

FLORIDA

Sequestering Carbon and Protecting Florida Land Program



Spring Site Preparation 2023 - Request for Application

**Florida Department of Agriculture and Consumer Services
Florida Forest Service**



**WILTON SIMPSON
COMMISSIONER**

**JOHN SABO
INTERIM DIRECTOR**



Supported by funding from the State of Florida and
Florida Department of Agriculture and Consumer Services

January 23, 2023



Wilton Simpson
COMMISSIONER

SEQUESTERING CARBON AND PROTECTING FLORIDA LAND PROGRAM
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

**Spring Site Preparation - 2023
GENERAL INSTRUCTIONS**

The Florida Department of Agriculture and Consumer Services (FDACS), Florida Forest Service (FFS) hereby provides notice of the Spring Site Preparation – 2023 Sequestering Carbon and Protecting Florida Land Program funding opportunity. Eligible applicants must submit an application response as specified herein.

***NOTICE – Funding available for distribution - up to \$2,600,000; dependent upon appropriations through the annual legislative process. Project deliverables must be completed by June 30, 2023. Failure to complete all deliverables by the deadline may result in loss of funding.**

PART I – General Instructions

Applicants are responsible for all information requested in this notice. Do not submit Attachments B, C, and D as they are reference documents. All attachments must be 8 1/2" X 11" with original signatures on the RFA packet, including this General Instructions page, completed ATTACHMENT A, project map and certification of submission of a Florida Substitute W-9 form. Applications must be received no later than **5:00 PM E.T. on February 22, 2023** at:

Florida Department of Agriculture and Consumer Services
Florida Forest Service

2023 SPRING SITE PREPARATION APPLICATION

Attn: Forest Management Bureau Chief
Conner Building - Mail Stop C-25
3125 Conner Blvd.
Tallahassee, FL 32399-1650
Telephone (850) 681-5880

Or e-mail:
FFS_CFA@FDACS.gov

Applicants must follow this RFA outline and complete all items in their entirety. Failure to follow this outline or to include all requested information or supporting documentation will result in your proposal considered incomplete and ineligible for funding consideration.

REQUIRED APPLICANT INFORMATION (Please Print or Type)

Applicant Name: _____

Name and Title of Contact Person: _____

Address: _____

Zip: _____ Phone: (_____) _____ Email: _____

SSN or FEID Number: _____

(note: Do not include SSN on any electronic submissions. Please provide only on mailed original documents.)

Is organization a not-for-profit corporation pursuant to Chapter 617, Florida Statutes? Yes ___ No ___

As the duly authorized representative of the applicant named above, I hereby certify that all parts of the applicant and funding information have been read and understood and that all information submitted herein is true and correct.

Applicant or Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

PART I – General Instructions (Cont.)

THE RECEIPT OF APPLICATIONS IN RESPONSE TO THIS REQUEST FOR APPLICATION DOES NOT IMPLY OR GUARANTEE THAT ANY ONE OR ALL QUALIFIED APPLICANTS WILL BE AWARDED OR RESULT IN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

NOTICE AND DISCLAIMER

THIS GRANT PROGRAM IS GOVERNED BY SECTION 589.277, FLORIDA STATUTES, AND AUTHORIZED BY SECTION 5, LINE 1448 OF THE GENERAL APPROPRIATIONS ACT (2022). GRANT AWARDS HEREUNDER ARE NOT PURCHASES OF SERVICES OR COMMODITIES GOVERNED BY CHAPTER 287, FLORIDA STATUTES. GRANT AWARDS, IF ANY, WILL BE DETERMINED BY THE DEPARTMENT AS DESCRIBED IN THIS NOTICE. GRANT AWARDS WILL BE DETERMINED BY THE DEPARTMENT IN ACCORDANCE WITH RULES 5I-5.003 AND 5I-5.007, F.A.C. THE DEPARTMENT RESERVES THE RIGHT TO OFFER GRANT AWARDS FOR LESS THAN THE AMOUNT REQUESTED BY APPLICANTS AS IT DEEMS IS IN THE BEST INTEREST OF THE STATE OF FLORIDA AND THE DEPARTMENT. THE RECEIPT OF APPLICATIONS IN RESPONSE TO THIS NOTICE DOES NOT IMPLY OR GUARANTEE THAT ANY ONE OR ALL APPLICATIONS WILL BE AWARDED A GRANT.

THIS REQUEST FOR APPLICATION IS NOT SUBJECT TO SECTION 120.57(3), FLORIDA STATUTES.

Each applicant must complete/provide the following to be considered:

HOW TO SUBMIT AN APPLICATION

Applications must be submitted in a sealed envelope to the name and address provided on page 1 (General Instructions) by the time and date listed.

Each application must contain original signature and social security or FEID number. Do not submit social security numbers on electronic submissions.

- a. All attachments must be folded to a size not to exceed 8 ½" x 11".
- b. The number of applications for the Carbon Sequestration Program is limited to one (1) per entity. Failure to comply with this requirement may result in non-award of any application.

Required Elements:

1. General Instructions (page 1) - Complete, date and obtain the signature from the individual who is legally authorized to approve submittal of the application and execute an agreement. Failure to return a signed form will result in an incomplete and therefore, ineligible application.
2. Project Budget Worksheet (ATTACHMENT A) - The proposal must be clearly identified, and all anticipated practices selected. It must not be altered in format or content. Please insert information in the format provided and have signed by both the applicant and Florida Forest Service Forester. If awarded, the project budget requires strict adherence. Deviation from the approved project budget requires the Department 's prior written approval.
3. Practice Map – A map meeting all requirements outlined in ATTACHMENT C must be submitted as part of a complete application.
4. Substitute W-9 Submission Verification – Submit verification of registration and submission of a Florida Substitute W-9; sample Florida Substitute W-9 verification e-mail included as ATTACHMENT E. Instructions for filing this information are included Part III, Section E. ELIGIBILITY REQUIREMENTS, 1. Applicants, (d).

PART II – Applicant Checklist

- _____ 1. The entire Request for Application (RFA) has been read.
- _____ 2. **REQUIRED APPLICATION INFORMATION (PART I - General Instructions) – A complete physical address for the applicant in the space provided (street address, city, zip and telephone number). Please note: All future correspondence will be sent to the contact person listed on your application. This document must be signed and dated by the applicant, an authorized representative or chief executive officer of the organization. FAILURE TO RETURN A SIGNED FORM WILL RESULT IN AN INCOMPLETE AND THEREFORE, INELIGIBLE APPLICATION.**
- _____ 3. The Instructions to Applicants and General Agreement Instructions have been thoroughly reviewed (PART III).
- _____ 4. **Project Budget Worksheet (ATTACHMENT A) – List all anticipated practices. Applicants must use this form, unaltered in format or content. The form must be completed in its entirety and signed by both the applicant or representative and Florida Forest Service Forester in the Initial Project Approval section.**
- _____ 5. Applicants should begin the review process of the attached draft agreement (ATTACHMENT B, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT) through their agent or entity to expedite the contractual requirements. The final agreement for successful projects will be mailed following final approval by the Department.
- _____ 6. Map Preparation Guidelines (ATTACHMENT C) for practice mapping have been reviewed. These are required mapping standards.
- _____ 7. **Stand Map - Indicating all practices to be completed developed in accordance with the Map Preparation Guidelines.**
- _____ 8. **Verification that Florida Substitute W-9 has been submitted electronically. Instructions for filing this information are included in Part III, Section E. ELIGIBILITY REQUIREMENTS, 1. Applicants, (d). Sample verification e-mail included as ATTACHMENT E. Original application (Part I) with SSN or FEID number included. Copies submitted by email should not contain an SSN or FEID number for security purposes.**

*Items 2, 4, 7 and 8 must be submitted as part of a complete application package.



Wilton Simpson
COMMISSIONER

REQUEST FOR APPLICATION
SEQUESTERING CARBON AND PROTECTING FLORIDA LAND PROGRAM
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

PART III – Instructions To Applicants And General Agreement Instructions

A. INTRODUCTION

Florida is considered one of the most vulnerable states to climate change, with among the nation's highest risks of extreme heat, inland flooding, and coastal flooding. Florida also produces the nation's third-highest amount of carbon dioxide (CO₂) emissions, at a rate of 231 million metric tons annually. Reducing the volume of these greenhouse gas emissions is, and the effects of climate change are, priorities of the Commissioner of Agriculture and the Florida Department of Agriculture and Consumer Services.

Studies have shown that healthy forests are among the best tools for carbon sequestration, also creating ecosystem and economic benefits. Forests and harvested wood products offset more than 14 percent of the nation's CO₂ emissions, and approximately 20 percent of annual CO₂ emissions in Florida. All forests remove CO₂ from the atmosphere during the entire lifespan of the tree, as well as produce oxygen, contribute to clean water, and provide homes for wildlife. Additionally, trees harvested and utilized for certain wood products continue to store carbon well beyond the tree's lifetime, sequestering carbon in the built environment. The oxygen produced by forests growing at five tons of wood per acre per year is equivalent to that consumed by ten people annually, removing 4.6 tons of CO₂ from the atmosphere each year as it grows.

Florida forests currently sequester approximately 45.3 million metric tons of CO₂ emissions annually in the form of aboveground and belowground tree biomass (based on FIA data), the equivalent of removing approximately 9.8 million passenger vehicles from the road every year (based on U.S. EPA carbon dioxide emission equivalency calculations). In Florida, nearly 65 percent of our state's forests are privately owned and are key to maintaining and conserving forest land.

However, recent analysis from the U.S. Department of Agriculture notes that forest land is understocked due to harvesting, natural disturbance, and limited seedling availability. Up-front costs of site preparation and planting require extensive investments that are not realized for many years, and may not be economically feasible for many potential stakeholders. At the same time, studies show that climatic warming, wildfires, and drought impact the carbon stability of forests. The State of Florida has an opportunity to invest in the natural climate change mitigation effects of well-designed forestation. Incentivizing carbon sequestration is a practice encouraged by the President of the United States, federal agencies, and the Florida Department of Agriculture and Consumer Services.

B. PURPOSE

The primary objective of the Sequestering Carbon and Protecting Florida Land Program is to invest in carbon sequestration by offering qualified applicants incentive payments for conducting certain approved forest management practices that establish new forest stands, increasing the state's forest acreage, thus increasing the amount of offset CO₂ emissions. The program will seek to increase CO₂ storage by an estimated 69,000 tons of CO₂ over the current anticipated 5-year life of the program, the equivalent of removing approximately 3,000 passenger vehicles

from the road every year (based on U.S. EPA carbon dioxide emission equivalency calculations). The program will also seek to maximize climate change mitigation and carbon sequestration while providing intangible social, cultural, civic, and workforce benefits.

The program's public outreach will seek to engage agricultural, silvicultural, and environmental stakeholders, as well local governments and non-profit and community organizations, including those serving disadvantaged and underserved communities. Potential applicants are encouraged in application proposals to consider geographic diversity, species diversity, urban forestry, soil fertility, wildfire and pest resistance, carbon stability, natural regeneration potential, and long-term carbon sequestration potential.

C. SCOPE

The Florida Forest Service will focus the use of funds on sequestering carbon and mitigating climate change by providing incentive payments to qualified applicants to encourage implementation of approved tree establishment site preparation practices. This program is administered by the Florida Department of Agriculture and Consumer Services Florida Forest Service (FFS) and is funded by the State of Florida.

Project deliverables (practices) must be completed by June 30, 2023. Failure to complete deliverables by the deadline will result in loss of eligibility for reimbursement of those deliverables.

D. FUNDING SOURCE

Awards are solely funded through the program. These funds are made available through the State of Florida. Payment will not exceed the lesser of: the maximum reimbursement payment limits established for each practice or \$146,250.00 per agreement.

E. ELIGIBILITY REQUIREMENTS

1. Applicants

- (a) Qualified applicants are limited to non-industrial private landowners (any nonindustrial private individual, group, association, corporation or other private legal entity that has definitive decision making authority over the land); a county or local government; or a legally organized and registered non-profit organization, entity or institution submitting an application for state funds under this funding opportunity.
- (b) The number of applications for the Sequestering Carbon Program is limited to one (1) per applicant/entity per funding cycle. Failure to comply with this requirement may result in non-award of any applicant.
- (c) Applicants may request funding for tree establishment site preparation practices on a minimum of 20 acres up to a maximum of 500 acres.
- (d) Applicants must plant trees within 24 months after site preparation is completed with or without additional program funding. Trees must be planted at a minimum of 500 trees per acre. Species that will be allowed for planting are limited to the following; longleaf pine, loblolly pine, slash pine and sand pine. Species must be native to Florida and grow in the area where the site preparation is occurring. See ATTACHMENT A; page 13. By signing the State Financial Assistance Recipient Agreement, the applicant agrees that he or she will plant allowable trees within 24 months of completing the site preparation funded by this agreement.
- (e) The social security number (SSN) or federal employer identification number (FEID) will be primarily used to identify applicants.

Verification of submission of a Florida Substitute W-9 is required as part of the application. Directions for submitting a Florida Substitute W-9 are as follows:

In order to process your application and reimburse you under this agreement, the State of Florida - Department of Financial Services will require that a completed Substitute W-9 is submitted. An online version can be completed securely at:

<https://flvendor.myfloridacfo.com>.

At that website, follow the below procedure:

- Click where it says, "Not Registered? Click Here to Register"
Enter your name and contact information, enter a password of your choice, and click "Register"
- An email will be sent to you along with a User ID and instructions on how to enter the W-9 information.
- Return again to the website at <https://flvendor.myfloridacfo.com>, and click where it says "Click Here to Sign On"
- Enter your User ID from the email and the password that you chose, and click "Sign-On"
- Click where it says "Form W-9 Main Menu", and follow the directions to enter your W-9 information. A second email will be sent to you, confirming that you have successfully completed the form.

In the event you need assistance, a brief tutorial on using the website can be found at https://flvendor.myfloridacfo.com/w9_training.pdf.

Please be advised that unless you do not have internet access, the information MUST be submitted online at <https://flvendor.myfloridacfo.com>. For questions regarding W-9 requirements or if you are unable to submit this information online, please contact the Vendor Management Section at (850) 413-5519 or via email at: FLW9@myfloridacfo.com.

Note: in order to process your application and ensure that all future correspondence and/or payment will be sent correctly, please be sure that the name and address in your Substitute W-9 form information (entered online at <https://flvendor.myfloridacfo.com>) match those on your application form AND your information on file with the IRS.

At least one telephone number must be given on the application form.

- (f) All non-profit organizations applying for funding must have practices performed on privately owned lands.
- (g) At minimum, proposals must provide documented approval/support for the location of the reforestation/afforestation area obtained from applicable permitting/approval entities such as county or city commission, local zoning/land use board, local environmental protection agency and/or conservation agency, and other stakeholders as required for the parcel.
- (h) Applicants who owe the FDACS money pursuant to a Final Order, fire suppression bill, or other bill or debt are not eligible to receive funding.

2. Sites

Private, non-profit entity, and local government lands are eligible applicant sites. State and Federal Lands are ineligible.

3. Practices and Incentive Payment Rates

Florida applicants who meet all eligibility and program requirements may apply to receive an incentive payment for successful completion of certain approved practices. Payment will be made at a standard, specified rate for each practice, or at cost if below the standard rate. Submission of written documentation (e.g., receipts, invoices) of costs incurred is required for

all practices. Incentive payment rates are as follows:

- (a) Prescribed Burning Site Preparation- \$30/acre
- (b) Mechanical Site Preparation (all combined)- \$150/acre
- (c) Chemical Site Preparation- \$112.50/acre

4. Other Special Requirements

- (a) Forester preparation and certification. The applicant should contact their Florida Forest Service Forester or a natural resource professional of his/her choice to prepare practice recommendations and/or receive assistance with completing ATTACHMENT A and a tract map. See ATTACHMENT C for Map Preparation Guidelines regarding requirements for tract maps. Maps of poor quality or that do not conform to all required map standards outlined in ATTACHMENT C will not be accepted.

The applicant must, at minimum, request a tract visit from a Florida Forest Service Forester to verify that the stand conditions meet the specific requirements for the proposed treatment, and that the treatment proposed is necessary and feasible. Both the Florida Forest Service Forester and the applicant sign ATTACHMENT A under the section labeled "Initial Project Approval."

- (b) Applicants must plant trees within 24 months after site preparation is completed with or without additional program funding. Trees must be planted at a minimum of 500 trees per acre. Species that will be allowed for planting are limited to the following; longleaf pine, loblolly pine, slash pine and sand pine. Species must be native to Florida and grow in the area where the site preparation is occurring. See ATTACHMENT A; page 13. By signing the State Financial Assistance Recipient Agreement, applicant agrees that he or she will plant allowable trees within 24 months of completing the site preparation funded by this agreement.
- (c) Successful applicants will be required to sign an agreement (**ATTACHMENT B, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**). Funding under this program will not be awarded until an agreement has been fully executed between the Department and the applicant. The agreement will specify the responsibilities of the applicant, a schedule, and the terms of payment for the project. All parties must sign this agreement prior to initiating work on the project.
- (d) Acreages enrolled in the Conservation Reserve Program (CRP), Southern Pine Beetle Assistance and Prevention Program (SPB), Environmental Quality Incentive Program (EQIP), or any other programs that may prohibit receipt of cost-share funding from more than one source for the same acreage, are not eligible for treatment under this program.

F. PRACTICE CATEGORIES

There is one category with three sub-categories:

Site Preparation:

- a. Prescribed Burning- Can be used to clear logging debris from the planting site or as a control method of grasses and woody vegetation that competes with the pine seedlings.
- b. Mechanical- Any mechanical treatment to remove debris, vegetative competition, or preparing the soil for pine seedling establishment. Examples would be root raking, subsoiling, bedding, shearing, or any other activity approved by the FFS Forester.
- c. Chemical- Herbicide treatment to control the competition of grasses and woody shrubs and bushes from the pine seedlings. Recommended where prescribed burning is a more restrictive option.

Site preparation **must** be deemed necessary by the Florida Forest Service Forester to improve survival and growth of planted seedlings. Site preparation practices eligible for reimbursement include prescribed burning, mechanical, and chemical control of competing vegetation. Applicants may apply for multiple practices on the same acreage. To ensure effectiveness, the following conditions should be met:

- i) Prescribed burning may be used for site preparation when deemed appropriate and approved by a Florida Forest Service Forester and in accordance with State Chapter 590, F.S., and/or Florida Administrative Code 5I-2 and local laws, regulations and burning restrictions. Where possible, debris piles should be used instead of windrows. Authorization must be received by the Florida Forest Service before any burn may be conducted.
- ii) Mechanical site preparation may be used in the removal of large woody debris that causes restrictions on the other site preparation practices. This can also be used for removal of competitive species that are not affected by other site preparation methods. Sub soiling can also be used on former fields or pastures that may have developed a hardpan layer.
- iii) Chemical site preparation applications may be used to eliminate or control competing vegetation, and may include both broadcast or banded treatments applied either by ground applications or aerially. Herbicides used must be labelled for Forestry use in the State of Florida. Herbicide representatives or applicators should be consulted for recommendations on herbicide rates, types, and application timing. Read and follow the label instructions.
- iv) Consideration should be given to maintaining soil productivity, preventing erosion, and minimizing costs.

G. SELECTION CRITERIA

All complete applications received during the sign-up period will be evaluated to determine which applications (those meeting the practice criteria listed in Section E, Eligibility Requirements) are eligible to be approved with the available funds. Eligible applications will receive a unique random number between 1 and X (where X is the total number of eligible applications), as determined by the random number generator provided at www.random.org, or a substantially similar program in the event that www.random.org is unavailable. Funding will be awarded based upon the order of the random number assigned to each eligible application, as more particularly described below. The Program is supported by limited funding. Accordingly, if a submitted application cannot be approved due to insufficient funds, the applicant will receive a letter from the Florida Forest Service indicating that funding for this cycle is exhausted.

Those applications receiving the lowest random order number will be ranked the highest to receive program funding. Available funds will be awarded to the eligible applicant receiving the lowest random number and will not exceed the maximum reimbursement payment limits established for each practice (see section III (E)(3) above) or \$146,250.00, whichever is less, per agreement. If funding is still available after being allocated to the lowest numbered applicant, then the balance of any available funds will be allocated to the eligible applicant receiving the next-lowest number, and will not exceed the maximum incentive payment limits established for each practice or \$146,250.00, whichever is less, per agreement. This process will continue until all available funds are exhausted.

The following criteria must be met before the application may be determined eligible:

1. General Instructions (page 1) - Complete, date and obtain the signature from the applicant or individual who is legally authorized to approve submittal of the application and execute an agreement. Failure to return a signed form will result in an incomplete and therefore, ineligible application.
2. Project Budget Worksheet (ATTACHMENT A) - The proposal must be clearly identified, and all practices selected. It must not be altered in format or content. Please insert information in the format provided and have signed by both the applicant or representative and Florida Forest Service Forester. If awarded, the project budget requires strict adherence. Deviation from the approved project budget requires prior written approval.

3. Practice Map – A map meeting all requirements outlined in ATTACHMENT C must be submitted as part of a complete application.
4. Substitute W-9 Submission Verification – Submit verification of registration and submission of a Florida Substitute W-9; sample Florida Substitute W-9 verification e-mail included as ATTACHMENT E. Instructions for filing this information are included Part III, Section E. ELIGIBILITY REQUIREMENTS, 1. Applicants, (d).

The applicant shall submit the completed documents as listed above to the Florida Forest Service at:

Florida Department of Agriculture and Consumer
Services Florida Forest Service
2023 SPRING SITE PREPARATION APPLICATION
Attn: Forest Management Bureau Chief
Conner Building - Mail Stop C-25
3125 Conner Blvd.
Tallahassee, FL 32399-1650
Telephone (850) 681-5880

Or e-mail:
FFS_CFA@FDACS.gov

Documents must be received by **February 22, 2023 AT 5:00 PM ET** at the above address during the specified sign-up period for the given fiscal year. Scanned application packages will also be accepted via e-mail so long as they are complete and accurate. Scanned applications should be sent to the Forest Management Bureau at FFS_CFA@FDACS.gov.

Program staff will review application materials for completeness. The Forest Management Bureau Chief then will approve and sign ATTACHMENT A that will be attached to and become part of the State Financial Assistance Recipient Agreement to be approved by the Florida Forest Service Director's Office and submitted to the FDACS Division of Administration.

Once the contract is approved by the Division of Administration, it will be sent to the applicant for signature. The applicant should not begin implementing the practice until this written notification of approval by the Division of Administration is received and the applicant has signed and delivered the State Financial Assistance Recipient Agreement to FFS.

H. REJECTION OF APPLICATION

If the application is denied by either the program coordinator, Florida Forest Service State Office, or the Division of Administration, the program coordinator will notify the applicant and Florida Forest Service Forester in writing explaining the reason for denial.

The Department reserves the right to recommend partial funding of applications; the right to reject any or all applications or waive minor irregularities when to do so would be in the best interest of the State of Florida and to reject the application of an applicant whom the Department determines is not able to meet the requirements of this RFA or the State Financial Assistance Recipient Agreement.

I. COST OF PREPARATION

The Department is not liable for any costs incurred by an applicant in response to this RFA.

J. PROGRAM AGREEMENT

Funding under this program will not be awarded until a State Financial Assistance Recipient Agreement has been fully executed between the Department and the applicant.

All program funded deliverables must be completed by June 30, 2023, and the land must be planted with trees as described herein, on or before two years after the site preparation work is completed.

K. EXECUTION OF AGREEMENTS AND DOCUMENTS

Upon notification of an award, the following shall take place:

1. It will be the responsibility of the applicant to ensure that the FDACS State Financial Assistance Recipient Agreement (**ATTACHMENT B**) is fully executed within a period of thirty (30) days upon receipt. Failure to comply with this schedule may result in the offer being withdrawn.
2. In the State Financial Assistance Recipient Agreement prepared between the Department and the applicant, the Department will set forth the following:
 - a. Deliverable expectation of the practices to be conducted.
 - b. The schedule and payment terms.
 - c. The schedule and content of progress reports.
 - d. Any penalties or actions that the Department will take in the event of noncompliance. The methods to be used by the Department to determine compliance with the terms of the agreement.

L. REVIEW OF PROJECTS IN PROGRESS AND UPON COMPLETION

After receiving written approval from FDACS, the applicant is responsible for seeing that the approved practice is carried out according to all treatment and program requirements. Practices must be completed by June 30, 2023 and reimbursement paperwork received by the Florida Forest Service-State Office by June 30, 2023.

When practices are completed, the applicant must contact their Florida Forest Service Forester to revisit the property (bringing the application form and maps) to verify that the practices were achieved according to program requirements. The applicant must show the Florida Forest Service Forester documentation (original paid receipts and invoices) of all practice costs incurred, with total costs clearly indicated. **The final reimbursement claim must be submitted by June 30, 2023.**

The Florida Forest Service Forester will continue to visit the property on a periodic basis until June 30, 2025. Should, during this inspection, the forester find that **the trees have not been planted within 24 months of completion of site preparation, the applicant will be responsible for repaying the program the cost which they were originally reimbursed.**

M. OTHER SUBMISSION REQUIREMENTS

Upon notification of an award and full execution and delivery of the State Financial Assistance Recipient Agreement, the following will take place:

1. Terms and conditions within the agreement and associated attachments will apply.
2. FDACS will have the right to access any books, documents, papers, and records of the recipients, which are directly pertinent to the agreement, for the purpose of making audit examinations, excerpts, and transcriptions.
3. The applicant will maintain books, records, and documents directly pertinent to the performance under this agreement in accordance with generally accepted accounting principles consistently applied. FDACS, the State of Florida, or their authorized representatives will have access to such records for audit purposes during the term of the agreement and for five (5) years following the agreement termination date or date of final payment, whichever is later. If an audit, litigation, or other action involving the records is started before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the five-year period, whichever is later.

N. METHOD OF REIMBURSEMENT

Payment will be made upon satisfactory completion of services, by state government warrant. Invoices must be submitted in sufficient detail, to allow for a proper pre-audit and post-audit thereof, to the FDACS contract manager. Payments will be made upon satisfactory delivery of items and receipt of paid invoices. Payment will be made, in a single payment, based on the award amount and successfully delivered items. Payment shall be made in accordance with Section 215.422, F.S. Invoices shall be submitted as outlined in the resulting contract.

Recipients may choose to conduct a practice (in whole or in part) using their own resources, labor, and/or equipment, and thus may not receive a receipt or invoice from a contractor. In such cases, recipients are required to generate their own invoice and submit it at the time of project completion and may be required to provide additional substantiating evidence of such use of their own resources, labor, and/or equipment in connection with the project. See the example in

Attachment D- Template Invoice, which shall be used as a template.

ANY WORK PERFORMED ON THE PROJECT AND/OR ANY EXPENDITURES MADE PRIOR TO EXECUTION OF AN AGREEMENT IS INELIGIBLE FOR REIMBURSEMENT.

O. CALENDAR OF EVENTS

EVENT	DATE/TIME (ET)	LOCATION
Release of RFA	January 23, 2023	Vendor Information Portal www.FDACS.gov
Last day for written Inquiries to be received by the Department	February 14, 2023 5:00 PM	Florida Department of Agriculture and Consumer Services Forest Management Bureau Email: FFS_CFA@FDACS.gov Telephone (850) 681-5880
Anticipated Posting of Written Responses to Inquiries	February 16, 2023	Vendor Information Portal www.FDACS.gov
Sealed Applications Submission Deadline	February 22, 2023 5:00 PM	2023 SPRING SITE PREPARATION APPLICATION Attn: Forest Management Bureau Chief Conner Building - Mail Stop C-25 3125 Conner Blvd. Tallahassee, FL 32399-1650 Telephone (850) 681-5880 OR Email: FFS_CFA@FDACS.gov
Evaluation of Applications	February 22- 24, 2023	
Delivery of Award/ Decline Letter	March 6, 2023	

P. SPECIAL PROVISIONS**PROGRAM AGREEMENT AND CONDITIONS**

Future Tree Planting Requirement: Applicants must agree that they are committed to planting trees within 24 months after site preparation is completed with or without additional program funding. **If trees are not planted within the 24 month window after site preparation is completed, the applicant will be responsible for repaying the program the cost which they were originally reimbursed.** Species that will be allowed for planting are limited to the following; longleaf pine, loblolly pine, slash pine and sand pine. Trees must be planted at a minimum of 500 trees per acre. Species must be native to Florida and grow in the area where the site preparation is occurring. See ATTACHMENT A; page 13.

Prior Practices: Any practices performed prior to application approval and full execution and delivery of a State Financial Assistance Recipient Agreement are not eligible for reimbursement payments. Each applicant will be notified in writing when his/her contract has been fully executed.

Existing Forest Stands: Any previously forested stands must have been harvested for at least eight (8) months before the planting of seedlings under this program. This is to help prevent reproductive insect and disease damage and outbreaks.

Best Management Practices: The applicant and their contractors shall adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Florida Silviculture Best Management Practices Manual.

ATTACHMENT A

WILTON SIMPSON
COMMISSIONERFlorida Department of Agriculture and Consumer Services
Florida Forest ServiceSEQUESTERING CARBON AND PROTECTING FLORIDA
LAND PROGRAM PROJECT BUDGET WORKSHEET
Spring Site Preparation 2023

LANDOWNER INFORMATION: (please print)

Name: _____
Last (or IRS name of entity) First M.I.
 Address: _____ City: _____ County: _____ State: _____ Zip: _____
 Home Phone: (____) _____ Work Phone: (____) _____ Email Address: _____
 PROPERTY LOCATION: County: _____ STR: _____ - _____ - _____ Lat: _____ Long: _____

PROJECT BUDGET:

Fill in this section after practice is completed

Check Below	Practice	Trees per acre	Acres to be treated	No. of seedlings to purchase	Incentive payment rate	Payment initially requested	Total acres treated	No. of seedlings purchased	Total cost incurred	Final payment requested
<input type="checkbox"/>	Mechanical Site Prep Type: _____	N/A		N/A	\$ _____ /ac	\$ _____		N/A	\$ _____	\$ _____
<input type="checkbox"/>	Chemical Site Prep	N/A		N/A	\$ _____ /ac	\$ _____		N/A	\$ _____	\$ _____
<input type="checkbox"/>	Burning Site Prep	N/A		N/A	\$ _____ /ac	\$ _____		N/A	\$ _____	\$ _____
TOTALS: (payment requested not to exceed \$146,250.00)									\$ _____	\$ _____

Planned time of treatment (month/yr): _____ Other Specifications: _____

Species to be planted within 24 months after site preparation (loblolly pine, longleaf pine, slash pine or sand pine) : _____

Trees shall be planted at a minimum of 500 trees per acre. If trees are not planted within the 24 month window after site preparation is completed, the applicant will be responsible for repaying the program the cost which they were originally reimbursed.

*Attach to this application: (1) a tract map that meets ALL specifications and requirements listed in the 2023 Site Preparation Program Map Preparation Guidelines booklet, Attachment C.

INITIAL PROJECT APPROVAL:

By signing this document, I certify that I have read and agree to all program requirements and covenants listed in the Request for Application for this program.

Participating Landowner: Signed: _____ Date: _____

FFS Forester Approval: Signed: _____ Date: _____

FM Bureau Chief Approval: Signed: _____ Date: _____

CERTIFICATION OF ACCEPTANCE:

I hereby submit to the Florida Department of Agriculture and Consumer Services my attached documentation of expenses incurred to complete the reforestation practice(s) on my property in accordance with program requirements and the completion summary table above.

Participating Landowner: Signed: _____ Date: _____

FFS Forester Approval: Signed: _____ Date: _____

*I certify that the practice has been completed according to program requirements, and that the information listed above is correct to the best of my knowledge.

FM Bureau Chief Approval: Signed: _____ Date: _____



WILTON SIMPSON
COMMISSIONER

ATTACHMENT B

Florida Department of Agriculture and Consumer Services Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and _____, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: The effective date of this AGREEMENT shall commence upon execution and, unless terminated or canceled, shall end on June 30, 2023.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services: See ATTACHMENT A, hereby incorporated and attached hereto for approved practices to be completed as provided in the PROJECT BUDGET section therein.

RECIPIENT must adhere to Florida's Silviculture Best Management Practices (BMPs).

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 70111601.
- 2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable. Deliverables shall include completed approved practices and submission of paid invoices for reimbursement as outlined in ATTACHMENT A.
- 2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall require repayment of funds received by RECIPIENT should trees not be planted within 24 months after the site preparation is completed as provided in ATTACHMENT A, as determined during a Florida Forest Service annual on-site inspection.
- 2.5 Department Services. The DEPARTMENT agrees to provide the following services: Review and approve or deny RECIPIENT's practices for reimbursement as set forth in Article 3.

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows: The total award amount for satisfactory completion of the Scope of Work is _____. Payment will be by reimbursement when sufficient documentation has been received demonstrating the practice(s) set out in Attachment A have been satisfactorily completed. A one-time reimbursement payment will be made after all site preparation practices are successfully completed.

A Florida Forest Service Forester will verify that Attachment A is filled out and completed correctly (including total acres treated, total cost incurred, and final payment requested). The RECIPIENT and the Florida Forest Service Forester shall sign the form under the section labeled "Certification of Acceptance" on Attachment A verifying the Scope of Work. Any changes, such as a reduction in acres treated, must be indicated and submitted in writing on an updated map and signed by the RECIPIENT and will be incorporated into Attachment A.

The RECIPIENT shall mail a copy of the signed original ATTACHMENT A and all paid receipts and invoices, to the Forest Management Bureau Chief before June 30, 2023 for reimbursement. Paperwork submitted

after June 30, 2023 may result in cancellation of the contract and denial of reimbursement.

The Forest Management Bureau Chief will review submitted documents and, if approved, forward the necessary information to the Department's Division of Administration for processing of payment of the reimbursement. After processing, payment will be made to the recipient in accordance with Subsection 215.422, Florida Statutes.

If the Florida Forest Service Forester determines that a practice has not been completed satisfactorily by the RECIPIENT, the Forester may request a site evaluation by the Cooperative Forestry Assistance Section to determine if partial or complete reduction of the reimbursement payment is warranted.

- 3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.
- 3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in the paragraph for payments directly above.
- 3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
 - 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
 - 3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become

non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

- 4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 5.2 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 5.3 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract,

including receiving and maintaining required affidavits from subcontractors.

- 5.4 RECIPIENT shall not discriminate on the basis of race, sex, gender identity, sexual orientation, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.5 RECIPIENT shall comply with Section 20.055, Florida Statutes.
- 5.6 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:
- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
- 6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
- 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of

the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.
- 7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.

8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.7 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.
- 9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully

indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.5 Entire AGREEMENT. This instrument, including any attachments, the Request for Application dated January 25, 2023("RFA"), and the Recipient's application submitted in response to the RFA ("Application") collectively embodies the entire AGREEMENT of the parties. The foregoing documents supersede all previous oral or written communications, representations or agreements on this subject. In the event of a conflict or inconsistency between any of the documents referenced in this paragraph, the controlling document(s) in order of precedence will be: (i) this Agreement (including any attachments thereto), (ii) the RFA, and (iii) the.

9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to,

or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is Bonnie Stine and is located at 3125 Conner Blvd., C-25, Tallahassee Florida, 32399-1650.

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, catalog of State Financial Assistance Sequestering Carbon and Protecting Florida Land Program, 42.062, \$8,000,000.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

ARTICLE 11: EXECUTIVE COMPENSATION (To the extent Applicable.)

11.1 The RECIPIENT shall within ten (10) business from execution of this agreement confirm in a writing signed by an authorized official whether or not the RECIPIENT receives fifty (50) percent or more of its current budget from funds provided by the State of Florida, or from a combination of funds received from the State of Florida or the United States Government. Current shall mean the current tax year, as well as the tax year immediately prior.

11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the RECIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation for of the RECIPIENT's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred

compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.

- 11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.
- 11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.
- 11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of \$100 per calendar day until the report is delivered.
- 11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Signature

Signature

Division of Administration

Title

Title

Date

Date

ATTACHMENT C

Map Preparation Guidelines for Florida Forest Service Programs

Overview

The Florida Forest Service (FFS) administers a variety of forestry financial assistance programs for the benefit of private landowners in the state. In order to apply for a program, applicants must submit an application and other supporting documentation, including a map or maps of the property and/or practice area.

Applications without maps or with maps that do not sufficiently meet the requirements stated on the application risk being disqualified or delayed during the application approval process. Such a delay can result in a lack of funding for the applicant. Maps of poor quality or that do not conform to all required map standards outlined will not be accepted. If sub-standard maps are received, the FFS Forester or applicant will be notified and required to submit an acceptable map before the end of the sign-up period in order to be considered for the program.

In an effort to avoid disqualifications and delays, FFS Foresters are required to use a standardized map template that provides all of the information required by the programs. This document has been developed to assist in the mapping component of the application and provide specific instructions, template, and tips and tricks during the mapping process. These mapping requirements apply to all maps for Florida Forest Service cost-share and incentive programs. These instructions assume the use of ESRI ArcMap version 10.4.

Cost-share and incentive program application maps will consist of an aerial image of the property, property boundary, practice area boundary, and a legend or labels that indicate the acreage and activity(ies) to be conducted. Maps prepared by non-FFS individuals (e.g., consulting foresters, landowners, etc.) must also conform to the guidelines stated below to ensure a smooth application process.

If a single map is used, it must include an aerial image of the property, property boundary, practice area boundary(s) and a legend or labels that indicate the acreage and activity(s) to be conducted. When using an aerial image, no fill patterns may be used for the property, stands, or practice area polygons. The symbology for the polygon outlines must be adjusted to plainly differentiate between the interior and exterior of each polygon. All stands and practice areas should be clearly labeled with an ID number and acreage, either on the map or in the legend.

If using two maps, they should consist of a Location/Overview map of the property and a Stand/Practice Area map. The Overview uses an aerial image to provide directions and access to the property and provides an unobstructed aerial view of the property. The Practice Area map shows the stands and practice areas pertinent to the cost-share or incentive program application, with NO AERIAL IMAGE. Fill patterns may be used to differentiate stands and practice areas. All stands and practice areas should be clearly labeled with an ID number and acreage, either on the map or in the legend.

Required Mapping Elements

Sample maps are shown below with the required components numbered. Each component is discussed in more detail in a corresponding numbered paragraph. Although it is not necessary for a map to use the exact same format or “look” as the ones below, it must contain all of the following components:

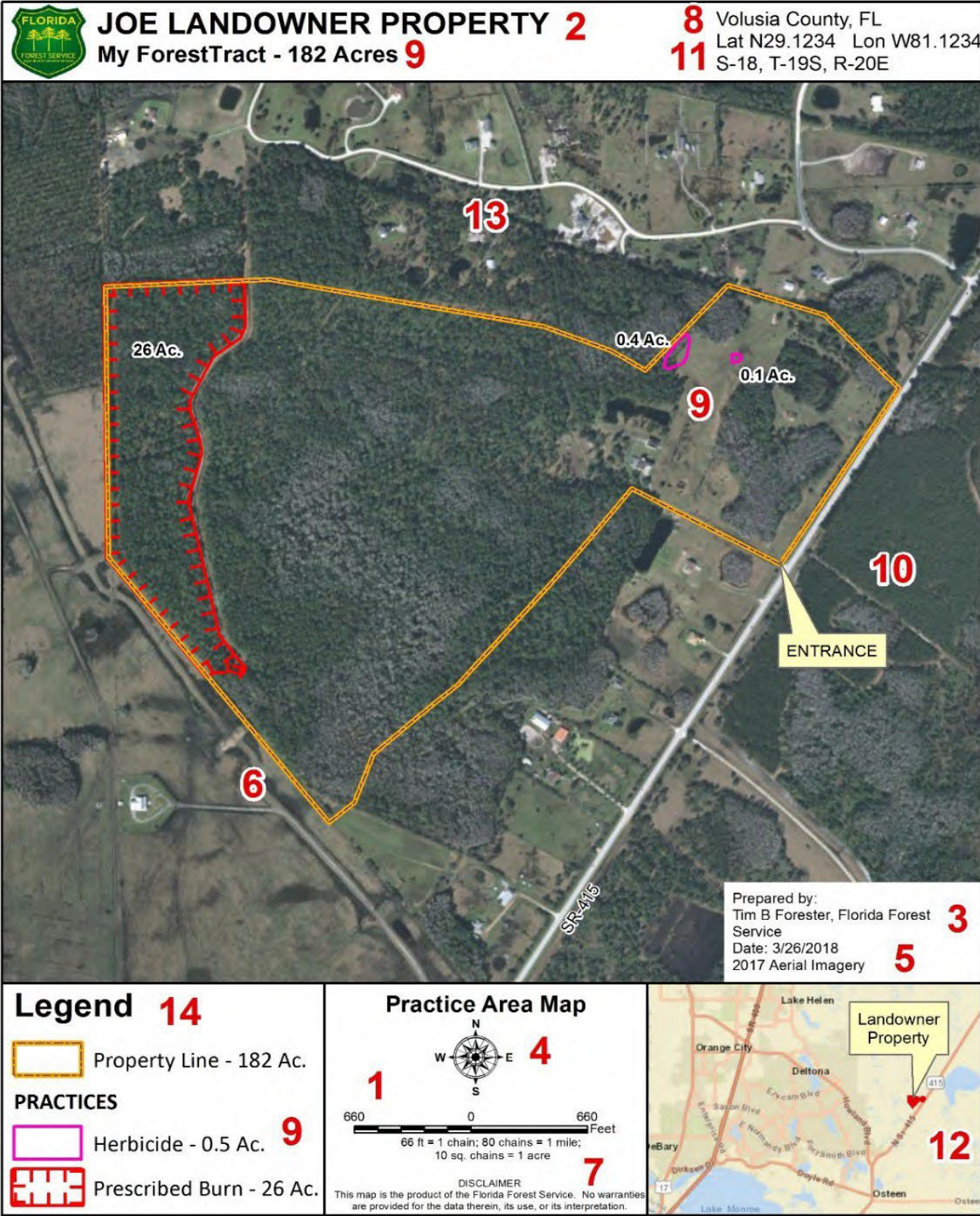
1. Scale - A map scale can be provided either as a graphic scale bar (as shown on the sample map) or as a ratio (e.g., 1:24,000). Most FFS programs do not require use of a specific scale provided that the scale is sufficient to show the property, practice area, and other important features clearly. *Note: When a ratio scale is used, any resizing of the map by fax or reproduction will nullify the ratio. It is therefore recommended to use the graphic scale bar which will be resized along with the map and remain relatively accurate.*
2. Title - Each map should have a title consisting of the applicant’s name and tract name, if applicable.
3. Author - The identity of the map preparer must be included on the map. FFS Foresters should be identified by name. Initials may be used if the map is from a private source. This is important if questions arise about the map or if edits or additional information are required.
4. North Arrow - Most maps are oriented north-up. However, it is sometimes necessary for the map image to be rotated in order to fit it on the page. Because of this possibility, it is very important that each map contains a text or graphic symbol to indicate the direction of north.
5. Dates – All maps must include the date they were created. If digital imagery is used, the map should also include the source and year of the imagery (if known). Active management or natural disturbance can dramatically change the appearance of the landscape. This will provide valuable historical information about the management that has taken place on the property over time.
6. Property boundary - The property boundary need **not** be survey accurate. Property lines based on parcel data, ground reconnaissance or other credible sources are sufficient.
7. Disclaimer - Given the probability of property line error, all Florida Forest Service produced maps are required to have an approved disclaimer included on it. A basic disclaimer is included as part of the map templates provided by the CFA Section. Alternate versions may be found on the FFS GIS intranet site: <https://freshfromflorida.sharepoint.com/sites/ffs/SitePages/Geographic-Information-and-Global-Positioning-Support.aspx>. Disclaimers are recommended, but not required for maps produced by private sources.
8. County – Each map shall state the county in which the property is located. The county should be listed in the top right corner of the title bar along with the Lat/Lon and STR.
9. Acreage - Pertinent acreages should be included for property ownerships, stands, and / or practice areas shown on the map. Total property acreage shall be indicated in the title bar. Practice area and stand acreage should be listed in a Legend table and on the map. Acreages must match the acreage on the cost-share application form.
10. Access - Your map should show local roads used to gain access to the property and practice area. *Note: A person unfamiliar with that area of the state should be able to use the map to locate the property.*

11. Geographic location – Maps should include the Section(s), Township, and Range (STR) and the latitude and longitude (in decimal degrees) of the property. These will provide additional location information and will also be required to obtain any prescribed burn authorizations that may be needed for the property.
12. Location Map – All FFS programs require a location map, either as an inset map (as shown) or as a separate map, to aid in identifying the property location. The scale of the location map should be as large (zoomed in) as possible while still showing nearby landmarks such as cities or major highway intersections. Someone unfamiliar with that area of the state should be able to navigate to the practice area using the two maps. *Note: When using the two-map format, an inset map is not necessary on the Stand/Practice Area map.*
13. Stands or Practice Areas - Clearly delineate and label the stands or areas where proposed practices will be implemented. Practice areas should be delineated by their boundary only with no fill color or pattern. This will prevent the aerial image beneath from being obscured. Maps are often reproduced or copied in black and white so it is important to use colors and line patterns that will remain apparent after reproduction.
14. Legend – Clearly symbolize and label the stands or practice areas. Make sure stand and practice area acreages are clearly stated and correspond with the cost share application. If you create a map showing the stands, map all of them. The sum of all stands should equal the property acreage.

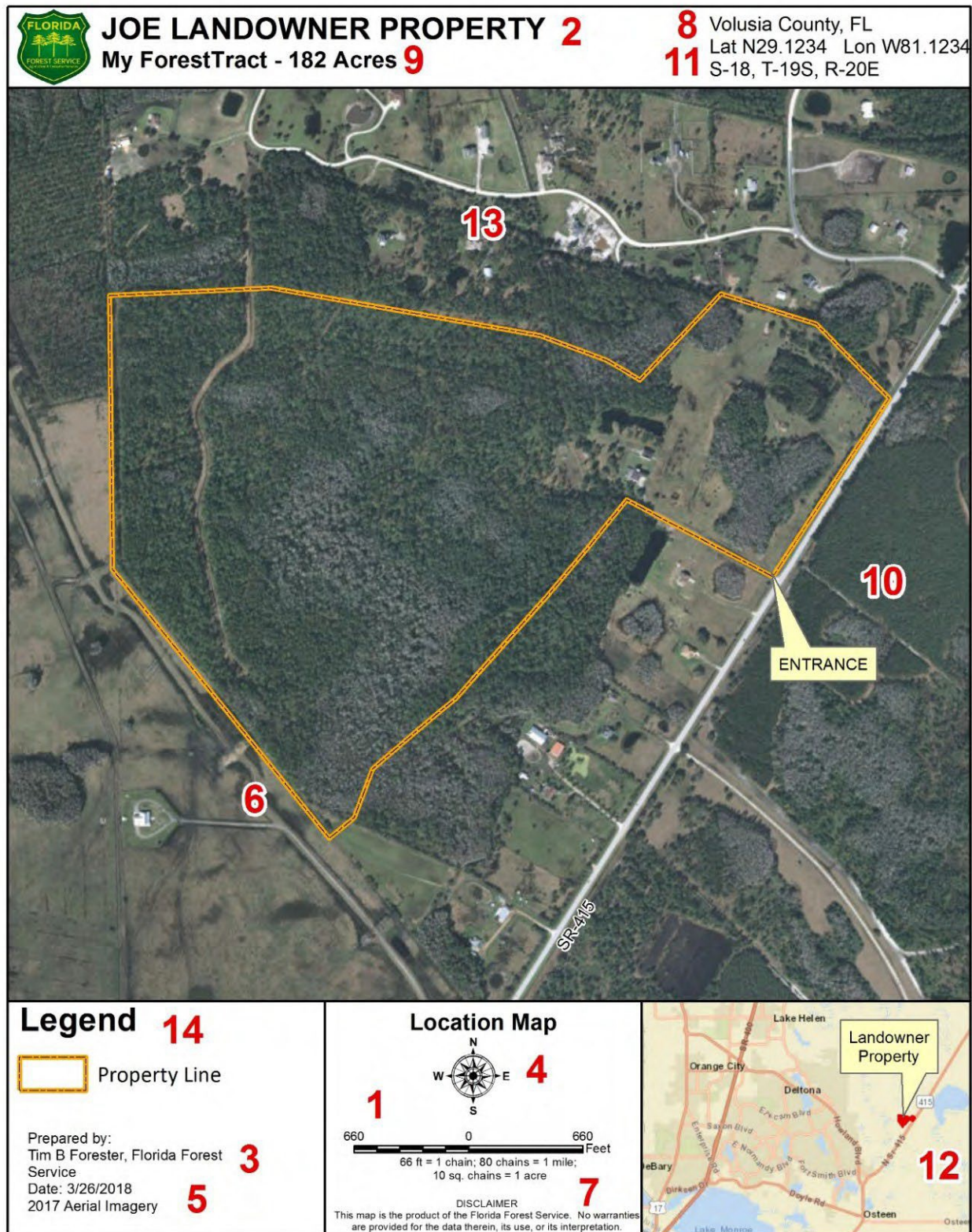
Aerial Imagery (Overview / Location Map only) – All FFS cost-share applications must include one map with an aerial image as a background. This image may be lightened or made semi-transparent to improve the visibility of other graphics and symbology but should still be clear enough to show the details of the landscape.

Please see “Map Preparation Requirements for FFS Cost-share Programs”, Rev. May 2018 for complete details and instructions on creating required maps.

Sample Cost-share Application Map Single-Map Format

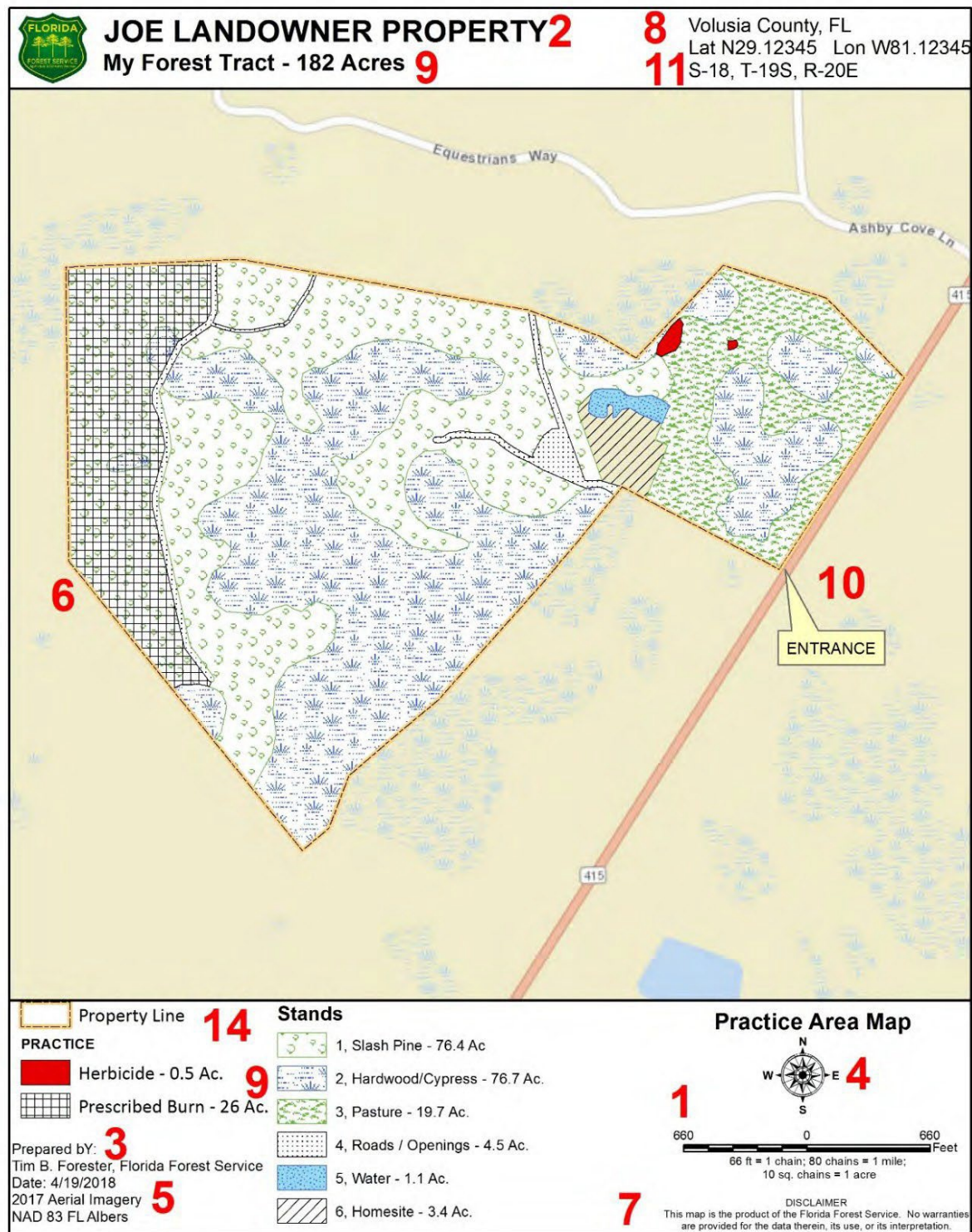


Sample Cost-share Application Map Two-Map Format



Sample Map #3 (Stand/Practice Map)

This map is an example of a Stand Map that also show practice areas. The scale of your map will determine how small a polygon can be before it is better represented as a point. Each location should be labeled with its size. Total treatment acreage must match the acreage on the application.



ATTACHMENT D

TEMPLATE INVOICE



Template invoice for documenting expenses when applicant conducts practice using own labor and/or equipment

Applicant Name: _____

Address: _____

Sequestering Carbon and Protecting Florida Land Program Contract Number: _____

Management practice(s) associated with this invoice: _____**Equipment Use**

Date	Type of Equipment	Time		HR : MIN	Rate	Amount
		Start	End			

SUBTOTAL: \$ _____**Labor**

Date	Name of Laborer	Time		HR : MIN	Rate	Amount
		Start	End			

SUBTOTAL: \$ _____**Fuel and Oil**

Date	Type of fuel, oil, fluid, etc.	Gallons or quarts used	Rate	Amount

SUBTOTAL: \$ _____**Other Expenses**

Date	Item	Units	Rate	Amount

SUBTOTAL: \$ _____**TOTAL EXPENSES: \$** _____

This invoice accurately represents the expenses I incurred during the implementation of the management practice(s) indicated above. I understand that invoices for additional work performed by contractors, the Florida Forest Service, or other entities should also be submitted, if applicable.

Applicant Signature: _____ Date: _____

ATTACHMENT E

Sample Florida Substitute W-9 Verification E-mail

--- Original message ---

Subject: State of FL Substitute Form W-9 for JOHN C. SMITH

From: FLW9@myfloridacfo.com

Date: Monday, June 21, 2021 8:02 AM

To: johncsmith@emailprovider.com

Thank you for registering with the Florida Department of Financial Services (DFS). We received your completed Florida Substitute Form W-9. Information from this form was submitted to the Internal Revenue Service (IRS) for Taxpayer Identification Number (TIN) matching.

The results from the IRS Tin Matching show your IRS Name/TIN combination matches their records. Based on this match we have activated your Florida Substitute Form W-9. There are no further actions required at this time.

If you need to update your Florida Substitute Form W-9 for any of the following reasons, please return to the Florida Vendor Website:

- * You have a change in business designation (i.e., you incorporate your sole proprietorship).
- * You change your address, telephone number or e-mail address.
- * You are notified by the IRS that you are subject to backup withholding.
- * You add a Doing Business As (DBA) Name.

NOTE: If you change your TIN or sell or close your business, please contact the Vendor Management Section at (850) 413-5519 or FLW9@myfloridacfo.com. Please do not include Social Security Numbers in any emails sent to the Vendor Management Section.

Thank You

Vendor Management Section
Florida Department Of Financial Services
Phone: (850) 413-5519
Fax: (850) 413-5550
Email: FLW9@myfloridacfo.com