



T. MARK SCHMIDT OFF-HIGHWAY VEHICLE GRANT PROGRAM

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
FLORIDA FOREST SERVICE

WILTON SIMPSON  
COMMISSIONER

**2024-2025  
GENERAL INSTRUCTIONS**

The Florida Department of Agriculture and Consumer Services (FDACS), Florida Forest Service (FFS) hereby provides notice of the 2024 – 2025 Off-Highway Vehicle Safety and Recreation (OHV) funding opportunity. Eligible applicants must submit a Request for Application (RFA) proposal response as specified herein.

**\*NOTICE – Funding available for distribution - up to \$650,000.00; dependent upon appropriations through the annual legislative process. Project deliverables must be completed by June 30, 2025. 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 advertisement.** The application package must not exceed forty (40) one-sided pages, including attachments. Do not submit Attachments B, C, D, and E since they are reference documents. All attachments must be 8 1/2" X 11", except attached sketches, plans and maps, which must be no larger than 2' X 3' and folded into 8 1/2" X 11". Five (5) copies (one copy with original signatures and four copies) of the RFA packet, including this General Instructions page, the category and project description, and all required attachments must be received no later than **2:00 pm on June 07, 2024** at:

Florida Department of Agriculture and Consumer Services  
Florida Forest Service  
FY 24-25 OHV GRANT APPLICATION  
Attn: Brooks White, OHV Coordinator  
Conner Building - Mail Stop C-25  
3125 Conner Blvd.  
Tallahassee, FL 32399-1650  
Telephone (850) 681-5884

Applicants must follow this RFA outline and complete all items listed on the General Proposal Criteria, Category Specific Criteria, and Narrative for which you are applying. 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)

Project Title: \_\_\_\_\_ Project Category: \_\_\_\_\_  
Requested Amount: \_\_\_\_\_ Match Amount: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_  
Name and Title of Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
FEID Number: \_\_\_\_\_

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 grant information have been read and understood and that all information submitted herein is true and correct.

Authorized Executive Officer:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PART I – General Instructions (Cont.)

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

THIS REQUEST FOR APPLICATIONS, NOTICE OF GRANT OPPORTUNITY 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.

1. Each applicant must submit five (5) copies (one with original signatures and four copies) of the application including all attachments.
  - a. Each copy of the application must not exceed forty (40) one-sided pages, including attachments.
  - b. All attachments must be folded to a size not to exceed 8 ½" x 11".
  - c. All copies should be in soft cover, three ring binders or folders. To facilitate the review and scoring process, please tab all support documents or attachments.
  - d. The number of applications for the OHV Grant Program is limited to one (1) per entity. Failure to comply with this requirement may result in non-award of any application.
2. General Instructions (page 1) – Complete, date, and obtain the signature of the individual who is legally authorized to approve submittal of the application and execute the agreement. Failure to return the signed form will result in an incomplete and therefore, ineligible application.
3. A resolution or letter from the appropriate authority accepting the funding stipulations or delegating authority to execute agreements and documents associated with the grant request may be required based on the decision-making authority of the proposing entity. **(SECTION C., ELIGIBILITY REQUIREMENTS AND ATTACHMENT D, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT).**
4. General Proposal Criteria – Applicants must submit a complete proposal (Part IV). It must not be altered in format or content. This form must be completed in its entirety. and the first page is required information.
5. Category Specific Criteria – The proposal must be clearly identified, and a project description provided. It must not be altered in format or content. Please insert information in the format provided. Please be as specific as possible. (Part V).
6. Project Budget Worksheet – Must be completed in detail. If awarded, the project budget requires strict adherence. Deviation from the approved project budget requires prior written approval. (ATTACHMENT A).

## PART II – Applicant Checklist

- \_\_\_\_\_ 1. The entire Request for Application (RFA) has been read.
- \_\_\_\_\_ 2. REQUIRED APPLICANT INFORMATION (PART I) – Has been signed and dated by 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. REQUIRED APPLICANT INFORMATION (PART I) - A complete physical address for the applicant has been provided (street address, city, zip and telephone number). Please note: All future correspondence will be sent to the contact person listed on your application.
- \_\_\_\_\_ 4. The Instructions to Applicants and General Agreement Conditions have been thoroughly reviewed (PART III).
- \_\_\_\_\_ 5. General Proposal Criteria (PART IV) – Applicant followed and used this format, unaltered in format or content. All applicable forms were completed in their entirety.
- \_\_\_\_\_ 6. Category Specific Criteria (PART V) – Applicant used this format, unaltered in format or content. All applicable forms were completed in their entirety.
- \_\_\_\_\_ 7. Project Budget Worksheet (**ATTACHMENT A**) – Applicant listed all anticipated expenditures and clearly explained all project costs, including matching costs and/or services and proof of identified match. Applicants used this format, unaltered in format or content. All applicable forms have been completed in their entirety.
- \_\_\_\_\_ 8. Applicants should begin the review process of the attached draft agreement (**ATTACHMENT D, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**) through their agency or entity to expedite the contractual requirements. The final agreement for successful projects will be mailed following final approval by the Department.
- \_\_\_\_\_ 9. The grant packet has been compiled in its entirety.
- \_\_\_\_\_ 10. One (1) original and four (4) copies of the application package have been submitted in soft cover, three ring binders or folders.



WILTON SIMPSON  
COMMISSIONER

## REQUEST FOR APPLICATION

### T. MARK SCHMIDT OFF-HIGHWAY VEHICLE GRANT PROGRAM

#### FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FLORIDA FOREST SERVICE

## PART III – Instructions To Applicants And General Agreement Instructions

### A. INTRODUCTION

The popularity of off-highway vehicles, all-terrain vehicles (ATV) and off-highway motorcycles (OHM) has shown steady growth in Florida over the past several years. Data from the Florida Department of Highway Safety and Motor Vehicles reveals that OHV's continue to be purchased and are used in all parts of the state; however, there are still a limited number of legal areas to ride on public lands. To accommodate the increasing number of OHV users in Florida and adequately protect sensitive Florida ecosystems, more areas must be purchased, planned, and developed.

### B. PURPOSE

The purpose of T. Mark Schmidt Off-Highway Vehicle Grant Program (hereinafter referred to as the OHV Grant Program) is to provide financial assistance to applicants, as further defined below, to provide or improve off-highway vehicle recreational areas or trails for public use on public lands. Through the Off-Highway Vehicle Titling Program, the state of Florida has been allocated funds for implementing this program. The primary purpose of the OHV Grant Program is to provide and/or improve off-highway riding opportunities on public lands by establishing and/or maintaining existing or new riding areas; provide environmental protection and restoration to affected natural areas in the system; provide enforcement of applicable regulations related to the system and off-highway vehicle activities; provide safety, training and rider education in the operation of off-highway vehicles and if funds are available, acquire lands to be included in the system and manage, maintain and rehabilitate such lands. Grant awards are recommended by the Off-Highway Vehicle Recreation Advisory Committee annually, with final approval by the Commissioner of Agriculture, and appropriated by the Florida Legislature. **Project deliverables must be completed by June 30, 2025. Failure to complete all deliverables by the deadline can result in loss of funding.**

The OHV Grant Program is intended to help state, federal and local governments; state and federally recognized tribal units with lands in Florida, and registered non-profit organizations plan, develop, and rehabilitate facilities and lands, and education associated with off-highway use and not meant to be a continual funding source for staffing such areas.

### C. SCOPE

The OHV Grant Program is part of the Off-Highway Vehicle Safety and Recreation Act passed by the Florida Legislature in 2002. Section 261.06(4), Florida Statutes, authorizes the Florida Department of Agriculture and Consumer Services, Florida Forest Service (hereafter referred to as Department or FDACS), to implement the T. Mark Schmidt Off-Highway Vehicle and Safety Program, including the ultimate approval of grant applications submitted by applicants.

## D. DEFINITIONS

1. **Advisory Committee** – The Off-Highway Vehicle Recreation Advisory Committee created by Section 261.04, Florida Statutes.
2. **Applicant** – A county or local government, state or federal agency or entity; Native-American tribal government; a legally organized and registered non-profit organization, entity or institution.
3. **ATV** – Any motorized off-highway or all-terrain vehicle 55 inches or less in width, having a dry weight of 1,500 pounds or less, designed to travel on three or more non-highway tires and manufactured for recreational use by one or more persons.
4. **Executive Officer (EO)** – The chief administrative employee and authorized representative of a government agency, registered non-profit organization, or entity.
5. **Commissioner** – The Commissioner of Agriculture for the state of Florida.
6. **Department or FDACS** – The Florida Department of Agriculture and Consumer Services, Florida Forest Service, an agency of the state of Florida.
7. **Local government** – A county government, a municipality (an incorporated city, town, or village) or an independent special district.
8. **Non-profit organization** – An organization that has: (1) obtained non-profit corporate status from the Florida Department of State, (2) been issued a federal employer identification number by the Internal Revenue Service and (3) registered with the Florida Department of Agriculture and Consumer Services.
9. **OHM or off-highway motorcycle** – Any motor vehicle used off the roads or highways of this state with a seat or saddle for the use of the rider and is designed to travel with not more than two wheels in contact with the ground, but excludes a tractor, an electric bicycle or a moped.
10. **OHV or off-highway vehicle** – Any ATV, two-rider ATV, ROV or OHM that is used off the roads or highways of this state and that is not registered and licensed for highway use under chapter 320.
11. **Program** – The T. Mark Schmidt Off-Highway Vehicle Safety and Recreation Program.
12. **Proposal** – An OHV grant funding packet from an entity that contains all required attachments and supporting documentation for their project.
13. **Public Lands** – Lands within the state that are available for public use and that are owned, operated, or managed by a federal, state, county, or municipal governmental entity.
14. **RFA** – Request for Application.
15. **ROV or recreational off-highway vehicle** – Any motorized recreational off-highway vehicle 80 inches or less in width, having a dry weight of 2,500 pounds or less, designed to travel on four or more non highway tires and manufactured for recreational use by one or more persons. The term “ROV” does not include a golf cart as defined in ss. 316.003 and 320.01 or a low-speed vehicle as defined in s. 320.01.
16. **System** – The off-highway vehicle recreation areas and trails on public lands within the state.
17. **Trust Fund** – The Incidental Trust Fund of the Florida Department of Agriculture and Consumer Services, Florida Forest Service.

## E. FUNDING SOURCE

Grant awards are solely funded through the Program. These funds are made available by revenue generated through the Off-Highway Vehicle Titling Act and deposited in the Trust Fund.

## F. ELIGIBILITY REQUIREMENTS

### 1. Applicants

- (a) Applicants are limited to a county or local government; state or federal agency or entity; Native-American tribal government; a legally organized and registered non-profit organization, entity or institution submitting a proposal for state funds under this grant program.
- (b) The number of proposals for OHV Grant Program is limited to one (1) per applicant per grant cycle. Failure to comply with this requirement may result in non-award of any applicant.
- (c) The minimum grant amount that may be requested is \$2,500.
- (d) The federal employer identification number (FEID) will be the primary factor used to identify applicants.
- (e) All non-profit organizations applying for grants to be performed on public lands must have a letter of authorization and support from the government entity or leading agency managing said lands.
- (f) At minimum, proposals must provide documented approvals/support obtained from current or proposed land manager or land management agency to allow the development of an OHV recreation area.
- (g) At minimum, proposals must provide documented approval/support for the location of the OHV recreation 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, water management district, applicable state and federal agencies and other stakeholders as required for the parcel.
- (h) All grant proposals for acquisition or new construction of facilities are encouraged to apply for cost sharing incentive through other grant resources and seek other sources of funding.

### 2. Sites

Private Lands are ineligible. **Only activities (designated for OHV use for at least 25 years from the date of project completion) on public lands will be considered.** Proof of commitment must be provided.

### 3. Cost Share or Match Requirement

A minimum 80:20 match is required (80 percent grant: 20 percent applicant). The local match requirement can be satisfied by using grant funds from other sources or contributions of materials and/or services, unless prohibited by any other relevant grant program. An applicant's ability to provide the match must be documented. FDACS reserves the right to ask for clarification.

#### 4. Other Special Requirements

- (a) Purchases shall be carried out documenting written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. All purchases shall comply with the procurement process set by Chapter 287, Florida Statutes, or by local, state, federal, tribal, or non-profit organization procurement rules. Justification must be provided for a sole source award, or for an award to a vendor other than the vendor submitting the lowest bid or quote. Grants are for projects not currently budgeted and may not be used to replace existing commitments.
- (b) Operating expenses of up to five percent of the total project cost (match plus award) can be used as part of the local match. **No operating expenses will be paid by grant funds.**
- (c) Successful applicants will be required to sign an agreement (**ATTACHMENT D, STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**). A grant under this program will not be awarded until a grant agreement has been fully executed between the Department and the applicant. The grant 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) The maximum allowable assessment for in-kind match for nonprofessional volunteer labor is \$11 per hour, unless otherwise approved in writing. In-kind match for professional volunteer labor requires documentation, in the form of a letter, confirming the value of said labor.
- (e) Any equipment purchased with T. Mark Schmidt grant funding will become legal ownership of the lead agency who manages the land and shall remain on the property for which it is purchased.
- (f) The Department reserves the right to award funds to the best projects or portions of a project regardless of amounts allocated in each project category.

#### G. GRANT CATEGORIES

There are five grant categories:

1. Pre-Construction - Planning, Design and Permitting of New OHV Areas, Trails or Facilities or expansion of existing OHV Areas.
2. Construction - Construction of New OHV Areas, Trails or Facilities or expansion of existing OHV areas.
3. Maintenance and Monitoring:
  - A) Repair, Maintenance, Rehabilitation of Existing OHV Areas, Trails, or Facilities.
  - B) Monitoring and Protection of Existing OHV Areas, Trails, or Facilities.
4. Education:
  - A) Rider Education, Safety, and Training Program.
  - B) Education Outreach.
5. Acquisition - Acquisition of lands to be included in the System.

#### **Category 1: Pre-Construction – Planning, Design and Permitting of New OHV Recreation Areas, Trails or Facilities or expansion of existing OHV Areas.**

This category provides funding for projects that focus on planning and designing new recreation areas, trails and/ or facilities or expansions for off-highway vehicle recreational use. Grants can be awarded for preliminary planning; an overall site plan for a recreation area, trail design, etc. Projects must yield tangible deliverables that provide a basis for determining the development of an OHV recreational site or trail. **If an area is not opened for public riding within three years an agency must submit a request**

for extension (maximum of one additional year) or all funds shall be reimbursed to the Trust Fund.

**Category 2: Construction – New OHV Recreation Areas, Trails or Facilities or expansion of existing OHV Areas.**

**2A Construction of New Trails**

This sub-category is typified by the actual construction of new OHV recreation trails or expansions that support OHV recreational use. Eligible projects include development of trailheads, trails, and scramble areas. Proposals must include a maintenance plan. Maintenance costs incurred after completion of the project are ineligible for reimbursement. No more than 33 percent of the grant funds may be budgeted for labor costs in this category. **If an area is not opened for public riding within three years, an agency must submit a request for extension (up to an additional year) or all funds shall be reimbursed to the Trust Fund.**

AND/OR

**2B Construction of New Facilities**

This sub-category is typified by the actual construction of new OHV recreation areas and facilities that support OHV recreational use. Eligible projects include development of support facilities such as a restroom, gatehouse, fencing and outdoor showers. A campground will only be considered if it is built for the sole purpose of providing overnight facilities for OHV users. Proposals must include a maintenance plan. Maintenance costs incurred after completion of the project are ineligible for reimbursement. No more than 33 percent of the grant funds may be budgeted for labor costs in this category. **If an area is not opened for public riding within three years, an agency must submit a request for extension (up to an additional year) or all funds shall be reimbursed to the Trust Fund.**

**Category 3: Maintenance and Monitoring**

**3A Repair, Maintenance, and Rehabilitation of Existing OHV Areas, Trails, or Facilities**

This sub-category provides funding for repairs to OHV recreation areas, trails, and support facilities; the purchase of equipment for maintenance of OHV recreation areas and trails and costs for rehabilitation projects to OHV areas and trails. Projects under this category should be site specific.

AND/OR

**3B Monitoring and Protection of Existing OHV Areas, Trails, or Facilities**

This sub-category provides funds to implement new or enhance existing monitoring or protection programs for existing OHV use areas, trails and riding programs including, but not limited to; hiring part-time security personnel for OHV sites, camera or video equipment, access control or signage. Replacement for existing materials should be submitted in Category 3A. Contracts for services shall terminate on or before June 30, 2025.

**Category 4: Education or Education Outreach**

**Rider Education, Safety, and Training Programs**

This category is provided to encourage government agencies, registered non-profit organizations, and educational institutions to develop and produce educational materials (leaflets, newsletters, books, videos) for distribution to the public, cost-share seminars, training sessions and workshops on OHV topics. The emphasis is to inform and train the public, volunteer groups and public employees. Projects may include



local, regional, and/or statewide workshops, training sessions, seminars, or conferences; public service materials (PSA development) and information kiosks, exhibits, brochures and other printed material. Grant funds cannot be used for agency staff salary costs in this category. **All products (brochures, signs, videos, reports, etc.) procured with Trust Fund dollars must contain the statement noted in the Special Provisions of this document.** Recipients are responsible for providing verification that this statement was included in each product.

### **Category 5: Acquisition**

#### **Acquisition of Lands to be Included in the System**

This category is established to assist public agencies in acquiring lands (fee simple only) for new OHV riding opportunities or to expand an existing OHV program in the System. Land purchased under this program must be developed and opened as an OHV area within three years from acquisition. **If an area is not opened for public riding within the required three years an agency must submit a request for extension (up to an additional year) or all funds shall be reimbursed to the Trust Fund.** Additional restrictive covenants will be recorded at the time of closing affirming public OHV use on the acquired property.

#### **H. SELECTION CRITERIA**

A Grants Sub-committee, made up of members of the OHV Advisory Committee, shall review and determine the completeness of the application proposal. The following criteria must be met before the application may be determined to be complete:

1. The application proposal must contain all the requested information, be legible and understandable.
2. A letter approving the proposal and authorizing the chief executive officer of the applicant to execute agreements and documents associated with the grant request must be submitted as part of the application.
3. A budget detailing all costs of the project must be submitted with the application **(must use ATTACHMENT A)**.
4. Late applications, email transmissions and fax transmissions will not be accepted or considered. Unsigned applications will be ruled ineligible.

The Sub-Committee then presents its findings and recommendation to a quorum of the OHV Advisory Committee for approval. The OHV Advisory Committee makes its recommendation to the Department for final determination.

**Remember, only activities (designated for OHV use for at least 25 years from the date of project completion) on public lands will be considered. Proof of commitment must be provided.**

#### **I. REJECTION OF APPLICATION**

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 the grant.

#### **J. LATE APPLICATIONS**

Applications received by the Department after the due time and date will be rejected as untimely and will not be eligible for award.

#### **K. COST OF PREPARATION**

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

#### L. OHV GRANT PROGRAM AGREEMENT

A grant under this program will not be awarded until a grant agreement has been fully executed between the Department and the applicant. The grant agreement shall detail the responsibilities of the awarded recipient, a schedule, and the terms of payment for the project.

**All grant funded deliverables must be completed by June 30, 2025.** Any extensions must be in writing and approved by the Department.

#### J. EXECUTION OF AGREEMENTS AND DOCUMENTS

Upon notification of a grant award, the following shall take place:

1. It will be the responsibility of the proposer to ensure that the FDACS State Financial Assistance Recipient Agreement (**ATTACHMENT D**) is fully executed within a period of thirty (30) days upon receipt. Failure to comply with this schedule may result in the grant offer being withdrawn.
2. The grant agreement prepared between the Department and the applicant shall stipulate:
  - a. Deliverable expectation of the grant.
  - 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.
  - e. The methods to be used by the Department to determine compliance with the terms of the grant agreement.

#### K. REVIEW OF PROJECTS IN PROGRESS AND UPON COMPLETION

The Department shall ensure that the terms of the agreements executed under these guidelines are enforced. The Florida Forest Service Director or designee shall review the projects prior to final acceptance by the Department.

**The final reimbursement claim must be fully processed by June 30, 2025.**

#### L. FUNDING SOURCE & RESTRICTIONS

1. Funding is subject to the amount of spending authority allocated by the Florida Legislature and the amount of revenue generated through the off-highway vehicle titling process.
2. FDACS has the right to cancel agreements and award unused funds elsewhere if, based on quarterly reports, there is a substantial lapse in activity.

#### M. OTHER SUBMISSION REQUIREMENTS

Upon notification of a grant award, the following will take place:

1. Terms and conditions within the grant agreement and associated attachments will apply.
2. FDACS will have the right to access any books, documents, papers, and records of the grant recipients, which are directly pertinent to the grant agreement, for the purpose of making audit examinations, excerpts, and transcriptions.
3. The contractor 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

Pursuant to Florida Statutes Section 216.181 paragraph 16(b), advance payment may be made upon written request within the initial three (3) months of implementation of the grant. The Department may make an advance of no more than 25 percent of the grant award and the entity (recipient) must request the advance payment in writing, documenting the need and using forms provided by the Department. Thereafter, quarterly disbursements will be made on a reimbursement basis. Upon receipt by the Department of a reimbursement summary sheet with all required attachments, including invoices and/or receipts, canceled checks, payrolls, log sheets, etc., FDACS will submit the claim for payment. No more than 75 percent of the grant amount will be paid to the grantee prior to Certification of Acceptance (**ATTACHMENT E, CERTIFICATION OF ACCEPTANCE**) by the Department. The final payment shall not be made until the Certification of Acceptance is received from the Department. Upon receipt of the reimbursement summary sheet along with copies of invoices and checks paid, FDACS in Tallahassee will place the claim in line for payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices.

ANY WORK PERFORMED ON THE PROJECT AND/OR ANY EXPENDITURES MADE PRIOR TO EXECUTION OF A GRANT AGREEMENT AND WRITTEN AUTHORIZATION FROM FDACS IS INELIGIBLE FOR REIMBURSEMENT. The Federal Employer Identification Number (FEIN) will be the primary factor used to identify applicants. FDACS cannot process a request for reimbursement without the FEIN.

#### O. CALENDAR OF EVENTS

<b>April 19, 2024</b>	RFA advertised and released.
<b>May 03, 2024</b>	Written questions due by 5:00 PM. Questions shall be emailed to the Florida Forest Service, Brooks White, <a href="mailto:Brooks.White@FDACS.gov">Brooks.White@FDACS.gov</a>
<b>May 10, 2024</b>	Responses to written questions posted.
<b>June 07, 2023</b>	Sealed applications must be Received by 2:00 PM EDT. <u>"24-25 OHV Grant Proposal - OPENING DATE – June 07, 2024, 2:00 PM"</u> must appear on the outside front of the proposal package. Completed proposal packages shall be mailed or delivered to Florida Forest Service, Brooks White, Conner Building, Room 254A, 3125 Conner Blvd. Tallahassee, FL 32399 1650.
<b>By June 21, 2024</b>	Evaluation of Applications.
<b>By June 30, 2024</b>	Expected date for award notice of Department's contract award recommendations.
<b>August 02, 2024</b>	Expected grant agreement execution and authorization to begin.
<b>June 30, 2025</b>	Project deliverables must be completed and certified by FDACS.
<b>June 30, 2025</b>	Deadline for final reimbursement claim.
<b>June 30, 2025</b>	Agreement ending date.

## P. SPECIAL PROVISIONS

**GRANT AGREEMENT AND CONDITIONS**

Terms and conditions within the grant agreements and associated attachments shall apply. FDACS will have the right to access any books, documents, papers, and records of the grant recipients, which are directly pertinent to the grant agreement, for the purpose of making audit examinations, excerpts, and transcriptions.

A quarterly report must be submitted with all invoices for payment. Additional progress reports may be required if grants are extended past the initial deadline. Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of the grant agreement.

A final project report is required as a prerequisite to final payment. To receive final payment of grant, all invoices must have a final status report and reimbursement summary sheet submitted.

**All products (brochures, signs, videos, reports, etc.) funded by the OHV recreation grant MUST display the following statement:**

"Funding for this project was provided by the T. Mark Schmidt Off-Highway Vehicle Safety and Recreation Grant Program through the Florida Department of Agriculture and Consumer Services, Florida Forest Service."

**AUDITS**

The contractor shall maintain books, records, and documents directly pertinent to the performance under this contract in accordance with generally accepted accounting principles consistently applied. FDACS, the state or their authorized representatives shall have access to such records for audit purposes during the term of the contract and for five (5) years following the contract 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.

**QUESTIONS**

Questions regarding procedures for submittal of proposals should be directed to:

Brooks White  
OHV Coordinator  
Florida Forest Service  
(850) 681-5884  
Brooks.White@FDACS.gov

## PART IV – General Proposal Criteria

### Section 1 - Capacity to Develop, Operate and Maintain the Project

Only one category per application may be submitted. Applicants must clearly indicate the category and type of project they are applying (for example: Category 4A – Rider Education, Safety, and Training Program). Demonstrate the organization's ability to successfully develop, implement, operate, and sustain all proposed project components. Provide an operations plan to support the project, if warranted. Address staffing and include the percentage of staff time dedicated to this proposed project and their qualifications to conduct the proposed work. Demonstrate that the organization has adequate financial resources to sustain the OHV project, if funded.

### Section 2 - Demonstrated Need

Describe the location of the project, including the county in which it is located. Indicate the OHV region the project is in the Table in **ATTACHMENT C, COUNTIES BY OHV TITLING REGION**. Indicate whether it is in a Rural Economic Development Initiative Community per s. 288.0656  
<https://floridarevenue.com/property/pages/localofficials.aspx>

**Required Documentation:** • DOT county road map or geo-referenced ARC GIS map with the location and project boundary clearly marked.

### Section 3 - Cost Effectiveness

1. Use the project budget worksheet (**ATTACHMENT A**) provided to present the project budget. A minimum 20% match is required on behalf of the applicant.
2. Points may be earned by providing a written cooperative agreement or understanding between the applicant and a public or private entity in which said entity agrees to provide 10% or more of the total project cost in cash, land, or labor services for the development/construction of this project, with the proposer holding the lead management responsibility. A fully executed written cooperative agreement or understanding must be submitted.

**Required Documentation:** • Completed Project Budget Worksheet Form (**ATTACHMENT A**)  
 • Executed Cooperative Agreement of Understanding (if applicable)

### Section 4 - Level of Community Involvement and Support

The applicant should describe the work that has been done to ensure community support for this project. Up to four points can be received for government resolution(s) or support letters and up to four points for letters of support from community organizations or club. Letters must be on official letterhead.

**Required Documentation:** • Government resolution(s) or letter(s) of support on official letterhead.  
 • Letter(s) of support from community organizations or clubs on official letterhead.

### Section 5 - Other Required Documentation

- Aerial photograph(s) with clearly marked polygon of parcel.
- Detailed map of the property location, configuration, and legal access.
- Confirmation of willing manager.
- County tax records.
- Documentation that property is properly zoned or has been granted a special use permit to allow for OHV recreation.

## **PART V – Category Specific Proposal Criteria (Narrative)**

Applicants must clearly indicate the category and type of project for which they are applying (for example: Category 4 – Rider Education, Safety and Training Program). Only one category per proposal may be submitted. The appropriate documentation for that category must be included in the proposal or it may be deemed non-responsive and ineligible for funding consideration.

### **Category 1 - Pre-Construction**

#### **1. Planning, Design and Permitting (New OHV Recreational Areas, Trails and Facilities)**

Describe in detail the trailhead(s), trail system and facilities to be designed for the new recreation area for off-highway vehicle recreational use. This should include the physical characteristics of the trail(s), such as length, width, special features, and trail classification. It should also include the supported uses, such as single-track OHVs, ATVs, or shared use. Indicate the hours of operation when these trails and facilities will be open for use by the public. Applicant must provide the anticipated date when the funded project will be available for public use. **If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.**

Describe natural, historical, archaeological, and cultural resources found onsite, and how they will be protected. Explain how these trails and facilities, once constructed, will be monitored, and maintained to provide a good trail experience and to reduce environmental impacts.

Applicant must define the tangible results anticipated for determining the development of an OHV recreational site or trail.

Applicant must provide qualifications of design team.

Required Documentation: • Location map which defines the project boundary.

### **Category 2 - Construction - New OHV Recreation Areas, Trails or Facilities**

#### **2 A. Construction of New Trails**

Application proposals must provide a clear and concise description of the project scope and approach, which includes specific measurable outcomes and deliverables. Activities should be broken down by major tasks with starting and ending dates.

Describe in detail the trail(s) or trail system to be constructed. This should include the physical characteristics of the trail(s), such as length, width, and special features. It should also include the supported uses, such as single-track OHVs, ATVs, or shared use. Indicate the hours of operation when these trails will be open for use by the public. Proposer must provide the anticipated date when the funded project will be available for public use. **If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.**

Describe natural, historical, archaeological, and cultural resources found onsite, and how they will be protected. Explain how these trails, once constructed, will be monitored and maintained to provide a good trail experience, to reduce OHV impacts and to protect and restore environmental resources.

Required Documentation: • Detailed Final Site Plan that includes location and type of trails, special features and trail classifications.

- Copy set of all construction documents and required permits (Even if obtained through another funding source).

AND/OR

## **2 B. Construction of New Facilities (Trailhead, parking, restrooms, campground and other infrastructure such as fencing, signings and lighting)**

Describe in detail facilities to be constructed, and include number, type and size of improvements such as parking spaces or campsites. Applicant must provide the anticipated date when the funded project will be available for public use. **If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.**

- Required Documentation:
- Detailed Final Site Plan that includes location and type of trails, special features and trail classifications.
  - Copy set of all construction documents and required permits (Even if obtained through another funding source).

## **Category 3 - Maintenance and Monitoring**

### **3 A. Repair, Maintenance, and Rehabilitation of Existing OHV Areas, Trails or Facilities**

Provide a clear and concise description of the project scope and approach, which details maintenance, repair, re-route or rehabilitation needs. Activities should be broken down by major tasks with starting and ending dates. Applicant must submit images documenting maintenance, repair or rehabilitation needs, and will be asked to submit images of the improvements as part of the reimbursement request. Explain how the project will enhance the proposer's ability to manage the site with its own resources in the future.

For purchase of equipment, applicant must provide a detailed description of the equipment and the ability of staff to operate, maintain, transport and store the equipment. Provide a list of projects intended for its use. Explain who will be responsible for safeguarding the equipment to ensure it is maintained and available for the purposes for which it was purchased.

For signing projects, proposer should document sign plan policy to ensure the use of nationally recognized signs and to limit liability on behalf of the managing agency of the OHV riding area.

- Required Documentation:
- Images that document necessary maintenance, repair, re-route or rehabilitation need(s).

AND/OR

### **3 B. Monitoring and Protection of Existing OHV Areas, Trails, or Facilities**

Provide a clear and concise description of the project scope and approach, which includes a discussion of the resources to be protected and the monitoring protocols that will be used. Explain how this project will reduce OHV conflicts or impacts resources. Activities should be broken down by major tasks with starting and ending date.

For rule enforcement projects, describe the OHV emergency, medical or enforcement issue(s) and how the grant will solve the problem(s). Explain how the outcome will be measured.

**Category 4 – Rider Education, Safety and Training Program**

Provide a clear and concise description of the project scope and approach, and clearly state specific outcomes and deliverables. Describe training program content and course delivery methods and explain how trail ethics and environmental stewardship will be part of the training. Discuss marketing program to attract course participants. Describe qualifications of training personnel. List proposed fee and training schedules. Activities should be broken down by major tasks with starting and end dates.

- **Education Program** – Provide a clear and concise description of the project scope and approach and clearly state specific outcomes, and deliverables. Include curriculum and implementation strategy. Describe target audience.
- **Education Materials** – Provide a clear and concise description of the project scope and approach, and clearly state specific outcomes, and deliverables. Explain the type, content, quantity, and distribution plan. Describe target audience.
- **OHV Volunteer/Ambassador Program** – Provide a clear and concise description of the project scope and approach, and clearly state specific outcomes and deliverables. Describe the qualifications and training of volunteers and list the type of materials and equipment that will be provided. Describe tasks and responsibilities to be assigned to volunteers, and how the volunteers will be managed. Identify the area in which volunteers will be assigned and provide written documentation from the land management agency that the volunteer/ambassador program is authorized on managed lands. Explain how the public will identify volunteers.

**Required Documentation:**

- Course Outline.
- Curriculum for education program (if applicable).
- Documentation that the volunteer/ambassador program is authorized by the proposed land management agency (if applicable).

**Category 5: Acquisition****Acquisition of Lands to be Included in the System**

- A. Provide a description of the property that includes all the following:
- Location and configuration of the project, including section, township, and range.
  - Zoning/land use designation:
    - Legal access;
    - Total acreage;
    - Assessed value as evidenced by county tax records.
    - Assessment of the property's ecological values (forests, hydrology, flora, fauna, etc.).
    - Assessment of the property's historical, archaeological, and cultural resources.
    - Assessment of the property's suitability for OHV recreational use, including the ability to implement successful sound abatement strategies.
- B. Describe in detail the proposed land use. Indicate what trail use will be supported, such as single-track OHMs, ATVs or shared use, and the support facilities that are proposed.
- C. Provide documentation that the property is properly zoned or has been granted a special use permit to allow for OHV recreation.
- D. Address whether OHV recreation on this property has been vetted through a public process. If so, explain.
- E. Describe adjacent land use and address any potential conflicts.



- F. If an area is not opened for public riding within three years an agency must submit a request for extension (up to an additional year) or the agency shall reimburse all funds.

**ATTACHMENT A****Project Budget Worksheet**

Category: \_\_\_\_\_ TOTAL PROJECT \$ \_\_\_\_\_ / 100%

**SUMMARY OF COSTS** (A minimum of 80/20 match on behalf of the proposer is REQUIRED)

TOTAL PROJECT BUDGET: \$ \_\_\_\_\_

REQUESTED GRANT \$ \_\_\_\_\_ / \_\_\_\_\_ % LOCAL MATCH \$ \_\_\_\_\_ / \_\_\_\_\_ %

	GRANT (I)	MATCH (II)
Contractual costs	_____	_____
Personnel costs	_____	_____
Travel costs	_____	_____
Equipment costs	_____	_____
Supply costs	_____	_____
Operating costs	N/A	_____
Other	_____	_____

Total Requested Grant (I) \$ \_\_\_\_\_ ( \_\_\_\_\_ %)Total Local Match (II) \$ \_\_\_\_\_ ( \_\_\_\_\_ %)

100% Total Program Cost (III) \$ \_\_\_\_\_ (Sum of I and II)

**A PROJECT BUDGET WORKSHEET**  
**DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED**

**PROJECT LOCATION INFORMATION** (Please print or type)

County \_\_\_\_\_

Specific Location of the Project (Please use major roads and intersection): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Land in Pubic Ownership? \_\_\_\_\_

Name of Landowner: \_\_\_\_\_

Project Title: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

**ATTACHMENT A - Project Budget Worksheet (cont.)**

Please note: All applications must include a detailed itemized budget summary that lists all anticipated expenditures and explains all project costs.

**IMPORTANT: THIS FORM MUST BE USED. APPLICANTS NOT USING THIS FORM WILL BE RULED INELIGIBLE.**

Cost Items	Quantity (#)	Rate or Price (\$)	Grant Cost (\$)	Match Cost (\$)
<u>Contractual</u> (description)				
<u>Personnel</u> (list titles or positions)				
<u>Travel</u>				

**ATTACHMENT A –  
Worksheet (cont.)****Project Budget**

<b>Cost Items</b>	<b>Quantity (#)</b>	<b>Rate or Price (\$)</b>	<b>Grant Cost (\$)</b>	<b>Match Cost (\$)</b>
<u>Equipment</u> (list items)				
<u>Supplies</u> (list items)				

**ATTACHMENT A – Project Budget Worksheet (cont.)**

<b>Cost Items</b>	<b>Quantity (#)</b>	<b>Rate or Price (\$)</b>	<b>Grant Cost (\$)</b>	<b>Match Cost (\$)</b>
<u>Operating Costs</u> (list)			N/A	
<u>Other</u> (list specific items)				
<b>Total</b>				

## ATTACHMENT B

### EVALUATION CRITERIA

#### **\*To Be Completed By The OHV Advisory Grants Sub-Committee \***

Each project application should include (1) project scope and approach, (2) clearly stated outcomes, (3) staffing plan, (4) sequence of activities (broken down by task with starting and ending dates) and (5) required resources. OHVs have an impact on the resources and environment and must be addressed in your project outline. REFER TO PART III – THE GENERAL INSTRUCTIONS FOR PROPOSAL REQUIREMENTS.

Each project application will be evaluated and scored based on the applicant's response to both the general scoring criteria and scoring criteria for the specific project category in which the application was submitted. Where appropriate, supporting documentation must be provided to receive the associated points. REFER TO PART IV – GENERAL PROPOSAL CRITERIA.

#### **GENERAL CRITERIA - Maximum Possible Points: 50**

<b>Section 1: Capacity to Develop, Operate and Maintain the Project</b> (Maximum 10 points)	
A. Applicant demonstrates ability to develop and produce educational materials.	_____(5)
B. Applicant has an adequate plan and staffing to support the project's implementation and sustained operation.	_____(5)
<b>Section 2: Demonstrated Need</b> (Maximum 20 points)	
A. Project is in what OHV Region? (choose 1)	
• Statewide Program	_____(10)
• Region 4	_____(10)
• Region 3	_____(8)
• Region 2	_____(6)
• Region 1	_____(4)
B. Project is in a Rural Economic Development Initiative Community ( <a href="https://floridarevenue.com/property/pages/localofficials.aspx">https://floridarevenue.com/property/pages/localofficials.aspx</a> ) per Section. 288.0656, Florida Statutes.	_____(5)
C. No OHV trails on public land open to the public within 60 (driving) miles of the project site.	_____(5)
<b>Section 3: Cost Effectiveness</b> (Maximum 12 points)	
A. Matching Funds (Grant Applicant)	
50:50	_____(10)
60:40	_____(6)
80:20	_____(2)
B. Applicant provided an executed cooperative agreement, in which the public or private entity agrees to provide 10 percent or more of the total project cost in cash, land, or labor services for the development/construction of this project. The applicant holds the lead management responsibility in all cases.	_____(2)

**GENERAL CRITERIA(Cont.)**

<b>Section 4: Community Involvement and Support</b> (Maximum 8 points)	
A. Government resolution or letters of support provided (1 point per submission up to four total).	_____ (4)
B. Letter of support from community organizations or clubs (1 point per submission up to four total).	_____ (4)
<b>TOTAL for GENERAL CRITERIA</b> _____	

**PROJECT SPECIFIC CRITERIA - Maximum Possible Points: 50**

<b><u>Pre-Construction - Planning, Design and Permitting of New OHV Recreational Area, Trails, and Facilities</u></b> (Maximum 50 points)	
A. Site design for new OHV riding area/trail system with both single-track OHM trails and ATV trails	_____ (20)
B. Site design for new OHV riding area/trail system with single track OHM trails only	_____ (10)
C. Site design for new OHV riding area/trail system with ATV trails only	_____ (10)
D. Site design for new OHV support facilities	_____ (10)
	<b>Category 1 Total</b> _____
<b>Construction</b> (Maximum Possible Points: 50)	
<b><u>Construction of New Areas and Trails</u></b> (Maximum 30 points)	
A. Project creates new single-track OHM trails and ATV trails	_____ (30)
B. Project creates new single-track OHM trails only	_____ (10)
C. Project creates new ATV trails only	_____ (10)
AND/OR	
<b><u>Constructing New Facilities</u></b> (Maximum 20 points)	
A. Trailhead facilities (parking, restrooms, campgrounds)	_____ (10)
B. Other infrastructure needs (fencing, signing, lighting, etc.)	_____ (10)
	<b>Category 2 Total</b> _____

<p><b>Maintenance and Monitoring</b> (Maximum Possible Points: 50)  <b>Repair, Maintenance, and Rehabilitation of Existing OHV Areas, Trails, and Facilities</b></p> <p><u>Maintenance or rehabilitation of existing trails and facilities</u> (Maximum 25 points)</p> <p>A. Re-route or maintenance of existing OHV trails or riding area _____ (10)  B. Renovation or maintenance of existing support facilities _____ (13)</p> <p><u>Purchase of OHV trail equipment/training for equipment</u> _____ (2)</p> <p>AND/OR</p> <p><u>Monitoring and Protection of Existing OHV Areas, Trails, or Facilities</u> (Maximum 25 points)</p> <p>A. Demonstrated how it will monitor and reduce OHV impacts and restore environmental resources. _____ (8)  B. Demonstrated plan to implement a formal monitoring or stewardship program. _____ (7)  C. Demonstrated plan to provide rule enforcement within an OHV area. _____ (5)  D. Identified resources (natural, historical, archeological, and cultural) on site and has demonstrated how they will be protected and managed. _____ (5)</p> <p style="text-align: right;"><b>Category 3 Total</b>  _____</p>	
<p><b>Education</b>  (Maximum 30 points)</p> <p><u>Educational Outreach</u></p> <p>A. Certified Education, Safety, and Training program to promote trail safety and environmental stewardship. _____ (10)  B. Publications or other media aimed at promoting public awareness and education, such as brochures, maps, billboards, etc. _____ (5)  C. Implementation of an OHV Volunteer/Trail Ambassador Program _____ (15)</p> <p><b>Rider Education, Safety, and Training Programs</b>  (Maximum 10 points)</p> <p>A. ATV or ROV _____ (5)  B. OHM _____ (5)  C. A and B _____ (10)</p> <p style="text-align: right;"><b>Category 4 Total</b>  _____</p>	



<p><b>Acquisition</b>  (Maximum Possible Points: 50)  <u>Acquisition of Lands to be Included in the System</u></p> <p>A. Property is properly zoned or has been granted special consideration to allow for OHV use and documentation provided. _____ (5)</p> <p>B. There is adequate legal access to property and documentation provided. _____ (5)</p> <p>C. Applicant has identified and provided documentation of resources (natural, cultural, and historical) on site and has demonstrated how they will be managed and protected. _____ (8)</p> <p>D. Project location will allow for the successful implementation of noise abatement strategies, such as adequate buffering. _____ (8)</p> <p>E. Proposed uses include recreational riding for both ATV and OHM. _____ (10)</p> <p>F. Site is being purchased to build single track OHM trails only. _____ (3)</p> <p>G. Site is being purchased to build ATV trails only. _____ (3)</p> <p>H. Site will contain support facilities such as restrooms or campgrounds _____ (8)</p> <p style="text-align: right;"><b>Category 5 Total</b></p>	
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**PROJECT SPECIFIC CRITERIA TOTAL** \_\_\_\_\_

**GRAND TOTAL (General Criteria + Project Specific Criteria)** \_\_\_\_\_

**ATTACHMENT C**COUNTIES BY OHV TITLING REGION

OHV Region	County
1	BAY
1	CALHOUN
1	ESCAMBIA
1	FRANKLIN
1	GADSDEN
1	GULF
1	HOLMES
1	JACKSON
1	JEFFERSON
1	LEON
1	LIBERTY
1	OKALOOSA
1	SANTA ROSA
1	WAKULLA
1	WALTON
1	WASHINGTON
2	ALACHUA
2	BAKER
2	BRADFORD
2	CLAY
2	COLUMBIA
2	DIXIE
2	DUVAL
2	FLAGLER
2	GILCHRIST
2	HAMILTON
2	LAFAYETTE
2	LEVY
2	MADISON
2	MARION
2	NASSAU
2	PUTNAM
2	ST. JOHNS
2	SUWANNEE
2	TAYLOR
2	UNION

OHV Region	County
3	BREVARD
3	CITRUS
3	DESOTO
3	HARDEE
3	HERNANDO
3	HIGHLANDS
3	HILLSBOROUGH
3	INDIAN RIVER
3	LAKE
3	MANATEE
3	OKEECHOBEE
3	ORANGE
3	OSCEOLA
3	PASCO
3	PINELLAS
3	POLK
3	SARASOTA
3	SEMINOLE
3	ST. LUCIE
3	SUMTER
3	VOLUSIA
4	BROWARD
4	CHARLOTTE
4	COLLIER
4	GLADES
4	HENDRY
4	LEE
4	MARTIN
4	MIAMI-DADE
4	MONROE
4	PALM BEACH



## ATTACHMENT D

Florida Department of Agriculture and Consumer Services  
Division of Administration  
Bureau of General Services

WILTON SIMPSON

### 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: \_\_\_\_\_ ("Term").

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 (F.S.), may not be renewed.

#### ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

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2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: \_\_\_\_\_

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.

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- 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 reduce payment by:

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- 2.5 Department Services. The DEPARTMENT agrees to provide the following services:

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### **ARTICLE 3: COMPENSATION & EXPENSES**

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows:

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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, F.S. Authorization for travel expenses must be specified in this AGREEMENT.

- 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, F.S., 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, F.S., 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 must include all required reports, forms, and documentation as defined in this AGREEMENT to be accepted as complete by the DEPARTMENT. Invoices determined to be incomplete will be returned to the RECIPIENT within five (5) working days of submission to the DEPARTMENT.
- 3.3.3 Invoices returned by the DEPARTMENT to the RECIPIENT 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(24), 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), F.S., 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.
- 3.6 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

#### **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 any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, F.S., shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 RECIPIENT acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), F.S., shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-

4835, telephone number (813) 324-8700.

- 5.3 RECIPIENT acknowledges and agrees that, pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 a 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 in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 5.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), F.S., 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.
- 5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), F.S., 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.
- 5.6 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), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- 5.7 RECIPIENT shall not discriminate on the basis of race, sex, 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).
- 5.8 RECIPIENT shall comply with Section 20.055, F.S.
- 5.9 RECIPIENT represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List. RECIPIENT further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for by law including the termination of this AGREEMENT.

- 5.10 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.

## **ARTICLE 6: PUBLIC RECORDS**

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, F.S., 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 no cost to the DEPARTMENT.
  - 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 Section 119.07(1), F.S.

- 6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

**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](mailto: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. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Section 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 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: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) 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:

7.3.1.1 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.

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

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

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

7.3.1.5 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.

7.3.1.6 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, F.S.
- 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, F.S.; 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, F.S., 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, F.S., 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, F.S., is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., 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, F.S.
- 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, F.S. 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, F.S., 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, F.S. 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, F.S. 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. The instrument, including any attachments or exhibits, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

9.6 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, 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 No Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to RECIPIENT's compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (2) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the RECIPIENT until RECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the RECIPIENT; and (3) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.
- 9.11 Survival. The termination of this AGREEMENT (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 9.2, and 9.10 hereof and Article 8 hereof will survive the termination of this AGREEMENT.
- 9.12 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.
- 9.13 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the DEPARTMENT's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 9.14 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is \_\_\_\_\_ and is located at \_\_\_\_\_

The contract manager for the RECIPIENT is \_\_\_\_\_ and is located at \_\_\_\_\_.

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

- 9.15 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 8.12 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: \_\_\_\_\_

## **ARTICLE 10: STATE FUNDING DISCLOSURE**

- 10.1 State resources awarded to the RECIPIENT pursuant to this AGREEMENT and are from the Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance (title and number) \$ \_\_\_\_\_ (amount).

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).

- 10.2 Reporting Requirements. Pursuant to Section 216.1366, F.S., contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S., require the RECIPIENT to provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the RECIPIENT, and (2) allocated under each payment by the DEPARTMENT to be used for remuneration of any member of the board of directors or an officer of the RECIPIENT. The documentation must indicate the amounts and receipts of remuneration.
- 10.3 The RECIPIENT \_\_\_\_ (is or is not) \_\_\_\_ classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the RECIPIENT \_\_\_\_ (shall or is not required to) \_\_\_\_ complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](#) in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this AGREEMENT and with each invoice submission in accordance with Section 3.3..
- 10.4 If a RECIPIENT is subject to the reporting requirements of Section 216.1366, F.S., and maintains a website, the RECIPIENT must post the information required by Section 216.1366(3), F.S., on its website.
- 10.5 Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the AGREEMENT as prescribed in Section 7.2.

## ARTICLE 11: EXECUTIVE COMPENSATION

- 11.1 The RECIPIENT shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds form \(FDACS-01317\)](#) within ten (10) business from execution of this AGREEMENT. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.
- 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, or this AGREEMENT results from the RECIPIENT being named in statute as the required recipient of a sole-source, public-private agreement, 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 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 7 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.

**\*\*\* Remainder of Page Left Intentionally Blank \*\*\***



IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits, hereto, the parties have caused to be executed this AGREEMENT by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

RECIPIENT

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Signature

---

Signature

---

Director, Division of Administration

---

Title

---

Title

---

Date

---

Date

## ATTACHMENT E

### T. MARK SCHMIDT OFF HIGHWAY SAFETY AND RECREATION GRANT PROGRAM

#### CERTIFICATION OF ACCEPTANCE

Grant Recipient: \_\_\_\_\_ MOU Contract # \_\_\_\_\_

Project Title: \_\_\_\_\_

1. How will the project contribute to the enhancement of OHV safety or recreation opportunities locally?

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2. Have the spirit and intent of the grant project been achieved?    Yes    No    (Circle one)  
If No, please explain:

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3. Changes or corrective actions required to bring the project up to a satisfactory level:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_

The overall project is: (Circle one)                      SATISFACTORY                      UNSATISFACTORY

As an authorized representative of the above listed grant recipient, I hereby attest that the grant provisions of FDACS Contract # \_\_\_\_\_ have been complied with.

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
                 Authorized Representative

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
                 Florida Forest Service Representative