



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

Tuesday
April 21, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: April 7, 2020

APPROVAL OF THE AGENDA

April 21, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://us04web.zoom.us/j/984277083?pwd=NmtlZCtyMW1zYUNjakxFNzZGYlZpUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: 929-205-6099

Meeting ID: 984 277 083

Password: 753265

For complete instructions on joining and/or participating during Public Comment, please click the following link:

Attachment: Zoom Instructions

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

BOARD APPOINTMENT

- 1. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Sally Ling to the Historic Preservation Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Todd Drosky

Attachment: Historic Preservation Board

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 2. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Grant Agreement with the State Division of Emergency Management for the City's receipt of grant funds related to Hurricane Irma disaster debris removal and other disaster related emergency measures in the amount of \$2,249,910.97; authorizing execution of the Grant Agreement; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: State Division of Emergency Management

- 3. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the purchase of a license plate reader camera system, software and related equipment from Vetted Security Solutions, LLC, in the amount of \$277,170.00 utilizing Law Enforcement Trust Funds; providing for execution, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: BSO - Law Enforcement

Attachment: Law Enforcement Trust Fund

- 4. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-02-PC for Design-Build Construction Services for the Center of Active Aging; authorizing the City Manager to commence contract negotiations with Seawood Builders, LLC, the top ranked firm; providing for severability and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Seawood Builders, LLC

DEPARTMENTAL BUSINESS

5. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE X "LOBBYIST REGISTRATION REQUIREMENTS" OF CHAPTER 2 "ADMINISTRATION"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for May 5, 2020

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Clerk

Attachment: Lobbyist Registration Requirements

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Tuesday, May 5, 2020

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, April 7, 2020

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

Mayor Ganz recognized the passing of Deputy Bennett, BSO District X, resulting from COVID-19; thereafter, was the Pledge of Allegiance.

CITY OF DEERFIELD BEACH EMERGENCY ORDER 2020-05

1. Motion to Ratify Public Meeting Procedures Utilizing Communications Media Technology during Declared Public Health Emergency.

Anthony Soroka, City Attorney, provided a brief overview of Item 1; wherein, at the last City Commission meeting, the Commission approved a resolution authorizing the City Manager to arrange meetings electronically during health emergencies. Since then, an executive order was issued by the Governor that allows these meetings to be held utilizing communications media technology. Emergency order, 2020-05, was issued and adopted procedures that were followed, dealing with notice, public comment and minutes, needed for the meeting tonight.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve an electronic meeting due to public safety concerns. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – March 17, 2020

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve the minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Pension Board Meeting Minutes - February 10, 2020

Hillsboro Inlet District Meeting Minutes - January 27 & February 24, 2020

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 7, 2020

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Nancy Rinderman, 1631 Riverview Road, Deerfield Beach, provided an e-mail thanking the City Commission and staff for their efforts in keeping Deerfield Beach residents safe.

The e-mail was read during the meeting for the record.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 2. Resolution 2020/039 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Qualifications #20-17-PC for Fleet Maintenance and Repair Services to the responsive firms; authorizing execution of continuing contracts with the nine responsive firms for services on an as needed basis; and providing for an effective date. (Funds from multiple accounts)**

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

Commissioner Hudak asked for clarification on the item as it appears that nine (9) businesses are allowed to bid and how is it determined which bidder will receive the contract for various services.

David Santucci, City Manager, replied that there are instances when existing fleet staff cannot perform the work due to the amount of work; therefore, the contractors would handle overflow work. Additionally, he explained the difficulty in recruiting and retaining mechanics. Each firm would provide a bid based on the work needed; whereby, the work cannot be completed in-house.

Commissioner Preston commented on the problems associated with recruitment. According to the backup, there are approximately 250 vehicles and at some point all of them will need repairs. Further, an exact fiscal impact cannot be determined since everything must be bid. He asked that the Commission consider creating a Fleet Maintenance Recruitment Repair Program to identify high school seniors who may be viable maintenance workers or mechanics. Commissioner Preston commented on his experience with the JM Family program; he continued to explain how it would work and asked for feedback.

Mayor Ganz said it is an outstanding idea. He said working with the Jim Moran Automotive Center and the high schools is a great idea.

Commissioner Hudak said it is very difficult to fill positions for both diesel and automotive mechanics; whereby, the JM program focuses on auto mechanics and would not be conducive to filling City positions.

Commissioner Drosky commented on the success of the JM Youth Automotive Program and encouraged staff to reach out to them and the high schools for options and availability.

Mr. Santucci said staff has reached out to the center, but as Commissioner Hudak mentioned, they train for automotive repair. Nevertheless, he said staff will look at working with trade schools and high schools, and will consider an apprenticeship program which has been successful for the Water Plant.

There was continued discussion regarding options for creating work in the industry and exploring the options mentioned as well as the apprenticeship program.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Commissioner Preston thanked the Commission for their support.

Vice Mayor Parness agreed with the solutions presented.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 2, adopted Resolution 2020/039. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

3. **Resolution 2020/040 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide cost share support of a NatureScape Irrigation Service within the water utility service area and authorize Broward County to conduct specific technical activities as part of landscape irrigation system evaluations; authorizing execution of the Agreement with Broward County; and providing for an effective date. (Funds from Account #001-7020-539-32-22 - Irrigation Services)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

David Santucci, City Manager, said this is a supplemental program with the County. He explained that the County comes out to check the irrigation system in different areas for leaks and water conservation measures. This program helps with certain permits and licensing requirements, whereby, the City receives points for the requirements.

Due to technical difficulties, Dr. Jennifer Jurado, Broward County, was unable to speak, but advised via chat that she called in to respond to questions.

Additionally, Mr. Santucci said this is a new agreement for an additional five (5) years; whereas, the first agreement was approved in 2015.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 3, adopted Resolution 2020/040. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

4. **Resolution 2020/041 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #20-05-JW for city-wide tree trimming, removal, and maintenance services to Southern Arbor Services, Inc.; authorizing execution of an agreement with Southern Arbor Services, Inc.; and providing for an effective date. (Funds from Account #001-7020-539-32-19 - Tree Maintenance)**

The Resolution was read by title only.

David Santucci, City Manager, explained the bid process, whereby, 48 vendors received a notification, but only three (3) bidders responded. Southern Arbor Services was the top ranked firm with the lowest cost. Mr. Santucci said the contract is important as it is needed for hurricane season. The trees are trimmed twice a year, before hurricane season and again during the winter months.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 4, adopted Resolution 2020/041. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS

5. **Resolution 2020/042 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park, 1633 Riverview Road, on August 15, 2020 from 4:00 pm to 8:00 pm; providing for cancellation of the event if necessary for public health and safety concerns; and providing for an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, said holding community events (Items 5&6) depends on the outcome of the pandemic and whether certain restrictions are lifted. Thereafter, he commented on how the event came to fruition and after collaborating with Blue Water Movement Inc., they agreed to hold it in Deerfield Beach instead of Pompano Beach where it has been held. There is a recommendation to not approve for in-kind fees which is always the case when the event has not been budgeted.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Commissioner Hudak said he attended the event last year in Pompano Beach and was highly impressed. However, he is concerned with residents from Hillsboro Landings I & II, but after speaking with them, they are in favor. Therefore, he supports the event.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 5, adopted Resolution 2020/042. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

6. **Resolution 2020/043 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the 15th Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 13, 2020 from 8:00 am to 12:30 pm, and a Night Dive Special Event taking place on June 12, 2020 from 7:30 pm to 9:30 pm; providing for cancellation of the event if necessary for public health and safety concerns; and providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Commissioner Hudak spoke in support of the event, as it not only benefits the community, but the environment. He commented on the amount of debris collected during the event.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 6, adopted Resolution 2020/043. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS – CONTINUED**ADDENDUM**

7. **Resolution 2020/044 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing City Manager David Santucci, Chief Financial Officer Stephanie Tinsley, and Assistant City Manager Angelia Adediran to execute checks on behalf of the City; providing for conflicts, severability and an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 7, adopted Resolution 2020/044. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

8. **EMERGENCY ORDINANCE 2020/11 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Anthony Soroka, City Attorney, explained that the Commission declared a state of local emergency previously for 30 days which expires April 17th. However, by taking this necessary action, the declaration is further extended beyond April 17th. In addition, Item 9 effectuates the extension by resolution.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 8, adopted Ordinance 2020/011. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

9. **Resolution 2020/045 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until May 17, 2020; ratifying and approving all emergency orders and actions taken by the City Manager concerning or related to the COVID-19 Emergency; authorizing the City Manager to take appropriate actions; providing an effective date.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, recommended approving the Item as amended, removing the language to ratify and approve all emergency orders taken by the City Manager as the procedures were approved at the beginning of the meeting.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

DEPARTMENTAL BUSINESS – CONTINUED

ADDENDUM – CONTINUED

In response to Commissioner Hudak's question, Mr. Soroka replied that the City Commission can terminate the state of local emergency if deemed necessary before May 17th.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 9, adopted Resolution 2020/045. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL

CITY MANAGER

COVID – 19 Pandemic – David Santucci, City Manager, said that there are just under 15,000 cases of the virus in Florida, with 2,200 in Broward County; whereby, the number of cases in Deerfield Beach are relatively low. He further shared the numerous orders communicated since the onset of the pandemic and the difficulty faced in tracking and disseminating the information; nevertheless, the Public Affairs & Marketing Department have been stellar in communicating with the public. Additionally, something of this magnitude would have never been imagined, but the City's first responders and others, i.e. Code Enforcement have helped tremendously on the front lines.

Workforce Changes – Mr. Santucci outlined the changes made due to the pandemic. There have been changes both operationally and with pay; furthermore, a telecommuting policy was created. Mr. Santucci advised that additional hardware and other resources, i.e. VPN access, added bandwidth and laptop purchases was necessary to bring as much of the workforce up to par for telecommuting. He added that the workforce is now working on a rotating basis and telecommuting as much as possible. The rotational shifts serve two (2) purposes, keeping the employees safe by abiding by CDC guidelines for social distancing and avoiding an outbreak. If the measures implemented were not adhered, an outbreak would impact essential city functions.

Continuing, Mr. Santucci said essential functions such as water, wastewater, solid waste and public safety have continued. Thereafter, he commented on the emergency pay policy which provides time and a half for essential and non-essential employees are paid regular time. The revised pay plan was implemented due to the rapid changes within the State. Moreover, Mr. Santucci commented on the peak time for the virus being April 15th and the severity of cases in other states. Lastly, he advised that operations and personnel policies are being adjusted for economic impact.

CITY ATTORNEY

COVID – 19 Pandemic – Anthony Soroka, City Attorney, echoed the sentiments of Mr. Santucci, and said this is a very interesting time, and would not have guessed that a meeting would be held in a virtual environment.

CITY COMMISSION BUSINESS

10. Consideration to approve voting delegates to the 2020-2021 Board of Directors for Broward League of Cities.

Samantha Gillyard, City Clerk, announced that Vice Mayor Parness was disconnected from the meeting; however, staff will attempt to reconnect him.

Commissioner Drosky said there are various obstacles the League has worked on and will continue in the upcoming year; therefore, he wishes to remain the voting delegate to address them. Some of the issues include: placement of school resource officers, which needs to be equally distributed and funded; a recycling task force is in place to study options on how to address the recycling debacle.

CITY COMMISSION BUSINESS - CONTINUED

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Vice Mayor Parness was unable to rejoin for this item.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Commissioner Drosky as the voting delegate, Commissioner Hudak as the first alternate and Vice Mayor Parness as the second alternate. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston and Mayor Ganz

Nays: 0

COMMENTS BY MAYOR AND CITY COMMISSIONERS**COMMISSIONER HUDAK****DISTRICT 1**

COVID-19 Pandemic – Commissioner Hudak commented on his experiences with the departed Deputy Bennett, BSO District X. He said Deputy Bennett will be sorely missed and BSO was lucky to have him. Thereafter, he encouraged everyone to be safe during this deadly virus and provided statistics on the cases in various cities; Deerfield Beach has 35 cases. He commended staff and BSO for everything they have done, as well as the public for doing their part to stay safe.

Saturday Hours – Commissioner Hudak said he is taking appointments telephonically for Saturday and said to reach out to City Hall.

Census 2020 – Commissioner Hudak encouraged everyone to complete the census application; which can be submitted online with the use of a code sent to each person's home, through the mail and by calling 844.330.2020.

COVID – 19 Cases – Commissioner Hudak said cases in Florida are doubling every three (3) days, but the peak has not been reached. By the next City Commission meeting, April 21st, Florida will see over 500 deaths. He encouraged everyone to be safe, proactive and vigilant during this time.

David Santucci, City Manager, said Vice Mayor Parness is back on the call.

Vice Mayor Parness confirmed that he was online to hear Commissioner Hudak's comments.

COMMISSIONER PRESTON**DISTRICT 2**

COVID – 19 Pandemic – Commissioner Preston expressed condolences for Deputy Shannon Bennett, BSO District X. He said he hopes normalcy will resume soon, but understands there will be a challenge.

Accolades - Commissioner Preston said tonight's virtual meeting is a new experience and dealing with computer equipment/software can be challenging, but with the training provided by City Clerk staff, he is confident in using the software tonight. Furthermore, he thanked the City Manager for continued communication and the city workers who work hard to maintain the City. He also thanked his colleagues for their commitment to the City as their actions give him confidence in how things are operating. Lastly, he thanked the City Attorney for communicating issues with him as they arise.

COMMISSIONER DROSKY**DISTRICT 4**

Condolences - Commissioner Drosky expressed condolences for the loss of Deputy Bennett and thanked Commissioner Hudak for sharing the photo of Deputy Bennett and other city staff during the elementary school walk.

Accolades – Commissioner Drosky thanked District 4 residents for adhering to the CDC and law enforcement guidelines. Though it has been difficult, Deerfield Beach will be better off in the end. Additionally, he thanked the City Manager for everything he has done in this difficult time. He commented on making the changes to the pay plan

COMMENTS BY MAYOR AND CITY COMMISSIONERS - CONTINUED

and applauded Mr. Santucci for being adaptable as things are changing day by day.

State Budget - Commissioner Drosky said the State's budget has passed and the City was approved for two (2) grants; \$195,150 for the Alzheimer's daycare center and \$250,000 for the preschool. He said he is confident that the Governor will not veto these grants.

Passover/Easter – Commissioner Drosky wished everyone a happy Passover, which starts tomorrow, and Easter takes place Sunday.

Poem – Take Heart – Commissioner Drosky read a poem by Kitty O'Meara that outlines what people are doing to adjust to the pandemic and life after the pandemic.

VICE MAYOR PARNESS**DISTRICT 3**

COVID-19 Pandemic – Vice Mayor Parness explained that the disease is very serious which is why the beach and pools are closed. He said the disease has affected people younger than him; wherein, the disease does not recognize age. Further, he thanked staff, as they continue working very hard to keep residents safe.

Safekeeping Procedures – Vice Mayor Parness said the Target on Federal Highway in Deerfield Beach has implemented safeguards to keep residents safe. The shopping carts are cleaned with disinfectant after each use and there are measures in place for customers during and after checkout. Lastly, he encouraged everyone to stay safe.

MAYOR BILL GANZ

COVID-19 Pandemic – Mayor Ganz expressed condolences for Deputy Bennett, BSO District X, who was beloved by the students, teachers, staff, and parents at Deerfield Beach Elementary School as well as his colleagues. He also said his primary doctor of 18 years passed last week as a result of the virus.

Staff Efforts – Mayor Ganz also thanked staff for their efforts during the pandemic as there is not a playbook. He also said he is glad there is flexibility to reevaluate certain processes, such as employee pay which will be adjusted. Mayor Ganz said money can be replaced, but human life cannot.

Emergency Order - Mayor Ganz said he asked the City Manager and City Attorney to address personal protective equipment (PPE) in the local order. He is disappointed that people have left gloves and masks in various parking lots for others to handle. Now, the order allows enforcement of up to a fine of \$500.

Diagnosed Cases – Mayor Ganz said while there are under 40 cases in Deerfield Beach, last Wednesday, there were 16, so it will change. He thanked staff and the first responders for everything they have done

Local Businesses – Mayor Ganz encouraged everyone to support the local businesses as they are taking a hit. He said some businesses like Oceans 234, Casamia and others are providing takeout and delivery services. Others, like Danielle Rossi at Oceans 234 are going beyond and providing toilet paper and paper towels. The main message is to be careful and kind.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to adjourn the meeting at 8:26 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Virtual City Commission Meeting – April 21, 2020

DEERFIELD BEACH – YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 21, 2020, at 7:00 PM utilizing communications media technology** with elected officials and City staff participating through video conferencing.

On March 20, 2020, Governor DeSantis issued Executive Order 20-69, suspending any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place. The Order further allows for local government bodies to utilize communications media technology, such as telephonic and video conferencing.

A copy of the agenda for the April 21, 2020 meeting can be accessed at <http://www.deerfield-beach.com/1554/Meetings-Agendas>. To ensure compliance with the City's Safer at Home Emergency Order 2020-03 and the latest CDC recommendations and government orders, the April 21, 2020, regular City Commission meeting will proceed utilizing communications media technology.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

1. Zoom

- a. Via Zoom Online** – Access to the meeting will begin at 6:45 PM on April 21, 2020.
 - i. Use the following link below to access the meeting via Zoom:
<https://us04web.zoom.us/j/984277083?pwd=NmtlZCtyMW1zYUNjakxFNzZGYlZpUT09>
 - ii. The video camera display feature is disabled for public use
- b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.
 - i. Call-in Number: 929-205-6099, Meeting ID: 984 277 083

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

2. YouTube

The meeting will also be available to the public via YouTube for Audio and Video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no earlier than 6:45 PM on April 21, 2020, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. Via Email** – Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** – If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-319

Agenda Date: 4/21/2020

Status: BOARD APPOINTMENT

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Sally Ling to the Historic Preservation Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board ("Board") establishing the powers and duties of the Board, which shall consist of five (5) regular members. The purpose of the Board is to inventory, designate, certify, regulate, and manage resources in the City.

Current Activity

There is currently one (1) regular member and four (4) vacancies on the Board. Commissioner Drosky has nominated Sally Ling to serve as a member of the Historic Preservation Board of the City of Deerfield Beach for a term ending on May 15, 2021. If appointed, there will be three (3) vacancies remaining for the seats appointed by Mayor Ganz, Commissioner Preston, and Vice Mayor Parness.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING SALLY LING TO THE
HISTORIC PRESERVATION BOARD; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board (“Board”), which shall consist of five (5) regular members, and establishing the powers and duties of the Board; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the appointing Commissioner’s term expiration date; and

WHEREAS, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

WHEREAS, Commissioner Drosky has nominated Sally Ling to serve as a member of the Historic Preservation Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. Sally Ling is hereby appointed to serve as a member of the Historic Preservation Board of the City of Deerfield Beach for a term ending May 15, 2021.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 2/19/2020

The attached application from Sally Ling for the

Historic Preservation Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 2-27-2020

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☒ Vice Mayor Todd Drosky
☐ Commissioner Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Bernie Parness

**CITY OF DEERFIELD BEACH
RECEIVED**

FEB 27 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Historic Preservation

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name

Sally Ling

Address

1271 NW 52 way

City

Deerfield Beach State *FL*

Zip *33442*

I reside in District # (can be found on back of your Voter Registration Card) *4*

Year- Round Resident?

Yes



No



But plan to sell 2nd home & live in FL year around.

If No, how what months are you away? *2*

Home Phone

954-428-4420

Work/Mobile Phone

E-mail

Sling48145@aol.com

Employer

self

Address

Occupation (if retired, please indicate and list former occupation)

Author, Speaker, Historian

Please list any governmental Advisory Boards or Committees on which you currently serve:

CITY OF DEERFIELD BEACH RECEIVED

FEB 18 2020

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

BS Education

Professional: Certification(s)

Knowledge: Training, interest or experience Have lived in Florida since 1966 - in Deerfield since 1992.
Have written 16 historic nonfiction & fiction books on Florida history, including the recent book: Deerfield Beach: The Land and Its People Former Teacher.

Community Involvement: List organizations/positions

The Church @ Deerfield Beach

Organizations: Memberships

Deerfield Beach Historical Society
Boca Raton Historical Society
Deerfield Beach High School Museum Committee

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Sally J. Ling

Date: 2/18/20

Print Name:

Sally J. Ling

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional Information may be included; however, the application MUST be completed.



HISTORIC PRESERVATION BOARD

Creating Authority:

Ordinance No. 2020/004

Method of Appointment:

Five (5) Regular Members

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, quarterly or four (4) times within the calendar year

Functions and Responsibilities:

Providing historical markers, plaques, and other recognition for individual historic resources, districts, archaeological sites, archaeological zones, and paleontological zones.

Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.

Developing and applying design guidelines.

Initiating, reviewing, and updating historic site surveys in the City.

Reviewing National Register nominations and providing comments to the appropriate entities.

Reviewing and making recommendations to City staff regarding grants and financial incentives that assist in promoting historic preservation within the City that are available to property owners and the City.

Promoting the awareness of historic preservation and its community benefits.

Preparing and maintaining records of the Historic Preservation Board's actions and decisions.

Fulfilling all obligations and requirements associated with the Certified Local Government Program.
Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.

Method of Appointment:

The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation.

After expiration of initial members, those appointed in 2020, all other members shall serve for a two (2) year term.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
(Mayor)			NEW			05/15/21
Mary Jones (District 1)	1162 SE 3 rd Terrace, Deerfield Beach, FL 33441	954-426-4264	NEW	2020/028	03/04/20	05/15/23
(District 2)			NEW			05/15/23
(District 3)			NEW			05/15/21
(District 4)			NEW			05/15/21



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-377

Agenda Date: 4/21/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Grant Agreement with the State Division of Emergency Management for the City's receipt of grant funds related to Hurricane Irma disaster debris removal and other disaster related emergency measures in the amount of \$2,249,910.97; authorizing execution of the Grant Agreement; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach incurred significant expenses related to the City's disaster response and recovery efforts in connection with Hurricane Irma.

The City applied for a grant available to local governments for reimbursement of costs associated with debris removal, emergency protective measures, and repair or replacement of disaster damaged facilities related to Hurricane Irma, funded by the Federal Emergency Management Agency ("FEMA") Public Assistance Program and administered through a partnership with the Florida Division of Emergency Management (the "Division").

Current Activity

The City was awarded \$2,249,910.97 under FEMA's Public Assistance Program for reimbursement of the City's expenditures related to Hurricane Irma (the "Grant"). In order to receive the Grant, the City is required to execute the Grant Agreement with the Division, attached as Exhibit "A" (the "Grant Agreement").

Recommendation

Staff recommends the City Commission approve and authorize the City Manager to execute the Grant Agreement.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE DIVISION OF EMERGENCY MANAGEMENT FOR THE CITY'S RECEIPT OF GRANT FUNDS RELATED TO HURRICANE IRMA DISASTER DEBRIS REMOVAL AND OTHER DISASTER RELATED EMERGENCY MEASURES IN THE AMOUNT OF \$2,249,910.97; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") incurred significant expenses related to the City's disaster response and recovery efforts in connection with Hurricane Irma; and

WHEREAS, the City applied for a grant available to local governments for reimbursement of costs associated with debris removal, emergency protective measures, and repair or replacement of disaster damaged facilities related to Hurricane Irma, funded by the Federal Emergency Management Agency ("FEMA") Public Assistance Program and administered through a partnership with the Florida Division of Emergency Management (the "Division"); and

WHEREAS, the City was awarded \$2,249,910.97 through FEMA's Public Assistance Program to reimburse the City for costs associated with Hurricane Irma (the "Grant"); and

WHEREAS, the City intends to use the Grant for the reimbursement of costs expended during Hurricane Irma recovery efforts; and

WHEREAS, in order to receive the Grant, the City is required to execute the Grant Agreement with the Division, attached as Exhibit "A" (the "Grant Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The Grant Agreement with the Division is hereby approved, in substantially the form attached hereto and made a part hereof as Exhibit "A."

Section 3. The appropriate City officials are hereby authorized to execute the Grant Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

Agreement Number:

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Identification Number (FAIN):	_____
Federal Award Date:	_____
Subaward Period of Performance Start and End Date (Cat A-B):	_____
Subaward Period of Performance Start and End Date (Cat C-G):	_____
Amount of Federal Funds Obligated by this Agreement:	_____
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	_____
Federal award project description (see FFATA):	<u>Grant to Local Government for</u> <u>Debris removal, emergency</u> <u>Protective measures and repair or</u> <u>Replacement of disaster damaged</u> <u>facilities.</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u> <u>(DHS) Federal Emergency</u> <u>Management Agency (FEMA)</u>

Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

_____, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specified agreement period." The CFR requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. The time allowed for the

performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding available for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR#

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.370, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).” The Sub-Recipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the

right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal	Grantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15	January 30
Quarter 2 (Q2)	January 1 – March 31	April 15	April 30
Quarter 3 (Q3)	April 1 – June 30	July 15	July 30
Quarter 4 (Q4)	July 1 – September 30	October 15	October 30

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior to written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work under this Agreement.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) ADVANCE PAYMENTS

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities

on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property

exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – FFATA Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification of Advance Payment

Agreement Number:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

By: _____

Name and title: _____

Date: _____

FEID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:

Emergency Work

Category A: Debris Removal

Category B: Emergency Protective Measures

Permanent Work

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Deerfield Beach, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
4435	E	Fire Station 111	\$3,153.85	90.00%	\$175.22	5.00%	\$175.21	5.00%	\$3,504.28	9/04/2017	3/10/2019
4674	E	N.E. Focal Point Senior Center	\$9,999.14	90.00%	\$555.51	5.00%	\$555.50	5.00%	\$11,110.15	9/04/2017	3/10/2019
5908	G	Parks - Oveta Mckeithen, Pioneer & South Beach	\$26,695.90	90.00%	\$1,483.11	5.00%	\$1,483.10	5.00%	\$29,662.11	9/04/2017	3/10/2019
6022	E	Water Plants	\$18,955.12	90.00%	\$1,053.06	5.00%	\$1,053.06	5.00%	\$21,061.24	9/04/2017	3/10/2019
6269	E	Athletic Facilities	\$25,382.02	90.00%	\$1,410.11	5.00%	\$1,410.11	5.00%	\$28,202.24	9/04/2017	3/10/2019
6685	A	Public Debris Removal & Residential Private Pro	\$1,319,909.47	90.00%	\$73,328.31	5.00%	\$73,328.30	5.00%	\$1,466,566.08	9/04/2017	3/10/2018
6703	A	Public Debris Removal & Residential Private Pro	\$383,660.22	90.00%	\$21,314.46	5.00%	\$21,314.45	5.00%	\$426,289.13	9/04/2017	3/10/2018
6834	A	Public Debris Removal & Residential Private Pro	\$151,403.59	90.00%	\$8,411.31	5.00%	\$8,411.31	5.00%	\$168,226.21	9/04/2017	3/10/2018
7106	F	Lift Station	\$6,899.03	90.00%	\$383.28	5.00%	\$383.28	5.00%	\$7,665.59	9/04/2017	3/10/2019
8002	B	Emergency Protective Measures - First 30 Days (	\$87,623.94	100.00%	\$0.00	0.00%	\$0.00	0.00%	\$87,623.94	9/04/2017	3/10/2018
Total:			\$2,033,682.28		\$108,114.37		\$108,114.32		\$2,249,910.97		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration

services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each

quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Printed Name and Title

Date

ATTACHMENT F

ELECTION TO PARTICIPATE IN PA ALTERNATIVE PROCEDURES (PAAP)

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____
(PA ID _____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$_____ for subgrant number _____ (copy attached) under Disaster # _____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Signature of Grantee's Authorized Representative

Date

Printed Name and Title

Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013 and the disaster specific guidance issued by FEMA pertaining to the Alternative Procedures for Permanent Work Pilot for Hurricanes Florence and Michael, FEMA is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- ☐ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- ☐ Consolidation of multiple fixed subgrants into a single subgrant
- ☐ FEMA validation of Sub-Recipient-provided estimates
- ☐ Elimination of reduced eligible funding for alternate projects
- ☐ Use of excess funds
- ☐ Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with Local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

- ☐ We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. Conduct insurance reconciliations;
- ii. Review an alternate scope of work;
- iii. Review an improved scope of work; and/or,
- iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. A quarterly report has not been updated between quarters;
- ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
- iii. Requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or,

- iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Irma, projects that are under \$123,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work to July 11, 2019.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via www.floridapa.org once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster

assistance funding. The Public Assistance Program and Policy Guide further states, “If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster.” If the State Insurance Commissioner certifies that the type and extent of insurance is not “reasonably available, adequate or necessary to protect against future loss” to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in FloridaPA.org);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any **institution** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. FEMA has created a guidance document/checklist pertaining to these required provisions. It is attached hereto as Attachment I.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the

nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning

compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance.** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental

Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. **Debarment and Suspension**

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, 6.d, and Appendix C, 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, 6.d and Appendix C, 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, 6.c and Appendix C, 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement

Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-363

Agenda Date: 4/21/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the purchase of a license plate reader camera system, software and related equipment from Vetted Security Solutions, LLC, in the amount of \$277,170.00 utilizing Law Enforcement Trust Funds; providing for execution, severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In March 2019, the Broward Sheriff's Office ("BSO") Deerfield Beach District began construction of the Operational and Tactical Intelligence Center (the "OTIC") in their station. The purpose of the OTIC is to increase the effectiveness and efficiency of law enforcement responses to life-safety issues and criminal activities throughout the City, utilizing on-going and real-time intelligence from varied and numerous resources. The ultimate goal is to enhance public safety, reduce criminal activity, and increase solvability of crimes, through an intelligence-led policing solution based on the integration of police activities with vetted, real-time intelligence and information.

Current Activity

The addition of the following License Plate Reader ("LPR") software and equipment (collectively, the "LPR Software and Equipment") is being requested to support the OTIC operations:

BriefCam Software - \$39,000

HiperWall & HiperView Operator and Premium Software Suite - \$49,169

Dispatch Consoles, Chairs, and Screen Mounts - \$19,855; Commercial Surface Hub Interactive

Whiteboard - \$14,146; and

Fixed LPR and Overview Cameras - \$155,000.

BSO has requested authorization from the City of Deerfield Beach for the use of LETF for the LPR Software and Equipment and certified that the expenditure of the LETF for this purpose is in compliance with Florida law, as more fully set forth in the attached memorandum from BSO Captain Rodney Brimlow.

City Commission approval is required to utilize Law Enforcement Trust Funds ("LETf") for certain programs and activities that are permitted under Section 932.7055, Fla. Stat.

Recommendation

Based upon the request and certification by the Chief of Police set forth in the attached memorandum from Captain Brimlow, City staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A LICENSE PLATE READER CAMERA SYSTEM, SOFTWARE AND RELATED EQUIPMENT FROM VETTED SECURITY SOLUTIONS, LLC, IN THE AMOUNT OF \$277,170.00 UTILIZING LAW ENFORCEMENT TRUST FUNDS; PROVIDING FOR EXECUTION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Broward Sheriff's Office, Deerfield Beach District 10 ("BSO") has requested authorization from the City of Deerfield Beach for the use of Law Enforcement Trust Funds to purchase the following License Plate Reader ("LPR") system software and equipment components for use within the City that are compatible with BSO's security infrastructure and hardware, as further detailed in the Memo from BSO Captain Rodney Brimlow, who serves in a Chief of Police capacity for the City, (the "Memo") and the quotes included in the backup materials (collectively, the "LPR Software and Equipment"):

BriefCam Software - \$39,000
HiperWall & HiperView Operator and Premium Software Suite - \$49,169
Dispatch Consoles, Chairs, and Screen Mounts - \$19,855;
Commercial Surface Hub Interactive Whiteboard - \$14,146;
Vigilant compatible Fixed LPR and Overview Cameras - \$155,000; and

WHEREAS, BSO currently utilizes a Vigilant Solutions Software system procured from Vetted Security Solutions, LLC ("Vetted") that is capable of seamlessly integrating with other security products with Vigilant Solutions software compatibility, such as the other Vigilant Solutions compatible products that have recently been deployed within the City and utilized by BSO; and

WHEREAS, the City previously issued sole source notification for City-wide Security Cameras for Multiple Facilities and approved Vetted as a sole source vendor of the Vigilant Solutions Software and compatible cameras, Sole Source #2017-18/06; and

WHEREAS, pursuant to Section 38-133(1)(j) of the City's Procurement Code, the City is authorized to utilize/piggyback contracts of other governmental entities and public procurement units; and

WHEREAS, the BriefCam software and related equipment will be purchased from Vetted utilizing the pricing and terms of State General Services Administration Contract GS-07F-0031W; and

WHEREAS, as set forth in his Memo, the BSO District 10 Chief of Police recommends the expenditure of \$277,170 in Law Enforcement Trust Funds ("LETF") for the purchase of the LPR Software and Equipment; and

WHEREAS, the BSO District 10 Chief of Police certifies that the expenditure of \$277,170 in LETF for the purchase of the LPR Software and Equipment complies with Florida State Statute Section 932.7055 in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the BSO District 10 Chief of Police certifies that the expenditure of \$277,170 in LETF for the purchase of the LPR Software and Equipment complies with Florida State Statute Section 932.7055 in that the funds are not being used as a normal source of revenue for BSO; and

WHEREAS, based upon the request and certification by the BSO District 10 Chief of Police, the City Commission finds that it is in the best interest of the citizens and residents of the City of Deerfield Beach to approve the expenditure of \$277,170 in LETF for the purchase of the LPR Software and Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the LPR Software and Equipment Purchase from Vetted in the amount of \$277,170 utilizing law enforcement trust funds.

Section 3. The City Manager is authorized to execute the necessary documents to effectuate the LPR Software and Equipment Purchase.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Date: April 4, 2020

To: Mr. Dave Santucci
City of Deerfield Beach, City Manger

From: Captain Rodney Brimlow 
Broward Sheriff's Office, Deerfield Beach District, Chief

Subject: Expenditures from Law Enforcement Trust Fund (LETF)

I respectfully request authorization to purchase specific items for the Broward Sheriff's Office (BSO) Deerfield Beach District, utilizing funds seized and placed into the Law Enforcement Trust Fund (LETF). The total request of \$277,170 is for the following:

- BriefCam Software: \$39,000
- HiperWall & HiperView Operator & Premium Software Suite: \$49,169
- Dispatch Consoles, Chairs, and Screen Mounts: \$19,855
- Commercial Surface Hub Interactive Whiteboard: \$14,146
- Fixed License Plate Reader (LPR) & Overview Cameras: \$155,000

In March 2019, we began construction of the Operational and Tactical Intelligence Center (OTIC) in our station. The purpose of OTIC is to increase the effectiveness and efficiency of law enforcement responses to life-safety issues and criminal activities throughout the city, utilizing on-going and real-time intelligence from varied and numerous resources. The ultimate goal is to enhance public safety, reduce criminal activity, and increase solvability of crimes, through an intelligence-led policing solution based on the integration of police activities with vetted, real-time intelligence and information. The additional sophisticated hardware and software needed for OTIC are provided for by this purchase.

Pursuant to the Florida Contraband Forfeiture Act, I hereby certify that these expenditures are specifically in compliance with Florida law, namely Florida State Statute 932.7055, which governs the allocation and use of such funds. I further certify that this request is consistent with the contractual agreement for law enforcement services between BSO and the City of Deerfield Beach.

Vetted Security Solutions, LLC
 4185 35th St N
 St Petersburg, FL 33714
 (727) 440-3245
 accounting@vettedsecuritysolutions.com
 vettedsolution.com



INVOICE

BILL TO

City of Deerfield Beach
 150 NE 2nd Avenue
 ATTN: Accounts Payable
 Deerfield Beach, FL 33441

INVOICE # 1506
 DATE 12/18/2019
 DUE DATE 5/1/2020
 TERMS Net 30

BriefCam Video Investigation Suite, Annual Subscription, 3-year commitment	1	39,000.00	39,000.00
Travel and Expenses	1	0.00	0.00

P.O. No. Verbal

Balance Due \$39,000.00

Vetted Security Solutions, LLC
4185 35th St N
St Petersburg, FL 33714
(727) 440-3245
accounting@vettedsecuritysolutions.com
vettedsolution.com



INVOICE

BILL TO

City of Deerfield Beach
150 NE 2nd Avenue
ATTN: Accounts Payable
Deerfield Beach, FL 33441

INVOICE # 1454
DATE 11/12/2019
DUE DATE 5/1/2020
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
HiperOperator License	3	1,600.00	4,800.00
HiperView HD License			
HiperSource License	4	900.00	3,600.00
Dell Precision 3930R Work Station	3	1,691.00	5,073.00

P.O. No. NO PO

Balance Due \$49,168.00

Vetted Security Solutions, LLC
4185 35th St N
St Petersburg, FL 33714
(727) 440-3245
accounting@vettedsecuritysolutions.com
vettedsolution.com



INVOICE

BILL TO

City of Deerfield Beach
150 NE 2nd Avenue
ATTN: Accounts Payable
Deerfield Beach, FL 33441

INVOICE # 1313
DATE 7/11/2019
DUE DATE 5/1/2020
TERMS Net 30

			UNT
Winstead Hi Back Chair	2	1,419.60	2,839.20
6 Outlet Electrical	2	112.80	225.60
			4.80
Shipping	1	1,500.00	1,500.00

P.O. No. Estimate 1977

Balance Due \$19,855.20

Vetted Security Solutions, LLC
4185 35th St N
St Petersburg, FL 33714
(727) 440-3245
accounting@vettedsecuritysolutions.com
vettedsolution.com



INVOICE

BILL TO

City of Deerfield Beach
150 NE 2nd Avenue
ATTN: Accounts Payable
Deerfield Beach, FL 33441

INVOICE # 1455
DATE 11/12/2019
DUE DATE 5/1/2020
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
SURFACE HUB 2S 50 US/CA HW PERP COMMERCIAL 50IN	1	11,995.99	11,995.99
Surface Hub Mount	1		
Installation of all above listed equipment	1	1,250.00	1,250.00
Shipping			

P.O. No. NO PO

Balance Due \$14,145.98



Memorandum

TO: Kris Mory, Director of Economic Development

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: January 31, 2018

RE: **City-wide Security Cameras for Multiple Facilities with Vigilant Solutions Software, Sole Source #2017-18/06**

The purpose of this memorandum is to request CRA Board approval to utilize the option of a Sole Source purchase for City-wide Security Cameras for Multiple Facilities with Vigilant Solutions Software which includes License Plate Reader (LPR). The sole source justification is being recommended to Vetted Security Solutions. These products provided by Vetted Security Solutions are equipped with the Vigilant Solutions Software which is compatible and integrated with the existing Vigilant Solutions system already in place through Broward Sheriff's Office who will be monitoring the system, and currently has the Vigilant Solutions resources in the City. Vetted Security Solutions is certified and the only Vigilant reseller in the State of Florida. Broward Sheriff's Office have been utilizing this security camera system for one (1) year with great success. The benefits for using these products are as follows:

- Seamless integration to Broward Sheriff's Office Law Enforcement Archival Reporting Network (LEARN) account or individual City account.
- Active alerts provided for Broward Sheriff's Office officers that are dependent on their individual Law Enforcement Archival Reporting Network (LEARN) alert settings. This provides the officer the ability to receive alerts for: (stolen vehicles, stolen license plates, felony vehicles, sex offenders, etc.)
- Vigilant Solutions offers a centralized hosted License Plate Reader (LPR) offering eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant Solutions Software in a secure data center with full backup and redundancy. This service from Vigilant Solutions comes at no additional cost to the Agency, and provides data storage, database optimization, and software updates.

- Vigilant Solutions offers a proprietary feature known as “Stakeout” allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times / dates, for the

location of “common plates” that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc.) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

Procurement Code Requirements on the Sole Source purchase of the Security Cameras for Multiple Facilities with Vigilant Solutions Software:

The Purchasing and Contract Administration Division recently issued Sole Source #2017-18/06 Notification for the Security Cameras for Multiple Facilities with Vigilant Solutions Software, in accordance with the City of Deerfield Beach procurement code requirements. The expenses exceed the \$30,000 threshold and therefore requires CRA Board approval.

Details of the Sole Source process are as follows:

- The Sole Source Notification was issued on January 16, 2018 and sent to thirty-one (31) prospective Offeror's via the e-Procurement Marketplace.
- Six (6) vendors viewed the documents of the Sole Source Notification.
- Responses to the Sole Source were due on January 26, 2018 at 1:00 p.m. No responses were received.

In summary, Vetted Security Solutions is the Sole Source certified and the only Vigilant Solutions Software reseller in the State of Florida for the Security Cameras with Vigilant Solutions Software; therefore, I recommend Vetted Security Solutions as the Sole Source provider.

Please use this memorandum and all attachments as your backup to the CRA Board for the February 13, 2018 meeting.



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address for GSA Advantage!® is: GSAAdvantage.gov.

**SCHEDULE 84
FSC GROUP 63
FSC CLASS 6350 SURVEILLANCE SYSTEMS**

CONTRACT NUMBER GS-07F-0031W

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

CONTRACT PERIOD: 10/05/2009 TO 10/04/2024

Current through [Modification P0071](#), Effective [1/22/2020](#)



MILLENIUM PRODUCTS, INCORPORATED

621 Monte Cristo Blvd.

St. Petersburg, FL 33715

PHONE: 888-901-7430

FAX: 801-469-7778

Web site: <http://www.milleniumproducts.net>

Email: info@milleniumproducts.net

Contract Administrator: David Godfrey II

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)



CUSTOMER INFORMATION

- 1a Applicable SIN: 426-4S, 426-1000, 84-500
- 1b Lowest Price Item: Avigilon Pedant NPT Adapter \$41.25
- 1c Hourly Rates: N/A
- 2 Maximum Order: SIN 426-4S: \$200,000; SIN 426-1000: \$150,000
- 3 Minimum Order: \$100.00.
- 4 Geographic Coverage: Domestic, 50 States, Washington D.C., Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.
- 5 Point of Production: Wanco, Arvada, Jefferson County, CO; Vetted Security Solutions, Pinellas County, FL; Vigilant Solutions, Alameda County, CA; Avigilon, Plano, Dallas County, TX
- 6 Discount from List Prices: 2%- 11%
- 7 Quantity Discount: None
- 8 Prompt Payment Terms: N/A: Net 30 Days.
- 9a Government purchase cards are accepted up to the micro-purchase limit.
- 9b Government purchase cards are accepted above the micro-purchase limit.
- 10 All items are made in the U.S.
- 11a Time of Delivery: 30 Days ARO except Vigilant ILP items = 60 days
- 11b Expedited Delivery: None
- 11c Overnight and 2-day delivery is not available. (See 11d.).
- 11d See clause I-FSS-1 40-B "Urgent Requirements". Agencies are advised to Contact Millenium's representative (888-901-7430) to arrange for faster delivery when required.
- 12 FOB Point: Origin
- 13a Ordering Address: Millenium Products, Inc.
621 Monte Cristo Blvd.
St. Petersburg, FL 33715
- 13b Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage (www.gsa.gov).

CUSTOMER INFORMATION CON'T

- 14 Payment Address: Millenium Products, Inc.
621 Monte Cristo Blvd.
St. Petersburg, FL 33715
- 15 Warranty provision: Standard Commercial Warranty
- 16 Export packing charges: N/A
- 17 Government purchase cards are accepted up to card limit.
- 18 Terms and conditions of rental, maintenance, and repair: N/A
- 19 Terms and conditions of installation: N/A
- 20 Terms and conditions of repair parts: N/A
- 20a Terms and condition for any other services: N/A
- 21 List of service distribution points: N/A
- 22 List of participation dealers: N/A
- 23 Preventive maintenance: N/A
- 24 Environmental Attributes: None
- 25 DUNS number is 102694671.
- 26 Notification regarding registration in SAM Database: SAM
registration is current and complete. Cage code: 3DNW8

MILLENNIUM PRODUCTS INC.
Copy of GS07F0031W M0071 Complete DPS_internal



SCHEDULE 84
FSC GROUP 63
FSC CLASS 6350 SURVEILLANCE SYSTEMS
CONTRACT PERIOD: 10/05/2009 TO 10/04/2024
Current through Modification P0071, Effective 1/22/2020



Quantity/Volume
Discount: None
COO: US
Lead Time: 30 Days
FOB: Origin

SIN	Manufacturer Name	Part Number	Product Name	GSA Price
426 4S	Wanco	WCT-B4S	Security Camera Trailer-2 Cameras-Solar	\$ 53,428.04
426 4S	Wanco	WCT-BS-1NCX-06A	Security Camera Trailer-1 Camera-Solar	\$ 47,551.70
426 4S	Wanco	WCTS1	Camera Trailer Solar Surveillance	\$ 29,237.37
426 4S	Wanco	WCTS2	Camera Trailer Solar Surveillance	\$ 35,049.26
426 4S	Wanco	WCTS-MINI1	Mini Camera Trailer Solar Surveillance	\$ 21,729.35
426 4S	Wanco	WCTS-MINI2	Mini Camera Trailer Solar Surveillance	\$ 27,476.01
426 4S	Wanco	WCTS-MINI-S	Camera Trailer Base Solar Surveillance	\$ 10,562.22
426 4S	Wanco	WCTS-MINI-U	Camera Trailer Base Solar Surveillance	\$ 12,572.66
426 4S	Wanco	WCT-PX	Camera Trailer Diesel Surveillance	\$ 60,770.00
426 4S	Wanco	WCT-YX-0000-09A	Security Camera Trailer Base Only-Diesel	\$ 36,087.72
426 4S	Wanco	WCT-YX-2NCX-09A	Security Camera Trailer-2 Cameras-Diesel	\$ 70,160.04
426 4S	Wanco	WCT-YX-4NCX-09A	Security Camera Trailer-4 Cameras-Diesel	\$ 81,978.19
426 4S	Wanco	WANCT-ADDLCAM	Security Camera Trailer Addl Camera	\$ 7,242.00
426 4S	Wanco	WANCT-DLX29FT	Security Camera Trailer Deluxe 29FT TWR	\$ 1,359.73
426 4S	Wanco	WCTSM-2TB-SSD	SSD Memory Upgrade to 2TB SSD	\$ 844.27
426 4S	Wanco	WCTSM-ANALYTICS	Analytical Software per each HD Camera	\$ 657.33
426 4S	Wanco	WCTSM-ANCAM-P	Primary Mini-Dome Analog Camera Service	\$ 10,577.50
426 4S	Wanco	WCTSM-ANCAM-S	Secondary Mini-Dome Analog Camera	\$ 2,164.95
426 4S	Wanco	WCTSM-BATT-3	Upgrade to 3ea 4D AGM Batteries	\$ 603.05
426 4S	Wanco	WCTSM-BLUELIGHT	Blue Flashing Warning Light w/J-Box	\$ 1,127.70
426 4S	Wanco	WCTSM-DRAWBAR-PIVOT	Replace Removeable Drawbar with Pivot	\$ 391.99
426 4S	Wanco	WCTSM-HDCAM-P	Primary Mini-Dome HD Camera Service	\$ 11,355.43
426 4S	Wanco	WCTSM-HDCAM-S	Secondary Mini-Dome HD Camera	\$ 2,484.57
426 4S	Wanco	WCTSM-IR	IR Illuminator Dual 30 Degree Beamx262ft	\$ 2,472.51
426 4S	Wanco	WCTSM-JUNCTIONBOX	Junction Box with 8 Contact Closure	\$ 603.05
426 4S	Wanco	WCTSM-SLR-260-390	Upgrade 390 Watt Solar	\$ 434.19
426 4S	Vetted Security Solutions	VSS-FM-01	Fixed LPR Main Enclosure with 1 Camera	\$ 14,256.92
426 4S	Vetted Security Solutions	VSS-FM-02	Fixed LPR Main Enclosure with 2 Cameras	\$ 23,425.69
426 4S	Vetted Security Solutions	VSS-FM-03	Fixed LPR Main Enclosure with 3 Cameras	\$ 32,644.84
426 4S	Vetted Security Solutions	VSS-FM-04	Fixed LPR Main Enclosure with 4 Cameras	\$ 41,863.98
426 4S	Vetted Security Solutions	VSS-FM-05	Fixed LPR Main Enclosure with 5 Cameras	\$ 51,032.75
426 4S	Vetted Security Solutions	VSS-FM-06	Fixed LPR Main Enclosure with 6 Cameras	\$ 60,251.89
426 4S	Vetted Security Solutions	VSS-FM-07	Fixed LPR Main Enclosure 7 Cameras	\$ 69,471.03
426 4S	Vetted Security Solutions	VSS-FM-08	Fixed LPR Main Enclosure 8 Cameras	\$ 78,690.18
426 4S	Vetted Security Solutions	VSS-FM-09	Fixed LPR Main Enclosure 9 Cameras	\$ 87,858.94
426 4S	Vetted Security Solutions	VSS-FM-10	Fixed LPR Main Enclosure 10 Cameras	\$ 97,078.09
426 4S	Vetted Security Solutions	VSS-FM-11	Fixed LPR Main Enclosure 11 Cameras	\$ 106,297.23
426 4S	Vetted Security Solutions	VSS-FM-12	Fixed LPR Main Enclosure 12 Cameras	\$ 115,465.99
426 4S	Vetted Security Solutions	VSS-FB-01	Fixed LPR Bridge Enclosure 1 Camera	\$ 11,889.17
426 4S	Vetted Security Solutions	VSS-FB-02	Fixed LPR Bridge Enclosure 2 Cameras	\$ 21,108.31
426 4S	Vetted Security Solutions	VSS-FB-03	Fixed LPR Bridge Enclosure 3 Cameras	\$ 30,327.45
426 4S	Vetted Security Solutions	VSS-FB-04	Fixed LPR Bridge Enclosure 4 Cameras	\$ 39,546.60
426 4S	Vetted Security Solutions	VSS-FB-05	Fixed LPR Bridge Enclosure 5 Cameras	\$ 48,715.36
426 4S	Vetted Security Solutions	VSS-FB-06	Fixed LPR Bridge Enclosure 6 Cameras	\$ 57,934.51
426 4S	Vetted Security Solutions	VSS-FB-07	Fixed LPR Bridge Enclosure 7 Cameras	\$ 67,153.66
426 4S	Vetted Security Solutions	VSS-FB-08	Fixed LPR Bridge Enclosure 8 Cameras	\$ 76,322.42
426 4S	Vetted Security Solutions	VSS-FB-09	Fixed LPR Bridge Enclosure 9 Cameras	\$ 85,541.56
426 4S	Vetted Security Solutions	VSS-FB-10	Fixed LPR Bridge Enclosure10 Cameras	\$ 94,760.71
426 4S	Vetted Security Solutions	VSS-FB-11	Fixed LPR Bridge Enclosure 11 Cameras	\$ 103,979.85
426 4S	Vetted Security Solutions	VSS-FB-12	Fixed LPR Bridge Enclosure 12 Cameras	\$ 113,148.62
426 4S	Vetted Security Solutions	VSS-FM	Fixed LPR Main	\$ 4,513.86

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SIN	Manufacturer Name	Part Number	Product Name	GSA Price
426 4S	Vetted Security Solutions	VSS-FB	Fixed LPR Bridge	\$ 2,539.04
426 4S	Vetted Security Solutions	VSS-AP	LPR Access Point Kit	\$ 352.65
426 4S	Vetted Security Solutions	VSS-CRC	Fixed LPR Custom Camera Cable	\$ 282.11
426 4S	Vetted Security Solutions	VSS-FEB	Fixed LPR Enclosure Bracket	\$ 186.40
426 4S	Vetted Security Solutions	VSS-FCB	Fixed LPR Camera Bracket	\$ 196.48
426 4S	Vetted Security Solutions	VSS-MRC1	Mobile LPR Kit with GPS Unit -1 Camera	\$ 12,659.95
426 4S	Vetted Security Solutions	VSS-MRC2	Mobile LPR Kit with GPS Unit -2 Cameras	\$ 15,692.70
426 4S	Vetted Security Solutions	VSS-MRC3	Mobile LPR Kit with GPS Unit - 3 Cameras	\$ 18,725.44
426 4S	Vetted Security Solutions	VSS-MRC4	Mobile LPR Kit with GPS Unit -4 Cameras	\$ 21,758.18
426 4S	Vetted Security Solutions	VSS-CL1	License: Tier 1	\$ 528.96
426 4S	Vetted Security Solutions	VSS-CL2	License:Tier 2	\$ 453.40
426 4S	Vetted Security Solutions	VSS-CL3	License:Tier 3	\$ 403.02
426 4S	Vetted Security Solutions	VSS-CL4	License:Tier 4	\$ 277.08
426 4S	Vetted Security Solutions	VSS-OTL	License: Hosted/Managed Account	\$ 1,284.64
426 4S	Vetted Security Solutions	VSS-SL	License: Fixed or Mobile LPR System	\$ 881.61
426 4S	Vetted Security Solutions	VSS-SPD-TRL-LPR	2 Camera ALPR Speed Trailer	\$ 42,821.16
426 4S	Vetted Security Solutions	VSS-SS-TRL-LPR	2 Camera ALPR Speed Self Sustain Trailer	\$ 47,304.79
426 4S	Vetted Security Solutions	VSS-VMS-LPR	2 Camera ALPR Message Board Trailer	\$ 49,329.97
426 4S	Vetted Security Solutions	VSS-TRL-KIT-LPR-FULL	2 Camera ALPR Complete Trailer Kit	\$ 25,642.32
426 4S	Vetted Security Solutions	VSS-TRL-KIT-LPR	2 Camera ALPR Trailer Kit (no power sys)	\$ 24,433.25
426 4S	Vetted Security Solutions	VSS-LPR-BOX	ALPR Brain Box w/vented white box	\$ 8,564.23
426 4S	Vetted Security Solutions	VSS-KIT-CAB	Mobile ALPR Cigarette Power Cable	\$ 302.26
426 1000	Vetted Security Solutions	VSS-TR	End User Training-LPR	\$ 1,511.34
426 1000	Vetted Security Solutions	VSS-FL	Fixed LPR System Installation	\$ 1,964.74
426 4S	Vigilant Solutions	VSS-IDP-COMFC-50	IDP Commercial FaceSearch 50	\$ 7,595.12
426 4S	Vigilant Solutions	VSS-IDP-COMFC-25	IDP Commercial FaceSearch 25	\$ 4,165.86
426 4S	Vigilant Solutions	VSS-IDP-COMFC-100	IDP Commercial FaceSearch 100	\$ 11,025.37
426 4S	Vigilant Solutions	VSS-IDP-COMFC-200	IDP Commercial FaceSearch 200	\$ 18,865.37
426 4S	Vigilant Solutions	VSS-IDP-COMFC-1000	IDP Commercial FaceSearch 1000	\$ 53,655.62
426 4S	Vigilant Solutions	VSS-IDP-COMFC-5000	IDP Commercial FaceSearch 5000	\$ 220,501.48
426 4S	Vigilant Solutions	VSS-IDP-COMFC-500	Investigative Data Platform 500	\$ 34,060.80
426 4S	Vigilant Solutions	VSS-IDP-COMFC-1500	Investigative Data Platform 1500	\$ 83,194.80
426 4S	Vigilant Solutions	VSS-IDP-COMFC-2000	Investigative Data Platform 2000	\$ 103,994.80
426 4S	Vigilant Solutions	VSS-IDP-COMFC-2500	Investigative Data Platform 2500	\$ 130,004.60
426 4S	Vigilant Solutions	VSS-ILP-1M3RE	Intelligence-Led Policing (ILP) Package	\$ 15,329.47
426 4S	Vigilant Solutions	VSS-ILP-2M3RE	Intelligence-Led Policing (ILP) Package	\$ 35,245.44
426 4S	Vigilant Solutions	VSS-ILP-3M3RE	Intelligence-Led Policing (ILP) Package	\$ 61,293.20
426 4S	Vigilant Solutions	VSS-ILP-4M3RE	Intelligence-Led Policing (ILP) Package	\$ 91,922.52
426 4S	Vigilant Solutions	VSS-ILP-5M3RE	Intelligence-Led Policing (ILP) Package	\$ 122,561.71
426 4S	Vigilant Solutions	VSS-ILP-6M3RE	Intelligence-Led Policing (ILP) Package	\$ 158,305.79
426 4S	Vigilant Solutions	VSS-ILP-TIER-1AF3RE	Intelligence-Led Policing (ILP) Package	\$ 26,314.36
426 4S	Vigilant Solutions	VSS-ILP-TIER-1AM1RE	Intelligence-Led Policing (ILP) Package	\$ 15,576.32
426 4S	Vigilant Solutions	VSS-ILP-TIER-1BF3RE	Intelligence-Led Policing (ILP) Package	\$ 22,725.14
426 4S	Vigilant Solutions	VSS-ILP-TIER-1BM1RE	Intelligence-Led Policing (ILP) Package	\$ 12,021.66
426 4S	Vigilant Solutions	VSS-ILP-TIER-1F3RE	Intelligence-Led Policing (ILP) Package	\$ 29,893.70
426 4S	Vigilant Solutions	VSS-ILP-TIER-1M1RE	Intelligence-Led Policing (ILP) Package	\$ 19,150.73
426 4S	Vigilant Solutions	VSS-ILP-TIER-2F6RE	Intelligence-Led Policing (ILP) Package	\$ 56,430.23
426 4S	Vigilant Solutions	VSS-ILP-TIER-2M2RE	Intelligence-Led Policing (ILP) Package	\$ 35,003.53
426 4S	Vigilant Solutions	VSS-ILP-TIER-3F9RE	Intelligence-Led Policing (ILP) Package	\$ 88,619.65
426 4S	Vigilant Solutions	VSS-ILP-TIER-3M3RE	Intelligence-Led Policing (ILP) Package	\$ 56,430.23
426 4S	Vigilant Solutions	VSS-ILP-TIER-4F12RE	Intelligence-Led Policing (ILP) Package	\$ 129,473.55
426 4S	Vigilant Solutions	VSS-ILP-TIER-4M4RE	Intelligence-Led Policing (ILP) Package	\$ 86,570.78
426 4S	Vigilant Solutions	VSS-ILP-TIER-5F15RE	Intelligence-Led Policing (ILP) Package	\$ 173,635.26
426 4S	Vigilant Solutions	VSS-ILP-TIER-5M5RE	Intelligence-Led Policing (ILP) Package	\$ 120,019.14
426 4S	Vigilant Solutions	VSS-ILP-TIER-6F18RE	Intelligence-Led Policing (ILP) Package	\$ 212,440.30

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SIN	Manufacturer Name	Part Number	Product Name	GSA Price
426 4S	Vigilant Solutions	VSS-ILP-TIER-6M6RE	Intelligence-Led Policing (ILP) Package	\$ 148,086.15
426 4S	Vigilant Solutions	VSS-ILP-TIER-7F21RE	Intelligence-Led Policing (ILP) Package	\$ 256,355.16
426 4S	Vigilant Solutions	VSS-ILP-TIER-7M7RE	Intelligence-Led Policing (ILP) Package	\$ 188,940.05
426 4S	Vigilant Solutions	VSS-ILP-TIER-8F24RE	Intelligence-Led Policing (ILP) Package	\$ 376,868.01
426 4S	Vigilant Solutions	VSS-ILP-TIER-8M8RE	Intelligence-Led Policing (ILP) Package	\$ 298,739.55
426 4S	Avigilon	VSS-15C-H4A-3MH-180	3x 5 MP, WDR, LightCatcher, 4mm Camera	\$ 1,350.00
426 4S	Avigilon	VSS-15C-H4A-3MH-270	3x 5 MP, WDR, LightCatcher, 2.8mm Camera	\$ 1,350.00
426 4S	Avigilon	VSS-3.0C-H4A-D1-IR-B	3.0 MP WDR, LightCatcher Camera	\$ 663.75
426 4S	Avigilon	VSS-3.0C-H4VI-RO1-IR	3.0 MP, H4 Video Intercom, WDR, IR	\$ 862.50
426 4S	Avigilon	VSS-32C-H4A-4MH-360	4x 8 MP, WDR, LightCatcher, 4mm, Camera	\$ 1,800.00
426 4S	Avigilon	VSS-5.0L-H4A-BO1-IR-B	5.0 MP, LightCatcher, 4.3-8mm f-1 Camera	\$ 866.25
426 4S	Avigilon	VSS-2.0C-H4IRPTZ-DP30-V	2MP H4 IR PTZ with Wiper 30X Camera 250m	\$ 2,643.75
426 4S	Avigilon	VSS-16L-H4PRO-B	5K 16 MP H.264 HD Pro with LightCatcher	\$ 5,625.00
426 4S	Avigilon	VSS-3.0C-H4A-BO1-IR-B	3.0 MP WDR, LightCatcher, 3-9mm Camera	\$ 776.25
426 4S	Avigilon	VSS-5.0L-H4A-D1-IR-B	5.0 MP LightCatcher, Indoor Dome Camera	\$ 753.75
426 4S	Avigilon	VSS-24C-H4A-3MH-180	3x 8 MP WDR, LightCatcher, 5.2mm Camera	\$ 1,575.00
426 4S	Avigilon	VSS-3.0C-H4A-B1-B	3.0 MP WDR, LightCatcher, Day-Ni Camera	\$ 660.00
426 4S	Avigilon	VSS-8C-ACC6-ENT	ACC 6 Enterprise License up to 8 Camera	\$ 1,717.50
426 4S	Avigilon	VSS-24C-ACC6-ENT	ACC 6 Enterprise License up to 24 Camera	\$ 5,021.25
426 4S	Avigilon	VSS-48C-ACC6-ENT	ACC 6 EnterpriseLicense up to 48 Camera	\$ 10,008.75
426 4S	Avigilon	VSS-VMA-AIA1-CG2-NA	Avigilon AI Appliance A20 Model, NA	\$ 17,808.75
426 4S	Avigilon	VSS-POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W, NA	\$ 112.50
426 4S	Avigilon	VSS-HD-RMWS4-4MN-NA	Pro Remote Monitoring Workstation	\$ 2,606.25
426 4S	Avigilon	VSS-ES-HD-MNT-PAR	Pedestal & Ceiling Mount for Cameras	\$ 82.50
426 4S	Avigilon	VSS-ES-HD-IPM	Optional PoE+ power module for Cam Encl	\$ 176.25
426 4S	Avigilon	VSS-ES-HD-CWS-LG	Large Format Enclosure Avigilon HD IP	\$ 375.00
426 4S	Avigilon	VSS-H4-BO-JBOX1	Junction box for Cameras	\$ 67.50
426 4S	Avigilon	VSS-LEF247028TA2	Tamron 24-70, f-2.8, Gen 2, Auto-Iris, V	\$ 1,686.75
426 4S	Avigilon	VSS-H4AMH-AD-PEND1	Outdoor pendant mount adapter	\$ 120.00
426 4S	Avigilon	VSS-H4AMH-DO-COVR1	Dome bubble & cover for outdoor clear	\$ 120.00
426 4S	Avigilon	VSS-IRPTZ-MNT-NPTA1	Pedant NPT Adapter	\$ 41.25
426 4S	Avigilon	VSS-IRPTZ-MNT-WALL1	Pedant wall mount adapter	\$ 71.25
426 4S	Avigilon	VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m	\$ 247.50
426 4S	Vetted Security Solutions	VSS-RTCC-B1	Real Time Crime Center (RTCC) Base	\$123,431.74
426 4S	Vetted Security Solutions	VSS-RTCC-WS	RTCC Workstation Standard	\$4,333.50
426 4S	Vetted Security Solutions	VSS-RTCC-WE	RTCC Workstation Extended	\$4,635.76
426 4S	Vetted Security Solutions	VSS-RTCC-CON8	RTCC Conference 8	\$8,438.24
426 4S	Vetted Security Solutions	VSS-RTCC-SIDE	RTCC Side Area Seating	\$1,701.76
426 4S	Vetted Security Solutions	VSS-RTCC-WALLM-65	RTCC Wall Monitor 65-in TV	\$1,410.58
426 4S	Vetted Security Solutions	VSS-RTCC-WALLM-46	RTCC Wall Monitor 46-in TV	\$755.67
426 4S	Vetted Security Solutions	VSS-LE-BASE-S	LiveEarth Base Subscription - Small	\$27,596.98
426 4S	Vetted Security Solutions	VSS-LE-CON-B	LiveEarth Basic Connector	\$5,541.56
426 4S	Vetted Security Solutions	VSS-LE-CON-S	LiveEarth Standard Connector	\$11,083.12
426 4S	Vetted Security Solutions	VSS-BC-FB-11	BriefCam Video Investigator	\$15,113.35
426 4S	Vetted Security Solutions	VSS-BC-VMS-02	BriefCam Video RapidReview	\$20,453.40
426 4S	Vetted Security Solutions	VSS-BC-SR-42	BriefCam Server	\$26,095.42
426 1000	Vetted Security Solutions	VSS-VISUALINT	Visual Intelligence Software Monthly 100	\$4,836.27
426-4S	Vetted Security Solutions	VSS-RTCC-B2	Real Time Crime Center (RTCC) Base 2	\$21,565.06
426-4S	Vetted Security Solutions	VSS-RTCC-WP	RTCC Workstation Premium	\$17,453.81



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-346

Agenda Date: 4/21/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-02-PC for Design-Build Construction Services for the Center of Active Aging; authorizing the City Manager to commence contract negotiations with Seawood Builders, LLC, the top ranked firm; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project. The procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Code of Ordinances Section 38-144.

Pursuant to Request for Qualifications #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PLLC ("WZA"), dated January 26, 2018 (the "Continuing Contract"). City staff reviewed the qualifications of the City's pool of continuing contractors and conducted discussions with at least three firms regarding the capital projects to be funded with the bonds for the Project, and after considering their qualifications and the discussions, determined that WZA is the most highly qualified to perform the required design criteria services for the Project. On May 15, 2018, the City Commission approved a work authorization for the design of the criteria services for the Project, authorizing WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package").

The City issued Request for Qualifications #2018-19/06 for Design Build Services for the Center of Active Aging (the "RFQ"), utilizing a summary of the project requirements as prepared by WZA. Based on the criteria set forth in the RFQ documents, the evaluation committee ranked the firms responsive to the RFQ in the following order: Seawood Builders, LLC ("Seawood"), Di Pompeo Construction Corporation ("Di Pompeo"), and West Construction, Inc. ("West") (collectively, the "Pre-

Qualified Firms”), and unanimously agreed to recommend that all three firms be qualified and permitted to move on and participate in stage two of the selection process (the “Ranking and Recommendation”). On June 4, 2019, the City Commission approved the Ranking and Recommendation, allowing the Pre-Qualified Firms to participate and submit proposals during the Request for Proposals stage of the design-build selection process.

Current Activity

The City issued Request for Proposals #20-02-PC for Design-Build Construction for the Center of Active Aging (the “RFP”). On November 19, 2019, the RFP was posted on the City Hall Monitors, and notice was also sent to the Pre-Qualified Firms via the e-Procurement Marketplace. Only the Pre-Qualified Firms were allowed to submit a response to the RFP that was to be based upon the Design Criteria Package prepared by WZA. On December 4, 2019, a mandatory site visit and examination was held and immediately following the site visit and examination, a mandatory pre-proposal conference was held. All Pre-Qualified Firms attended the site visit and examination and pre-proposal conference.

On February 21, 2020 at 2:00 p.m., the RFP due date and time, the Purchasing and Contract Administration Division unsealed the three proposals, and reviewed the proposals to ensure they met the RFP requirements. The evaluation committee independently reviewed and scored the responsive and responsible proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting. On March 13, 2020, the evaluation committee meeting was held to score proposals based on the weighted criteria stated in the RFP. Following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the rankings and award a contract to Seawood, the top ranked proposer. The top ranked proposer's Guaranteed Maximum Price (GMP) is within the project budget.

The enclosed Resolution approves the Evaluation Committee's rankings and authorizes the City Manager to negotiate a contract with the top ranked firm, Seawood. If the City Manager is unable to negotiate a satisfactory contract with the top ranked firm, the City Manager is authorized to undertake negotiations with the second ranked firm (Di Pompeo), and if those negotiations are unsuccessful, the City Manager is authorized to undertake negotiations with the third ranked firm (West).

"Pursuant to City of Deerfield Beach Code of Ethics Ordinance 2009/006, Seawood Builders contributed to various elected officials as outlined in the disclosure affidavit."

Recommendation

Approve the Rankings and authorize the City Manager to conduct negotiations with the top ranked firm.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RANKING OF PROPOSALS PURSUANT TO REQUEST FOR PROPOSALS #20-02-PC FOR DESIGN-BUILD CONSTRUCTION SERVICES FOR THE CENTER OF ACTIVE AGING; AUTHORIZING THE CITY MANAGER TO COMMENCE CONTRACT NEGOTIATIONS WITH SEAWOOD BUILDERS, LLC, THE TOP RANKED FIRM; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project; and

WHEREAS, the procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Beach Code of Ordinances Section 38-144; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PLLC ("WZA"), dated January 26, 2018 (the "Continuing Contract"); and

WHEREAS, City staff reviewed the qualifications of the City's pool of continuing contractors and conducted discussions with at least three firms regarding the capital projects to be funded with the bonds for the Project, and after considering their qualifications and the discussions, determined that WZA is the most highly qualified to perform the required design criteria package services for the Project; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization for the design of the criteria services for the Project, authorizing WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package"); and

WHEREAS, the City issued Request for Qualifications #2018-19/06 for Design Build Services for the Center of Active Aging (the "RFQ"), utilizing the Design Criteria Package prepared by WZA; and

WHEREAS, based on the criteria set forth in the RFQ documents, the evaluation committee ranked the firms responsive to the RFQ in the following order: Seawood Builders, LLC ("Seawood"), Di Pompeo Construction Corporation ("Di Pompeo"), and West Construction, Inc. ("West") (collectively, the "Pre-Qualified Firms"), and unanimously agreed to recommend that all three firms be qualified and permitted to move on and participate in stage two of the selection process (the "Ranking and Recommendation"); and

WHEREAS, on June 4, 2019, the City Commission approved the Ranking and Recommendation, authorizing the Pre-Qualified Firms to participate and submit proposals during the Request for Proposals stage of the design-build selection process; and

WHEREAS, the City issued Request for Proposals #20-02-PC for Design-Build Construction for the Center of Active Aging (the “RFP”); and

WHEREAS, on November 19, 2019, the RFP was posted on the City Hall Monitors, and notice was also sent to the Pre-Qualified Firms via the e-Procurement Marketplace; and

WHEREAS, only the Pre-Qualified Firms were allowed to submit a response to the RFP; and

WHEREAS, on December 4, 2019, a mandatory site visit and examination was held and immediately following the site visit and examination, a mandatory pre-proposal conference was held; and

WHEREAS, all Pre-Qualified Firms attended the site visit and examination and pre-proposal conference; and

WHEREAS, on February 21, 2020 at 2:00 p.m., the RFP due date and time, the Purchasing and Contract Administration Division unsealed the three proposals, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive and responsible proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 13, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the rankings, with Seawood as the top ranked firm, Di Pompeo Construction Corporation ranked second and West Construction, Inc. ranked third (collectively, the “Rankings”) and award a contract to Seawood; and

WHEREAS, the evaluation committee recommends that the City Commission approve the Rankings and authorize contract negotiations with the top ranked firm, Seawood, for design-build services for the Center of Active Aging.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Evaluation Committee's Rankings of Proposals received in response to the RFP for design-build construction services for the Center of Active Aging.

Section 3. The City Manager is hereby authorized to enter contract negotiations with the top ranked firm, Seawood, for design-build construction services for the Center of Active Aging. If the City Manager is unable to negotiate a satisfactory contract with the top ranked firm, the City Manager is authorized to undertake negotiations with the second ranked firm (Di Pompeo), and if those negotiations are unsuccessful, the City Manager is authorized to undertake negotiations with the third ranked firm (West).

Section 4. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

MEMORANDUM

To: MAYOR AND CITY COMMISSION

From: CITY ATTORNEY

Date: April 17, 2020

RE: Agenda Item #4 - RFP #20-02-PC Design Build Construction Services for Center for Active Aging (the "RFP") – Seawood Campaign Contributions Disclosure

The Evaluation Committee for the RFP reviewed the responsive proposals and scored Seawood Builders, LLC ("Seawood") as the top-ranked firm. Thereafter, on April 13, 2020, I received a correspondence directed to the Purchasing Director and the City Attorney ("the Letter") alleging that the proposal submitted to the City by Seawood in response to the RFP failed to disclose two \$500 campaign contributions to a member of the City Commission in violation of Section 2-505 of the City Code. This Memo is intended to provide guidance as to the City's campaign contribution disclosure requirements and the City Commission's options for addressing a violation of the requirements.¹

CAMPAIGN CONTRIBUTION DISCLOSURE REQUIREMENTS FOR RFP PROCESS

Section 2-505 of the City Code requires persons and entities seeking a City contract through a request for proposal process (an "Applicant") to include in their proposal a list of campaign contributions made to City Commissioners in the past four years and provides in part as follows:

Sec. 2-505. - Disclosure and behavior requirements of applicants and person/entity seeking a city contract or currently doing business with the city.

Any applicant for a land use change or development permit requiring approval of the city commission or **any person/entity seeking a city contract through a request for proposal, request for qualification, or sealed bid process** (all referred to as "**applicant**"):

(1) Shall not induce, attempt to induce, offer, solicit or knowingly assist any person in violating the ethics code.

(2) Shall with their application, proposal or bid:

a. Include a listing of all campaign contributions to sitting city commissioners in the past four years as well as contributions of all officers, directors, shareholders of a corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

*** (Emphasis Supplied)

¹ The City Attorney's Office reviewed the following documents in connection with the preparation of this Memo: (1) the Letter from Glenn Sullivan, dated April 13, 2020, (2) the City Charter and City Code of Ordinances, (3) the RFP, (4) Seawood's Proposal in response to the RFP, (5) Seawood's corporate registration and EDS's registration with the Florida Division of Corporations available at sunbiz.org and (6) the Campaign Treasurer's Report for Mayor Bill Ganz for the time period covering 2/11/17-2/24/17 (the "Campaign Treasurer Report").

Consistent with Section 2-505(2)(a) of the City Code, Item #9 of the RFP instructions states the following:

“any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company).”

Based on its corporate registration with the State Division of Corporations, Seawood is structured as a limited liability corporation (LLC). Edward and Betty Masi are listed as the only managing members of the LLC on Seawood's registration. Section 11 “Ethics Code Disclosure” of Seawood's proposal disclosed campaign contributions to City Commissioners, including a \$500 contribution to Mayor Bill Ganz's campaign on February 14, 2017. The subject Campaign Treasurer Report includes the following three campaign contributions:

2, 15, 17	BETT FED MASI 1617 SE 6th ST DEERFIELD BEACH, FL 33441	I	BUILDERS	CHE			500
4							
2, 15, 17	EDS EDUCATION DEVELOPMENT SPECIALISTS	B	EDUCATIONAL DEVELOPMENT	CHE			500
5							
2, 15, 17	SEAWOOD BUILDERS 1324 NEWPORT CENTER DR DEERFIELD BEACH, FL	B	BUILDING CONTRACTORS	CHE			500
6							

Section 2-505(a) of the City Code and the RFP require disclosure of campaign contributions to Commissioners within the last four years from (1) the applicant (Seawood), and (2) since the applicant is an LLC, contributions from the members of the applicant (Edward and Betty Masi). Although Edward and Betty Masi are listed as managing members/officers of Education Development Specialists, LLC (“EDS”), EDS is not the applicant and is not listed as a member of Seawood.

A comparison of the Campaign Treasurer's Disclosure to Seawood's Proposal disclosure indicates that two \$500 campaign contributions (including one from Seawood and one from Edward and Betty Masi) should have been disclosed instead of one. The failure to disclose in accordance with the requirements in Section 2-505 is made a violation of such ethics code section pursuant to Section 2-505(f). Accordingly, based on the referenced documentation I reviewed, it appears that Seawood violated City Code Section 2-505 for failing to disclose the second \$500 campaign contribution in Seawood's Proposal.

SUMMARY OF CITY COMMISSION'S OPTIONS

Agenda Item #4, which was prepared prior to receiving the Letter, provides for the Commission to approve the Evaluation Committee's Ranking of the Proposals responsive to the RFP and authorize negotiations with Seawood as the top-ranked firm. However, the City has multiple options regarding the RFP and approval of Item #4 as currently prepared may be inconsistent with the City Code if the City Commission determines the subject City ethics code was violated. Pursuant to the evaluation procedures in Section 38-127(4)(e) of the City Code for a competitive solicitation, the City Commission has the following options in any City competitive procurement that requires City Commission approval:

- (1) *Approve the evaluation committee's ranking/evaluation and recommendation.*

Section 2-505(f) of the City Code states that “Failure to disclose in compliance with this section shall be a violation of this ethics code and shall be grounds for the city commission to void or rescind any approval or contract.” This language indicates that the City Commission could reject a contract award to

Seawood on the basis of the Code violation if the Commission deemed it warranted. Section 38-130 provides the Commission with “full discretion to...waive minor irregularities in bids and proposals.” However, notwithstanding this discretion and whether the Commission would consider Seawood’s disclosure a minor irregularity, **Section 38-141(2) of the City Code states that “[t]he city shall not execute a contract if there has been a violation of this section, any ethics provision of a procurement solicitation, or any local, state, or federal law...”** This section is not subject to waiver. If the City Commission determines that Seawood’s Proposal violated the City’s campaign contribution disclosure requirements, approving the ranking and authorizing the negotiation and execution of a contract with Seawood under the current solicitation would be prohibited by City Code Section 38-141(2).

(2) Reject all Proposals.

In accordance with City Code Section 38-130, the City Commission has full discretion to reject all proposals submitted in response to the RFP and direct staff to undertake a new solicitation. If the City Commission rejects all proposals, I recommend the Commission state a reason on the record for the rejection in accordance with City Code Section 38-127(4)(e).

(3) City Commission Re-Ranking of Proposals.

The Evaluation Committee ranked Seawood as the top ranked firm. In accordance with City Code Section 38-130, the City Commission, by super majority vote, has the option to re-rank/re-evaluate the shortlisted firms. If the commissioners determine by a super majority vote that they wish to re-rank or re-evaluate the shortlisted firms resulting from evaluation based competitive solicitation process, all the commissioners must review all materials both written and oral originally presented to the evaluation committee by the short listed firms prior to re-ranking. The vote on the re-ranking may be by simple majority.

(4) Send Ranking back to Evaluation Committee.

The Letter was received after the Evaluation Committee scored the proposals and approved its ranking. The Commission may send the ranking/evaluation back to the Evaluation Committee to conduct further evaluations consistent with the requirements of the RFP and the Committee may either ratify the ranking/evaluation or re-rank the firms. Note that traditionally City evaluation committees generally do not render decisions regarding potential ethics violations and ultimately the matter will come back before the Commission for final action.

Please feel free to contact me if you would like to discuss further.

11. Ethics Code Disclosure

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

Seawood Builders and/or it's principals have contributed to the following elected official campaigns:

Gloria Battle	\$	500	Dec 31, 2018
Bill Ganz	\$	500	Feb 14, 2017
Michael Hudak	\$	1,000	Sept 21, 2018

b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable:

None

c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

None

IF ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)



Memorandum

TO: Tom Good, Assistant City Manager

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: March 17, 2020

RE: **Design-Build Construction for Center for Active Aging, RFP #20-02-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for Design-Build Construction for the Center for Active Aging, RFP #20-02-PC, as a result of Step #1 - RFQ 2018-19/06. This formal competitive solicitation is part of a two-step procurement process that complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On November 19, 2019, the RFP was posted on the City Hall Monitors. The notice was also sent via the eProcurement Marketplace to the three (3) Pre-Qualified firms (Seawood Builders, LLC; Di Pompeo Construction Corporation; West Construction, Inc.) approved by the City Commission on June 4, 2019 via Resolution No. 2019/074. Only the three (3) Pre-Qualified firms were allowed to submit a response to this RFP. This is Step 2 – RFP of the two-step process for the Design-Build Construction for Center for Active Aging project.
- On December 4, 2019 at 10:00 a.m. EST, a Mandatory Site Visit and Examination was held and immediately following the site visit and examination a Mandatory Pre-Proposal Conference was held. All three (3) Pre-Qualified firms attended the site visit and examination and pre-proposal conference.
- Three (3) Addendums were issued to make additions, deletions, revision and changes to the RFP documents.
- On Friday, February 21, 2020 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the three (3) proposals in accordance with the weighted criteria stated in the RFP prior to the initial public

evaluation committee meeting held on Friday, March 13, 2020 at 10:30 p.m. EDST. The Evaluation Committee consisted of: Steven Zielnicki, Capital Projects Engineer; Eric Powers, Director of Planning and Development Services; Donna DeFronzo, Director Department of Active Aging; Kris Mory, Director of Economic Development; and Priscilla Cygielnik, Assistant Director of Engineering and Operations.

- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Project Specific Team Qualifications Required to Complete the Design and Construction of this Project	5
Design and Construction Approach and Process	2
Technical Capabilities	2
Guaranteed Maximum Price	8
Project Schedule and Phasing	2
Demonstration of Participation Plan, Completeness and Accuracy (if DBE participation is required)	1

- The proposals were ranked as follows:

Ranking Chart	Steven Zielnicki	Eric Power	Donna DeFronzo	Kris Mory	Priscilla Cygielnik	Total	Ranking
Seawood Builders, LLC	188 / 1	149 / 1	170 / 1	186 / 1	192 / 2	6	1
Di Pompeo Construction Corporation	159.60 / 2	136.50 / 3	102.90 / 3	115.50 / 3	194.25 / 1	12	2
West Construction, Inc.	150 / 3	137 / 2	120 / 2	132 / 2	150 / 3	12	3

- Also, one (1) Proposer, Di Pompeo Construction Corporation provided evidence for meeting the Disadvantage Business Enterprise Program stated in the RFP documents.
- As required per City Ordinance Section 38-142, the evaluation scores for Di Pompeo Construction Corporation were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking chart.
- After Committee Members Discussion of the Proposals, their independent review scores were not changed.
- Following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award a contract to the first ranked Proposer, Seawood Builders, LLC.
- There was a tie for the second ranking with Di Pompeo Construction Corporation and West Construction, Inc. The tie-breaker was in favor of Di Pompeo Construction Corporation for meeting the City's Disadvantage Business Enterprise Program as per City Ordinance Section 38-142.

- Reference checks were conducted on Seawood Builders, LLC and revealed positive ratings.

In summary, Seawood Builders, LLC is the number one (1) ranked Proposer. Therefore, Staff recommends the award of this contract to Seawood Builders, LLC.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheets, Tabulation Summary, Bid Summary, Recommended Proposer's Submittal, Vendor References – Check List, Scope of Work, Ethics Code Disclosure – Seawood Builders, LLC, Resolution No. 2019/074

c: Steven Zielnicki, Capital Projects Engineer
Donna DeFronzo, Director Department of Active Aging

1	Division 1 General Requirements. The future Schedule of Values will be made up of Sections 01010 through 01820; and their individual values.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	West Construction Inc.	1	Lump Sum		\$663,655.00	\$663,655.00
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$988,554.50	\$988,554.50 Attachment 2
	Di Pompeo Construction Corporation	1	Lump Sum		\$1,100,000.00	\$1,100,000.00
2	Division 2 Site Construction. The future Schedule of Values will be made up of Sections 02010 through 02915; and their individual values.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Di Pompeo Construction Corporation	1	Lump Sum		\$1,000,000.00	\$1,000,000.00
	West Construction Inc.	1	Lump Sum		\$1,164,974.00	\$1,164,974.00
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$1,344,023.40	\$1,344,023.40 Attachment 2
3	Division 3 Concrete. The future Schedule of Values will be made up of Sections 03300 through 03520; and their individual values.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	West Construction Inc.	1	Lump Sum		\$624,723.00	\$624,723.00
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$819,220.00	\$819,220.00 Attachment 2
	Di Pompeo Construction Corporation	1	Lump Sum		\$1,450,000.00	\$1,450,000.00
4	Division 4 Masonry. The future Schedule of Values will be made up of Section 04200; and its separate individual value.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
		1	Lump Sum		\$136,095.00	\$136,095.00 Attachment 2
	Di Pompeo Construction Corporation	1	Lump Sum		\$186,000.00	\$186,000.00
	West Construction Inc.	1	Lump Sum		\$317,151.00	\$317,151.00
5	Division 5 Metals. The future Schedule of Values will be made up of Sections 05120 through 05915; and their individual values.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	West Construction Inc.	1	Lump Sum		\$413,096.00	\$413,096.00
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$462,034.00	\$462,034.00 Attachment 2
	Di Pompeo Construction Corporation	1	Lump Sum		\$590,000.00	\$590,000.00

6	Division 6 Wood and Plastics. The future Schedule of Values will be made up of Sections 06100 through 06400; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Di Pompeo Construction Corporation	1	Lump Sum		\$400,000.00	\$400,000.00	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
Seawood Builders, LLC	1	Lump Sum		\$837,013.00	\$837,013.00	
West Construction Inc.	1	Lump Sum		\$854,336.00	\$854,336.00	
7	Division 7 Thermal and Moisture Protection. The future Schedule of Values will be made up of Sections 07200 through 07900; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
West Construction Inc.	1	Lump Sum		\$319,104.00	\$319,104.00	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
Seawood Builders, LLC	1	Lump Sum		\$353,115.00	\$353,115.00	
Di Pompeo Construction Corporation	1	Lump Sum		\$380,000.00	\$380,000.00	
8	Division 8 Doors and Windows. The future Schedule of Values will be made up of Sections 08110 through 08830; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
West Construction Inc.	1	Lump Sum		\$352,505.00	\$352,505.00	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
Seawood Builders, LLC	1	Lump Sum		\$382,654.00	\$382,654.00	
Di Pompeo Construction Corporation	1	Lump Sum		\$450,000.00	\$450,000.00	
9	Division 9 Finishes. The future Schedule of Values will be made up of Sections 09200 through 09900; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
						For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
Seawood Builders, LLC	1	Lump Sum		\$728,460.71	\$728,460.71	
West Construction Inc.	1	Lump Sum		\$900,176.00	\$900,176.00	
Di Pompeo Construction Corporation	1	Lump Sum		\$1,190,000.00	\$1,190,000.00	
10	Division 10 Specialties. The future Schedule of Values will be made up of Sections 10210 through 10999; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
						For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
Seawood Builders, LLC	1	Lump Sum		\$150,684.31	\$150,684.31	
Di Pompeo Construction Corporation	1	Lump Sum		\$205,000.00	\$205,000.00	
West Construction Inc.	1	Lump Sum		\$383,806.00	\$383,806.00	

11	Division 11 Equipment. The future Schedule of Values will be made up of Section 11900; and their individual equipment(s) values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Di Pompeo Construction Corporation	1	Lump Sum		\$70,000.00	\$70,000.00	
West Construction Inc.	1	Lump Sum		\$100,541.00	\$100,541.00	
Seawood Builders, LLC	1	Lump Sum		\$115,660.30	\$115,660.30	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
12	Division 12 Furnishings. The future Schedule of Values will be made up of Section 12492 through 12493; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Di Pompeo Construction Corporation	1	Lump Sum		\$50,000.00	\$50,000.00	
West Construction Inc.	1	Lump Sum		\$61,194.00	\$61,194.00	
Seawood Builders, LLC	1	Lump Sum		\$95,694.77	\$95,694.77	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
13	Division 13 Special Construction. The future Schedule of Values will be made up of Section 13845 through 13852; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Di Pompeo Construction Corporation	1	Lump Sum		\$1,000.00	\$1,000.00	
Seawood Builders, LLC	1	Lump Sum		\$40,000.00	\$40,000.00	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
West Construction Inc.	1	Lump Sum		\$549,359.00	\$549,359.00	
14	Division 15 Mechanical. The future Schedule of Values will be made up of Sections 15010 through 15990; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
West Construction Inc.	1	Lump Sum		\$592,814.00	\$592,814.00	
Seawood Builders, LLC	1	Lump Sum		\$651,082.40	\$651,082.40	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
Di Pompeo Construction Corporation	1	Lump Sum		\$700,000.00	\$700,000.00	
15	Division 16 Electrical. The future Schedule of Values will be made up of Sections 16055 through 16511; and their individual values.					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
West Construction Inc.	1	Lump Sum		\$820,392.00	\$820,392.00	
Di Pompeo Construction Corporation	1	Lump Sum		\$1,000,000.00	\$1,000,000.00	
Seawood Builders, LLC	1	Lump Sum		\$1,179,646.74	\$1,179,646.74	For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2

16	Division 17 Technology. The future Schedule of Values will be made up of Sections 17010 through 17450; and their individual values.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	West Construction Inc.	1	Lump Sum		\$308,780.00	\$308,780.00
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$444,592.84	\$444,592.84 Attachment 2
	Di Pompeo Construction Corporation	1	Lump Sum		\$975,000.00	\$975,000.00
17	Other Expenses. Insurance, Overhead, Mark-up, Builders Risk Insurance, Performance Payment Bonds, Phasing, LEED Elements; a breakdown of these separate items will complete the future Schedule of Values.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Di Pompeo Construction Corporation	1	Lump Sum		\$1,230,000.00	\$1,230,000.00
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$1,453,354.20	\$1,453,354.20 Attachment 2
	West Construction Inc.	1	Lump Sum		\$1,583,559.00	\$1,583,559.00
18	Owner Contingency.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
						For detailed qualifications and clarifications of this line item, please see Other Attachments section,
	Seawood Builders, LLC	1	Lump Sum		\$250,000.00	\$250,000.00 Attachment 2
	Di Pompeo Construction Corporation	1	Lump Sum		\$250,000.00	\$250,000.00
	West Construction Inc.	1	Lump Sum		\$250,000.00	\$250,000.00

19	BidAlternate 1.Child Care Center Building and Associated Improvements as per RFP documents.						Supplier Notes
Supplier	QTY	UOM	Estimated	Price	Extended		
							Bid Alternate 1 Child Day Care Facility & added site revisions Notes regarding the RFP addendum 2 in the Design Narrative for the Child Care Center Add Alternate 1 Section B. 51. Building 5 is described as being removed and not building 6. Building 6 will be demolished to allow for the construction to take place as per our proposal as building 6 cannot remain if the alternate is picked up. 2. We have included a \$1,500. moving allowance for building 5 to move to buildings 3 & 4 which appear to be the current child care facilities. 3. We have included \$2,500. For renovations to buildings 3 and 4 as an allowance as there are no plans and or description of what renovations are to be required to accept the occupants of building 5. These buildings will be temporary in any event. 4. We exclude any additional Fire alarm work in buildings 3 & 4 and or data lines / fiber optic lines or structured cabling. 5. We exclude any work with relocation or moving expense with building 6. We have included full demolition of building 6 only. 6. If the City requires building 6 to remain until completion of the new Active Aging Center it will add time to the contract as the utilities and the tele/data conduits as well as the generator power supply to the child care facility cross the area building 6 occupies that is required to install the underground services required for the Child Care Center to be functional. 7. A PSA BDA is not included with the Child Care Center. It is our understanding that since the building is under 3000 SF and is not code required. A RF signal strength testing will be
Di Pompeo Construction Corporation	1	Lump Sum		\$790,000.00	\$790,000.00		
Seawood Builders, LLC	1	Lump Sum		\$1,010,861.31	\$1,010,861.31		
West Construction Inc.	1	Lump Sum		\$1,233,931.00	\$1,233,931.00		

20	BidAlternate 2.Mill and Resurface the Entire Existing South Parking Lot as per RFP documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Di Pompeo Construction Corporation	1	Lump Sum		\$60,000.00	\$60,000.00	
	West Construction Inc.	1	Lump Sum		\$65,900.00	\$65,900.00	
							For detailed qualifications and clarifications of this line item, please see Other Attachments section, Attachment 2
	Seawood Builders, LLC	1	Lump Sum		\$80,827.19	\$80,827.19	
21	Permit Allowance.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Seawood Builders, LLC	1	Lump Sum		\$100,000.00	\$100,000.00	
	Di Pompeo Construction Corporation	1	Lump Sum		\$100,000.00	\$100,000.00	
	West Construction Inc.	1	Lump Sum		\$100,000.00	\$100,000.00	

Event Number	20-02-PC Addendum 3	Organization	City of Deerfield Beach
Event Title	Design-Build Construction for Center for Active Aging	Workgroup	Purchasing & Contract Admin. Div.
Event Description	The City of Deerfield Beach is seeking responses for the	Event Owner	Paul Collette, Buyer
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	11/18/2019 05:04:44 PM (ET)	Phone	(954) 480-4418
Close Date	2/21/2020 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Seawood Builders, LLC	Deerfield Beach	FL	2/21/2020 11:03:03 AM (ET)	21	\$11,623,573.67
West Construction Inc.	Lantana	FL	2/21/2020 12:02:09 PM (ET)	21	\$11,659,996.00
Di Pompeo Construction Corporation	Pompano Beach	FL	2/21/2020 01:13:50 PM (ET)	21	\$12,177,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Paul Collette Buyer
Email pcollette@deerfield-beach.com
Phone (954) 480-4418
Fax (954) 480-4388

Bid Number 20-02-PC Addendum 3
Title Design-Build Construction for Center for Active Aging
Bid Type RFP
Issue Date 11/18/2019 05:04 PM (ET)
Close Date 2/21/2020 02:00:00 PM (ET)

Contact Information

Address 401 SW 4th Street

 Deerfield Beach, FL 33441
Contact Paul Collette Buyer
Department Purchasing & Contract Admin. Division
Building A
Floor/Room 2nd
Telephone (954) 480-4418
Fax (954) 480-4388
Email pcollette@deerfield-beach.com

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
Di Pompeo Construction	Nikki Turner	Pompano Beach, FL	jdipompeo@dipompeoconstruction.com	Manual
Di Pompeo Construction Corporation	John Di Pompeo	Pompano Beach, FL	jdipompeo@dipompeoconstruction.com; islonos@dipompeoconstruction.com	Manual
Seawood Builders, LLC	Betty M. Masi	Deerfield Beach, FL	bmasi@seawoodbuilders.com	Manual
West Construction Inc.	Martha A. Morgan	Lantana, FL	mamorgan@westconstructioninc.net	Manual

External Invitations

Bid Notes

The City of Deerfield Beach is seeking responses for the top three (3) ranked Firms approved by the City Commission to participate in submitting a proposal for the Step 2 (RFP Process) for the above mentioned solicitation.

Bid Activities

Date	Name	Description
12/4/2019 10:00 AM (ET)	Mandatory Site Visit and Examination	Mandatory Site Visit and Examination
12/4/2019 11:30 AM (ET)	Mandatory Pre-Proposal Conference	Mandatory Pre-Proposal Conference
12/18/2019 09:00 AM (ET)	Follow-up Non-Mandatory Site Visit and Examination	Follow-up Non-Mandatory Site Visit and Examination
2/18/2020 05:30 PM (ET)	Last Day the City will Issue Addenda	Addenda be released via the eProcurement Marketplace when necessitated. This the last date and time the City will issue an addendum.

Bid Messages

Date	Subject	Message
12/02/19	Mandatory Site Visit and Examination, Mandatroy Pre-Proposal Conference Courtesy Reminder	This is a courtesy reminder that the Mandatory Site Visit and Examination will be conducted on Wednesday, December 4, 2019 at 10:00 a.m. at the Center for Active Aging, 227 NW 2nd Street, Deerfield Beach, FL 33441 and the Mandatory Pre-Proposal Conference will be conducted on Wednesday, December 4, 2019 immediately following the Site Visit and Examination at the Central City Campus, 2nd Floor Large Conference Room, 401 SW 4th Street, Bldg. A, Deerfield Beach, FL 33441.
02/13/20	Solicitation Closing Courtesy Reminder	This is a courtesy reminder that this solicitation opportunity will be closing on Wednesday, February 19, 2020, at 11:00 AM. If you are not submitting a response to this RFP, please provide your reasons via e-mail to Paul Collette, Buyer at pcollette@deerfield-beach.com. Thank you.
02/24/20	Evaluation Committee Meeting	You are hereby notified that the Evaluation Committee for Design-Build Construction for Center for Active Aging, RFP #20-02-PC will meet on Thursday, March 5, 2020 at 11:00 a.m. EST. The location of the meeting is 401 SW 4th Street, Deerfield Beach, FL 33441 (Central City Campus, Bldg. A, 2nd Floor Large Conference Room). The purpose of the evaluation meeting is to discuss the responsive proposals received, rank those proposals, and decide on the next course of action, whether that be to make a recommendation to the City Commission or request oral presentations from the short-listed Proposers. Should you have any questions regarding this meeting, please contact the Purchasing and Contract Administration Division at 954-480-4381. This is a public meeting held in accordance with Florida Statute Chapter 286.
03/04/20	Evaluation Committee Meeting - Date and Time Change	You are hereby notified that the Evaluation Committee for Design-Build Construction for Center for Active Aging, RFP #20-02-PC has been postponed from Thursday, March 5, 2020 at 11:00 a.m. EST to Friday, March 13, 2020 at 10:30 a.m. EDT. The location of the meeting is 401 SW 4th Street, Deerfield Beach, FL 33441 (Central City Campus, Bldg. A, 2nd Floor Large Conference Room). The purpose of the evaluation meeting is to discuss the responsive proposals received, rank those proposals, and decide on the next course of action, whether that be to make a recommendation to the City Commission or request oral presentations from the short-listed Proposers. Should you have any questions regarding this meeting, please contact the Purchasing and Contract Administration Division at 954-480-4381. This is a public meeting held in accordance with Florida Statute Chapter 286.
03/13/20	Notice of Intent to Award	Please be advised that the City of Deerfield Beach staff has evaluated and ranked all responsive and responsible submittals received in accordance with the criteria stated in the RFP. Based on the final rankings, staff is recommending approval of the rankings and to award a contract to the first ranked Proposer Seawood Builders, LLC. The recommendation is scheduled to be presented to the City Commission at the April 21, 2020 City Commission meeting but is subject to change. Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval, rejects all proposals or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process pursuant to Section 38-140 of the City Procurement Code. Should you have any questions please contact the Purchasing and Contract Administration Division at 954-480-4381. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	20-02-PC Request for Proposals Package.pdf	Request for Proposals Package
Header	20-02-PC Exhibit I - CAA Design Criteria Package...pdf	Exhibit I - CAA Design Criteria Package
Header	20-02-PC Exhibit II - Tentative Schedule of Events...lsx.pdf	Exhibit II - Tentative Schedule of Events
Header	20-02-PC Exhibit III - Release of Liability for AutoCAD Files.pdf	Exhibit III - Release of Liability for AutoCAD Files
Header	20-02-PC Exhibit IV - AutoCAD Files.zip	Exhibit IV - AutoCAD Files
Header	20-02-PC Exhibit V - Drain Main Map (Drainage Sketch).pdf	Exhibit V - Drain Main Map (Drainage Sketch)

Header	20-02-PC Attachment A - Performance Bond.pdf	Attachment A - Performance Bond
Header	20-02-PC Attachment B - Payment Bond.pdf	Attachment B - Payment Bond
Header	20-02-PC Attachment C - Background Check Affidavit.pdf	Attachment C - Background Check Affidavit
Header	20-02-PC Attachment D - Florida Trench Safety Act.pdf	Attachment D - Florida Trench Safety Act
Header	20-02-PC Attachment E - In-Progress Contract Documents.pdf	Attachment E - In-Progress Contract Documents

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Project Specific Team Qualifications Required to Complete the Design and Construction of this Project : Submit your firm's project specific team members qualifications required to successfully complete the design and construction of this project. Limited to 10 pages max.
2	YES	Design and Construction Approach & Process : Describe in detail your firm's proposed design and construction approach and process for this project. Limited to 3 pages max.
3	YES	Technical Capabilities : Describe in detail your technical capabilities (identified by design team) for this project. Limited to 3 pages max.
4	YES	Project Scheduling and Phasing : Provide visual timelines representing all schedules and phases of this project from design to project close-out. Utilizing Microsoft Project Software.
5	YES	Demonstration of Participation Plan, Completeness and Accuracy (if DBE participation is required) : Provide Describe the team's understanding of this project's objective, constraints, and functionality. Limited to 3 pages max.
6	YES	PDF Combined Response Package : Provide one PDF of all your proposal package responses.
7	YES	Proof of Insurability : Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.
8	NO	Certified Business Entity (CBE) Certification, if applicable : Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.
9	YES	Copies of Applicable Licenses and Certifications : Submit copies of any required licenses and/or certifications that are required to perform the services, applicable to the services, or relative to supporting your firm's qualifications.
10	NO	Schedule of Participation from Disadvantage Business Entity(s) : Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.
11	NO	Ethics Code Disclosure : a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

- | | | |
|----|-----|--|
| 12 | YES | Release of Liability for AutoCAD Files : Proposers shall submit with their Response Attachments a signed and notarized "Release of Liability for AutoCAD Files" listed under Attachments, Exhibit III - Release of Liability for AutoCAD Files, to be responsive to this RFP. |
| 13 | YES | Letters of Intent from DBEs : For each participating DBE, indicate the agreed subcontract amount executed with the responding firm's signature and countersigned by the proposed subcontractors or sub-consultants. Submit the Letters of Intent from DBE's on the Proposer's company letterhead and submit with their Response Attachments. |

Bid Attributes

#	Name	Note	Response
1	Addendum 1	Addendum 1 issued to make additions to the RFP documents (under Attachments -added Exhibit III - Release of Liability for AutoCAD Files; added Exhibit IV - AutoCAD Files; under Response Attachments - added Item 12. Release of Liabilityfor AutoCAD Files).	Display
2	Addendum 2	Addendum 2 issued to make additions, deletions, revisions to the RFP documents (under Attachments, Exhibit I - CAA Design Criteria Package addedSection 17820 CCTV SURVEILLANCE SYSTEM;revised Section 01310 Part I - Item 1.6 (B)(C)(D)(E),revised Section 01500 Part 2 - Item 2.1 (C)(2)(3), , Section II - Design Narratives - Center for Active Aging, Page 3; revised Request for Proposals Package Section II - Evaluation Procedures, Item 2(a), Section IV - Special Terms and Conditions Item 5.Time of Completion and Item 12. Maintenance Bond and Item 18. Letters of Intent from DBE's[Words/Letters/Numbers Struck Through are Deleted and Words/Letters/Numbers Bold and Underlined are Added]; revised/replaced Exhibit II - Tentative Schedule of Events; added Exhibit V - Drain Main Map (Drainage Sketch); added under Response Attachments, Item 13. Letters of Intent from DBE's;responded toCAA-RFP-RFI-01 through CAA-RFP-RFI-81).	Display
3	Addendum 3	Addendum 3 is issued to make changes to the RFP documents for correction of scrivener's errors(under Attachments, Exhibit I - CAA Design Criteria Package, Section 01020 Allowances, Items 1 and 2 - Numbers Struck Through are Deleted and Numbers Bold and Underlined are Added; Under Attachments, Exhibit II - Tentative Schedule of Events was revised; under Line Item 17 - Removed the word "Permits",under Line Items - Added Item 21. Permit Allowance; under Response Attachments, Item 13 - removed "as listed on Schedule of Participation form" from the description).	Display

4	Drug-Free Workplace Programs	Required
5	Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Valid Responses: [Please Select], Yes, No	Required
5	The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Valid Responses: I Agree	Required

6 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.
Valid Responses: I Affirm

Required

7 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.
Valid Responses: I affirm

Required

8	Certified Business Entity Affirmation	1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity	Required
9	Ethics Code Disclosure	Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.) Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable	Required
10	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required
11	Completing the Statements of Qualification	All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.	Display

12	Individuals with legal authority to contract	In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.	Required
13	Compliance with Florida Factitious Name Statute	If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.	Display
14	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Valid Responses: Yes	Required
15	Use of Subcontractors	Will you be using any subcontractors? Valid Responses: [Please Select], Yes, No	Required
16	List of Subcontractors	If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.	Required
17	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	Required
18	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required
19	Conflicts of Interest	Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.	Required
20	Acknowledgement of Specified Products/Materials	Offeror affirms that they have reviewed entire Contract Documents and will provide all "NAMED PRODUCTS" and in the event there is ambiguity or conflict relating to items or arrangements to be furnished under the Contract Documents, the Architect will determine which takes precedence. It is understood that the CONTRACTOR shall furnish the items or arrangements of greater quantity, better quality, or higher cost as conclusively determined by the Architect. In addition, the Contractor has reviewed this condition with all the Subcontractors and Suppliers. Valid Responses: I Affirm	Required

- 21 Litigation, Arbitration, and Claims or Liens against Bonds As a prerequisite for qualification, the following shall apply: Required
1) Contractor shall not be involved in current/pending or past litigation/arbitration over the last five (5) years, which, in the opinion of the City, is likely to have a material negative impact on their ability to execute this project. 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters. 3) Contractor shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.
- 22 Verification of Employment Status Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.
Valid Responses: I Affirm Required
- 23 Background Check Affidavit Offeror affirms to conduct background checks in accordance to the Citys Background Check Affidavit (Attachment C) if awarded the contract.
Valid Responses: I Affirm Required

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Division 1 General Requirements. The future Schedule of Values will be made up of Sections 01010 through 01820; and their individual values.	Price (Required)
2	1	Lump Sum	Division 2 Site Construction. The future Schedule of Values will be made up of Sections 02010 through 02915; and their individual values.	Price (Required)
3	1	Lump Sum	Division 3 Concrete. The future Schedule of Values will be made up of Sections 03300 through 03520; and their individual values.	Price (Required)
4	1	Lump Sum	Division 4 Masonry. The future Schedule of Values will be made up of Section 04200; and its separate individual value.	Price (Required)
5	1	Lump Sum	Division 5 Metals. The future Schedule of Values will be made up of Sections 05120 through 05915; and their individual values.	Price (Required)
6	1	Lump Sum	Division 6 Wood and Plastics. The future Schedule of Values will be made up of Sections 06100 through 06400; and their individual values.	Price (Required)
7	1	Lump Sum	Division 7 Thermal and Moisture Protection. The future Schedule of Values will be made up of Sections 07200 through 07900; and their individual values.	Price (Required)
8	1	Lump Sum	Division 8 Doors and Windows. The future Schedule of Values will be made up of Sections 08110 through 08830; and their individual values.	Price (Required)
9	1	Lump Sum	Division 9 Finishes. The future Schedule of Values will be made up of Sections 09200 through 09900; and their individual values.	Price (Required)

10	1	Lump Sum	Division 10 Specialties. The future Schedule of Values will be made up of Sections 10210 through 10999; and their individual values.	Price (Required)
11	1	Lump Sum	Division 11 Equipment. The future Schedule of Values will be made up of Section 11900; and their individual equipment(s) values.	Price (Required)
12	1	Lump Sum	Division 12 Furnishings. The future Schedule of Values will be made up of Section 12492 through 12493; and their individual values.	Price (Required)
13	1	Lump Sum	Division 13 Special Construction. The future Schedule of Values will be made up of Section 13845 through 13852; and their individual values.	Price (Required)
14	1	Lump Sum	Division 15 Mechanical. The future Schedule of Values will be made up of Sections 15010 through 15990; and their individual values.	Price (Required)
15	1	Lump Sum	Division 16 Electrical. The future Schedule of Values will be made up of Sections 16055 through 16511; and their individual values.	Price (Required)
16	1	Lump Sum	Division 17 Technology. The future Schedule of Values will be made up of Sections 17010 through 17450; and their individual values.	Price (Required)
17	1	Lump Sum	Other Expenses. Insurance, Overhead, Mark-up, Builders Risk Insurance, Performance Payment Bonds, Phasing, LEED Elements; a breakdown of these separate items will complete the future Schedule of Values.	Price (Required)
18	1	Lump Sum	Owner Contingency.	Price
19	1	Lump Sum	Bid Alternate 1. Child Care Center Building and Associated Improvements as per RFP documents.	Price (Required)
20	1	Lump Sum	Bid Alternate 2. Mill and Resurface the Entire Existing South Parking Lot as per RFP documents.	Price (Required)
21	1	Lump Sum	Permit Allowance.	Price



20-02-PC Addendum 3 Seawood Builders, LLC Supplier Response

Event Information

Number: 20-02-PC Addendum 3
Title: Design-Build Construction for Center for Active Aging
Type: Request for Proposals
Issue Date: 11/18/2019
Deadline: 2/21/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach is seeking responses for the top three (3) ranked Firms approved by the City Commission to participate in submitting a proposal for the Step 2 (RFP Process) for the above mentioned solicitation.

Contact Information

Contact: Paul Collette Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Seawood Builders, LLC Information

Contact: Betty M. Masi
Address: 1324 W. Newport Center Drive
Deerfield Beach, FL 33442
Phone: (954) 421-4200
Fax: (954) 697-2600
Toll Free: (954) 421-4200
Email: bmasi@seawoodbuilders.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Betty M. Masi

Signature

Submitted at 2/21/2020 10:03:03 AM

bmasi@seawoodbuilders.com

Email

Supplier Note

Thank you for the opportunity to submit our response for this highly important project for the City of Deerfield Beach and the community this facility will serve. We have lived and worked in Deerfield Beach for over 35 years. I personally have participated on the Board of the Chamber of Commerce for over a decade and serve as the current Chairperson. We also were instrumental in the founding of the City of Deerfield Beach Economic Development Council and currently serve on its Board. Seawood Builders-Ditman Architecture is completely vested and dedicated to the City of Deerfield Beach and in the success of this project. It would be an honor to be the design-builder for the Center for Active Aging. Thank you for your careful consideration.

Requested Attachments

Project Specific Team Qualifications Required to Complete the Design and Construction of this Project

seawood_builders_rfp_20_02_pc_attachment_01.pdf

Submit your firm's project specific team members qualifications required to successfully complete the design and construction of this project. Limited to 10 pages max.

Design and Construction Approach & Process

seawood_builders_rfp_20_02_pc_attachment_02.pdf

Describe in detail your firm's proposed design and construction approach and process for this project. Limited to 3 pages max.

Technical Capabilities

seawood_builders_rfp_20_02_pc_attachment_03.pdf

Describe in detail your technical capabilities (identified by design team) for this project. Limited to 3 pages max.

Project Scheduling and Phasing

seawood_builders_rfp_20_02_pc_attachment_04.pdf

Provide visual timelines representing all schedules and phases of this project from design to project close-out. Utilizing Microsoft Project Software.

Demonstration of Participation Plan, Completeness and Accuracy (if DBE participation is required)

seawood_builders_rfp_20_02_pc_attachment_05.pdf

Provide Describe the team's understanding of this project's objective, constraints, and functionality. Limited to 3 pages max.

Provide one PDF of all your proposal package responses.

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Submit copies of any required licenses and/or certifications that are required to perform the services, applicable to the services, or relative to supporting your firm's qualifications.

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company); b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable; c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Proposers shall submit with their Response Attachments a signed and notarized "Release of Liability for AutoCAD Files" listed under Attachments, Exhibit III - Release of Liability for AutoCAD Files, to be responsive to this RFP.

For each participating DBE, indicate the agreed subcontract amount executed with the responding firm's signature and countersigned by the proposed subcontractors or sub-consultants. Submit the Letters of Intent from DBE's on the Proposer's company letterhead and submit with their Response Attachments.

Response Attachments

seawood_builders_rfp_20_02_pc_other_attachment_01.pdf

Compliance with Florida Factitious Name Statute

seawood_builders_rfp_20_02_pc_other_attachment_02.pdf

Line Items Qualifications and Clarifications

Bid Attributes

1	Addendum 1 Addendum 1 issued to make additions to the RFP documents (under Attachments - added Exhibit III - Release of Liability for AutoCAD Files; added Exhibit IV - AutoCAD Files; under Response Attachments - added Item 12. Release of Liability for AutoCAD Files).
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2 Addendum 2

Addendum 2 issued to make additions, deletions, revisions to the RFP documents (under Attachments, Exhibit I - CAA Design Criteria Package added Section 17820 CCTV SURVEILLANCE SYSTEM; revised Section 01310 Part I - Item 1.6 (B)(C)(D)(E), revised Section 01500 Part 2 - Item 2.1 (C)(2)(3), , Section II - Design Narratives - Center for Active Aging, Page 3; revised Request for Proposals Package Section II - Evaluation Procedures, Item 2(a), Section I V - Special Terms and Conditions Item 5. Time of Completion and Item 12. Maintenance Bond and Item 18. Letters of Intent from DBE's [Words/Letters/Numbers Struck Through are Deleted and Words/Letters/Numbers Bold and Underlined are Added]; revised/replaced Exhibit II - Tentative Schedule of Events; added Exhibit V - Drain Main Map (Drainage Sketch); added under Response Attachments, Item 13. Letters of Intent from DBE's; responded to CAA-RFP -RFI-01 through CAA-RFP-RFI-81).

3 Addendum 3

Addendum 3 is issued to make changes to the RFP documents for correction of scrivener's errors (under Attachments, Exhibit I - CAA Design Criteria Package, Section 01020 Allowances, Items 1 and 2 - Numbers Struck Through are Deleted and Numbers Bold and Underlined are Added; Under Attachments, Exhibit II - Tentative Schedule of Events was revised; under Line Item 17 - Removed the word "Permits", under Line Items - Added Item 21. Permit Allowance; under Response Attachments, Item 13 - removed "as listed on Schedule of Participation form" from the description).

4 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

5 Construction Contract Indemnification

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

6 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

7 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

At least one of the statements is applicable

10 Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

11 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

12 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Betty M. Masi, Member/CFO

13 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

14 Licenses and Certifications

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

Yes

15 Use of Subcontractors

Will you be using any subcontractors?

Yes

16 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

NOTE: BELOW IS THE TYPED LIST OF SUBCONTRACTORS AS REQUIRED. REFER TO COMBINED RESPONSE PACKAGE—ATTACH 6 FOR THE LIST IN TABLE FORM, WHICH PROVIDES THE REQUESTED INFORMATION IN AN ORDERLY FASHION.

Caulfield & Wheeler; 01-415/Surveying; 0.28%; N
 Florida Fence Rental; 01-596/Temp Fencing; 0.18%; N
 White's Prof. Window Cleaning; 01-610/Window Cleaning; 0.04%; N
 A&S Total Cleaning; 01-650/Final Clean; 0.13%; N
 Rick Hamann And Sons Demolition; 02-110/Demolition; 2.17%; Y
 HG Const.; 02-200/Mobilization-Survey-As-Built-Supervision; 0.86%; Y
 HG Const.; 02-200/Sitework-Site demo-Misc. Earthwork; 2.25%; Y
 HG Const.; 02-200/Site Drainage; 1.08%; Y
 HG Const.; 02-200/Sanitary Sewer; 0.03%; Y
 HG Const.; 02-200/Water-Fire Line; 0.48%; Y
 Paverscape Inc.; 02-400/Retaining Wall; 0.36%; Y
 HG Const.; 02-610/Paving; 1.71%; Y
 HG Const.; 02-615/Pavement Markings; 0.21%; Y
 HG Const.; 02-610/Curbs-Gutters-Sidewalks; 1.28%; Y
 Zepco Fence; 02-710/Fences; 0.09%; N
 Paverscape; 02-730/Brick Pavers at Entrance Walkways/Porte Cochere; 0.27%; Y
 Maccabi Landscape; 02-750/Irrigation; 0.43%; N
 VisualScape; 02-800/Landscaping; 1.69%; Y
 VisualScape; 02-801/Tree Protection-Removal-Trim; 0.09%; Y
 Luis & Luigi Concrete; 03-300/Concrete; 6.95%; Y
 Salomon Roofing & Const; 03-520/Lightweight Concrete-Gypcrete; 0.90%; Y
 Cast One; 04-600/Brick Veneer; 1.66%; N
 Steel Fabricators; 05-120/Structural Steel; 2.83%; N
 Anschuetz Aluminum Two; 05-520/Handrailing-Railing-Interior Railings; 0.42%; N
 Anschuetz Aluminum Two; 05-500/Misc Metals - Int. Aluminum Crash Guards; 0.20%; N
 Anschuetz Aluminum Two; 05-760/Dumpster Gates-Generator Enclosure Gates; 0.16%; N
 Flag Poles Etc/Zepco Fence; 05-765/Flagpole; 0.09%; N
 SRS; 06-190/Wood Trusses Canopy at Porte Cochere/Rear Covered Drop Off-Heavy Timber Trusses at Rear Entry/Walkway-South Covered Patio-Heavy Timber; 2.58%; N
 District 95 Woodworking; 06-220/Tounge & Groove Ceiling Planks-2x6 Cedar; 1.99%; N
 Premier Cabinets & Fixtures; 06-410/Cabinets-Vanities; 3.01%; N
 G Force Waterproofing & Restoration; 07-100/Waterproofing; 0.43%; Y
 Bomec Builders; 07-210/Building Insulation; 0.71%; N
 Holeman; 07-462/Lap Siding; 0.24%; N
 Salomon Roofing & Const; 07-510/Built-up Roof; 2.17%; Y
 Atlass Hardware Corp; 08-110/Hollow Metal Doors-Frames; 0.88%; N
 Atlass Hardware Corp; 08-200/Door Installation; 0.33%; N
 No Limit Glass; 08-400/Storefront; 1.36%; N
 Atlass Hardware Corp; 08-710/Hardware for Hollow Metal Doors; 0.68%; N
 Anschuetz Aluminum Two; 08-895/Awning; 0.10%; N
 CX Trim; 09-100/Stucco; 1.06%; N
 Bomec Builders; 09-260/Drywall; 2.30%; N
 Prof. Flooring Contractors; 09-310/Ceramic Tile; 0.32%; Y
 Bomec Builders LLC; 09-510/Acoustical Ceiling; 0.65%; N
 Prof. Flooring Cont; 09-555/Rubber flooring; 0.08%; Y
 Prof. Flooring Cont; 09-650/Resilient Flooring (LVT, VCT); 0.69%; Y
 Prof. Flooring Cont; 09-680/Carpet-TCF; 0.15%; Y
 Prof. Flooring Cont; 09-690/Epoxy Flooring; 0.22%; Y
 Done By Dunne; 09-900/Painting; 1.01%; Y
 S10 Specialties; 10-403/Signage-ADA-Code Compliant Signs; 0.08%; N
 S10 Specialties; 10-411/Dedication Plaque; 0.02%; N
 HufCor; 10-610/Operable Partition; 0.99%; N
 Atlass Hardware Corp; 10-800/Bath Accessories; 0.16%; N
 Denver Equip; 11-400/Kitchen Equipment; 1.11%; N
 Cube Care; 12-500/Window Treatments; 0.83%; Y
 146 Restoration Plus; 12-705/Lockers; 0.15%; N
 Playmore Recreational Products; 12-903/Aluminum Site Benches; 0.07%; N
 LM Wilson Plumbing; 15-400/Plumbing; 2.55%; N
 Anancy Fire Protection Services; 15-510/Fire Sprinklers; 0.53%; Y
 Elechs; 15-520/Fire Extinguishers; 0.01%; N
 Climate Temp; 15-800/HVAC; 3.15%; Y

Pomeroy Electric; 16-100/Electrical; 3.38%; N
Pomeroy Electric; 16-200/Generators; 1.27%; N
Siemens; 16-510/Light Fixture; 3.11%; N
Pomeroy Electric; 16-540/Site Lighting; 0.00%; N
Siemens; 16-670/Fire Alarm/Monitoring System; 0.39%; N
Siemens; 16-720/Security; 1.93%; N
TechnoIP; 16-730/Intercom; 0.19%; Y
Siemens; 16-750/Building Mgmt Systems; 1.82%; N
Techno IP; 16-760/Surveillance Cameras-wiring only; 0.32%; Y

17 Default and Non-Performance History

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

No.

18 Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

19 Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

Not Applicable.

20 Acknowledgement of Specified Products/Materials

Offeror affirms that they have reviewed entire Contract Documents and will provide all "NAMED PRODUCTS" and in the event there is ambiguity or conflict relating to items or arrangements to be furnished under the Contract Documents, the Architect will determine which takes precedence. It is understood that the CONTRACTOR shall furnish the items or arrangements of greater quantity, better quality, or higher cost as conclusively determined by the Architect. In addition, the Contractor has reviewed this condition with all the Subcontractors and Suppliers.

Affirm

21 Litigation, Arbitration, and Claims or Liens against Bonds

As a prerequisite for qualification, the following shall apply: 1) Contractor shall not be involved in current/pending or past litigation/arbitration over the last five (5) years, which, in the opinion of the City, is likely to have a material negative impact on their ability to execute this project. 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters. 3) Contractor shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.

Not applicable.

2
2 Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.

2
3 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C) if awarded the contract.

Bid Lines

1 Division 1 – General Requirements. The future Schedule of Values will be made up of Sections 01010 through 01820; and their individual values.

Quantity: 1 UOM: Lump Sum Price: Total:

Supplier Notes:

2 Division 2 – Site Construction. The future Schedule of Values will be made up of Sections 02010 through 02915; and their individual values.

Quantity: 1 UOM: Lump Sum Price: Total:

Supplier Notes:

3 Division 3 – Concrete. The future Schedule of Values will be made up of Sections 03300 through 03520; and their individual values.

Quantity: 1 UOM: Lump Sum Price: Total:

Supplier Notes:

4 Division 4 – Masonry. The future Schedule of Values will be made up of Section 04200; and its separate individual value.

Quantity: 1 UOM: Lump Sum Price: Total:

Supplier Notes:

5 Division 5 – Metals. The future Schedule of Values will be made up of Sections 05120 through 05915; and their individual values.

Quantity: 1 UOM: Lump Sum Price: Total:

Supplier Notes:

6	Division 6 – Wood and Plastics. The future Schedule of Values will be made up of Sections 06100 through 06400 ; and their individual values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$837,013.00 Total: \$837,013.00	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

7	Division 7 – Thermal and Moisture Protection. The future Schedule of Values will be made up of Sections 07200 through 07900; and their individual values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$353,115.00 Total: \$353,115.00	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

8	Division 8 – Doors and Windows. The future Schedule of Values will be made up of Sections 08110 through 08830; and their individual values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$382,654.00 Total: \$382,654.00	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

9	Division 9 – Finishes. The future Schedule of Values will be made up of Sections 09200 through 09900; and their individual values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$728,460.71 Total: \$728,460.71	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

10	Division 10 – Specialties. The future Schedule of Values will be made up of Sections 10210 through 10999; and their individual values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$150,684.31 Total: \$150,684.31	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

11	Division 11 – Equipment. The future Schedule of Values will be made up of Section 11900; and their individual equipment(s) values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$115,660.30 Total: \$115,660.30	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

12	Division 12 – Furnishings. The future Schedule of Values will be made up of Section 12492 through 12493; and their individual values.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$95,694.77 Total: \$95,694.77	
Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2	

1
3

Division 13 – Special Construction. The future Schedule of Values will be made up of Section 13845 through 13852; and their individual values.

Quantity: 1 UOM: Lump Sum Price: \$40,000.00 Total: \$40,000.00

Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2

1
4

Division 15 – Mechanical. The future Schedule of Values will be made up of Sections 15010 through 15990; and their individual values.

Quantity: 1 UOM: Lump Sum Price: \$651,082.40 Total: \$651,082.40

Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2

1
5

Division 16 – Electrical. The future Schedule of Values will be made up of Sections 16055 through 16511; and their individual values.

Quantity: 1 UOM: Lump Sum Price: \$1,179,646.74 Total: \$1,179,646.74

Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2

1
6

Division 17 – Technology. The future Schedule of Values will be made up of Sections 17010 through 17450; and their individual values.

Quantity: 1 UOM: Lump Sum Price: \$444,592.84 Total: \$444,592.84

Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2

1
7

Other Expenses. Insurance, Overhead, Mark-up, Builder's Risk Insurance, Performance & Payment Bonds, Phasing, LEED Elements; a breakdown of these separate items will complete the future Schedule of Values.

Quantity: 1 UOM: Lump Sum Price: \$1,453,354.20 Total: \$1,453,354.20

Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2

1
8

Owner Contingency.

Quantity: 1 UOM: Lump Sum Price: \$250,000.00 Total: \$250,000.00

Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2

19	Bid Alternate 1. Child Care Center Building and Associated Improvements as per RFP documents. Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$1,010,861.31 Total: \$1,010,861.31 Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2
20	Bid Alternate 2. Mill and Resurface the Entire Existing South Parking Lot as per RFP documents. Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$80,827.19 Total: \$80,827.19 Supplier Notes: For detailed qualifications and clarifications of this line item, please see Other Attachments section , Attachment 2
21	Permit Allowance. Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$100,000.00 Total: \$100,000.00 Item Notes: Item 21 has been added for Permit Allowance as part of Addendum 3.

Response Total: \$11,623,573.67

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer
Proposer's Name: Seawood Builders, LLC
Project Name: Design-Build Construction for Center for Active Aging
Project Number: RFP #20-02-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/26/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/26/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/26/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/26/20	12/23/15, 8/5/16, Contract Indebt- Disposed; 2/17/17, 4/17/18, 5/10/18, 7/18/18, 4/29/19, 5/14/19 Contract Indebt - Pending; 9/22/14 Traffic Infractions-Disposed; 2/17/17 CC Damages > \$5,000 - \$15,000 - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/26/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/26/20	12/10/08 Contract Debt Closed; 1/8/04 Civil - Dismissed	☒ Yes ☐ No ☐ N/A
Sunbiz	2/26/20	William Spruce-Registered Agent, Edward Masi-President; Betty Masi, Manager	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/26/20	Maintains Appropriate License. Status: Expires 8/31/20	☒ Yes ☐ No ☐ N/A

Name of Reference (Already Received, Reviewed and Completed in Step 1 – RFQ Process)	Start Date	Completed
City of Coconut Creek	4/2/19	☒ Yes ☐ No ☐ N/A
Nord Anglia Education	4/2/19	☒ Yes ☐ No ☐ N/A
The Related Group	4/2/19	☒ Yes ☐ No ☐ N/A
North Broward Propriety School	4/2/19	☒ Yes ☐ No ☐ N/A

SECTION VI – SCOPE OF WORK

1. Background

- a. The City of Deerfield Beach is a dynamic coastal community of more than 79,000 residents located in Broward County, Florida, just south of the Palm Beach County line.
- b. The City of Deerfield Beach is seeking responses specifically from the top three (3) ranked firms approved by City Commission to participate in the Request for Proposals in the Step 2 (RFP Process) part of a two-step process as stated in Section II – Evaluation Procedures. The Proposers shall provide design-build services for the design and construction of a new Center for Active Aging project based on the design-build criteria package prepared by the City's Design Criteria Professional, Walters Zackria Associates, PLLC.

2. General Project Description

- a. The City of Deerfield Beach intends to build a new building to primarily house a Center for Active Aging, with ancillary uses on approximately 3.91-acre site located at 225 and 325 NW 2 Avenue, Deerfield Beach, FL 33441, hereinafter referred to as the "PROJECT."
- b. The proposed Center for Active Aging facility encompasses a single-story building generally comprised of a general public lobby serving the following: an Adult Day Services Center with Activity Lounge and support spaces; a Senior Services Center with large Multi-purpose rooms, Creative Activity Rooms, a Health and Wellness Room, and support spaces; an office suite for the Department of Active Aging; an office suite for the Community Development Department; appropriate spaces for mechanical and electrical rooms; computer room; storage rooms; and general support spaces such as a staff Break room, visitor and staff restrooms, and a small coffee shop, etc. Additionally, the site will include a separate facility for Childcare/Daycare for pre-school aged children.
- c. The overall Center for Active Aging square footage is approximately 22,000 square feet of enclosed space. In addition, the project has approximately 4,500 square feet of covered patios and vehicle drop-off areas.
- d. The City has a stated goal of encouraging the inclusion of sustainable design concepts and components in City projects. Hence, the City intends for the new Center for Active Aging building and site to be designed and constructed with USGBC LEED green-building strategies incorporated into the project or approved alternate. LEED certification will not be required.
- e. Activities at the Center for Active Aging shall remain in operations during construction and phased demolition and construction plan shall be required. The demolition and construction plan will be provided in the design criteria package.

3. Scope of Work for the Project

- a. The scope of work shall include the project description given above based on the Design-Build Criteria Package (refer to Exhibit I – Design-Build Criteria Package) prepared by the City's Design Criteria Professional, Walters Zackria Associates, PLLC.

- b.** The City has entered into an agreement with Siemens Industry, Inc. (Siemens) as their preferred Building Systems vendor. The Design Criteria Professional has incorporated into this Design Criteria package various system requirements from Siemens.

The Design/Builder shall coordinate the design and construction with Siemens for all Building Control Systems, including but not limited to mechanical equipment and enhanced mechanical efficiencies, mechanical controls, lighting controls, building automation, access control systems, etc., and shall incorporate their requirements into the final built product. Refer to Exhibit III – Siemens Defined Terms for Design-Build Firms in the RFP documents for Siemens' proposed Scope of Work.

- c.** Proposers must be licensed to perform all nature of services within the category and have extensive experience with the design-build method of construction, as well as have considerable experience developing design and construction projects of similar complexity, size, and scope within South Florida area.

11. Ethics Code Disclosure

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

Seawood Builders and/or it's principals have contributed to the following elected official campaigns:

Gloria Battle	\$ 500	Dec 31, 2018
Bill Ganz	\$ 500	Feb 14, 2017
Michael Hudak	\$ 1,000	Sept 21, 2018

b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable:

None

c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

None

IF ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)



7

RESOLUTION NO. 2019/074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND RECOMMENDATION OF THE EVALUATION COMMITTEE TO QUALIFY AND ALLOW THE THREE (3) FIRMS RESPONSIVE TO REQUEST FOR QUALIFICATIONS #2018-19/06 FOR DESIGN BUILD SERVICES, SEAWOOD BUILDERS, LLC, DI POMPEO CONSTRUCTION CORPORATION, AND WEST CONSTRUCTION, INC., TO PARTICIPATE IN THE REQUEST FOR PROPOSALS PHASE OF THE DESIGN BUILD CONTRACTOR SELECTION PROCESS FOR THE CENTER FOR ACTIVE AGING REDEVELOPMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is utilizing the design-build construction delivery method for the Center for Active Aging redevelopment (the "Project") whereby the City contracts with a single contractor ultimately responsible for the design, engineering and construction phases of a project, with a guaranteed maximum price and guaranteed completion date subject to competitive negotiations with the City; and

WHEREAS, the procurement of design-build services is governed by Section 287.055, Fla. Stat. (known as the Consultant's Competitive Negotiation Act or "CCNA"), and City of Deerfield Beach Code of Ordinances Section 38-144; and

WHEREAS, pursuant to RFQ #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PLLC ("WZA"), dated January 26, 2018 (the "Continuing Contract"); and

WHEREAS, City staff reviewed the qualifications of the City's pool of continuing contractors and conducted discussions with at least three firms regarding the Project, and after considering their qualifications and the discussions, determined that WZA was the most highly qualified to perform the required design criteria services for the Project; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization to WZA for the design criteria services for the Project, and authorized WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package"); and

WHEREAS, the City issued RFQ #2018-19/06 Request for Qualifications for Design-Build Services for Center for Active Aging, (the "RFQ") utilizing the Design Criteria Package prepared by WZA; and

WHEREAS, the RFQ was advertised in the legal notices section of the Sun-Sentinel on February 27, 2019 and the notice was also sent to one hundred and thirty-seven (137) prospective Offerors via the e-Procurement Marketplace, and seven vendors viewed the RFQ documents; and

WHEREAS, the City received three responses by the Submission Deadline from the following firms: Di Pompeo Construction Corporation ("Di Pompeo"), Seawood Builders, LLC ("Seawood") and West Construction, Inc. ("West"); and

WHEREAS, the responses were reviewed by the Purchasing and Contract Administration Division to ensure compliance with the RFQ requirements and evaluated and ranked by an Evaluation Committee consisting of: the City's Capital Projects Engineer, Assistant Director of Engineering and Operations, Director of Active Aging, Principal Planner and the Program and Innovation Manager; and

WHEREAS, based on the criteria set forth in the RFQ documents, the Evaluation Committee ranked the firms responsive to the RFQ in the following order: Seawood, Di Pompeo and West, and unanimously agreed to recommend that all three firms be qualified and permitted to move on and participate in stage two (the RFP stage) of the selection process (the "Ranking and Recommendation"); and

WHEREAS, City Staff recommends approving the Ranking and Recommendation, thereby allowing all three firms responsive to the RFQ, Di Pompeo, Seawood, and West Construction, to participate and submit proposals during the Request for Proposals stage of the design-build selection process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

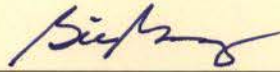
Section 2. The City Commission hereby approves the Ranking and Recommendation, and allowing all three firms responsive to the RFQ, Di Pompeo, Seawood and West, to be qualified and permitted to submit proposals during the Request for Proposals phase of the contractor selection process for Design Build Services for the Center for Active Aging.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2019.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-277

Agenda Date: 4/21/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE X "LOBBYIST REGISTRATION REQUIREMENTS" OF CHAPTER 2 "ADMINISTRATION"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 5, 2020

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 2009, the City Commission adopted Ordinance 2009/010, creating a requirement for lobbyist registration. Subsequently, the City Commission adopted Ordinance 2011/053, revising the definitions to be consistent with the Broward County Ethics Code and requiring the completion of a contact log for meetings between lobbyists and their principals or employers, and City Commissioners. Due to changes in the Broward County lobbying requirements, the City secured services for the creation of an electronic contact log, whereby, all lobbyists can log all activities, regardless of location of the meeting.

Current Activity

The City is updating the Lobbyist Registration Ordinance for consistency with the applicable County regulations and current City practice.

Recommendation

Staff recommends approval of the Ordinance on first reading.

ORDINANCE NO. 2020/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, AMENDING ARTICLE X
“LOBBYIST REGISTRATION REQUIREMENTS” OF
CHAPTER 2 “ADMINISTRATION”; PROVIDING FOR
CONFLICTS, SEVERABILITY, CODIFICATION, AND AN
EFFECTIVE DATE**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 2 “Administration,” Article X “Lobbyist Registration Requirements” is hereby amended to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE X – LOBBYIST REGISTRATION REQUIREMENTS

Sec. 2-532. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Person means any individual, business, corporation, association, firm, partnership, nonprofit organization or other organization or group.

Principal means the person or entity, on whose behalf the lobbyist engages in the lobbying activity.

Sec. 2-533. - Lobbying registration and statements.

(a) *Registration required.* Prior to engaging in lobbying activities, every lobbyist shall file with the city clerk and provide under oath the following information:

- (1) The lobbyist’s full name, business address and name and nature of business, occupation or profession.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

- (2) The name, business address and name and nature of the business, occupation or profession of each of the lobbyists' principals.
- (3) The general and specific subject matters that the lobbyist seeks to influence.
- (4) The extent of any direct business association by the lobbyist with any current or elected or appointed official or employee of the City of Deerfield Beach. For the purposes of this article, the term "direct business association" shall mean any mutual endeavor undertaken for profit or compensation.
- (5) A lobbyist representing a person shall provide an original lobbyist registration form prior to engaging in lobbying, providing for receive appropriate written authorization from said person to lobby on that person's behalf upon a particular subject matter. A copy of the applicable documentation, including but not limited to letters, agreements, minutes, motions or other evidence of action authorizing the lobbyist to lobby on behalf of the person shall be provided with the information required by this article.
- (6) Prior to engaging in lobbying, a lobbyist must submit a lobbyist registration form, the disclosure statement, pay the registration fee, and register through the City's online electronic contact log.

(b) Disclosure Statement Required. ~~Beginning July 1, 2009, and continuing annually thereafter, a~~ On or before July 15 of each year, each registered lobbyist shall submit to the city clerk's office a signed statement under oath, listing all lobbying expenditures, contingency fees, and the sources from which funds for making such expenditures and paying such contingency fees have come related to the City of Deerfield Beach lobbying activities incurred in the past twelve (12) months and the sources of funds for such expenditures. The statement of expenditures for the period from July 1 to June 30, shall be filed no later than July 15 of each year. Lobbying expenditures shall not include the lobbyist's own personal expenses for lodging, meals and travel. Said statements shall be rendered in the form provided by the city clerk. A statement shall ~~only~~ be filed even if there have been no expenditures during a reported period. Discontinuance of lobbying activities during a year shall not relieve the lobbyist from the requirement of filing the statement required by this subsection for that portion of the year during which the lobbyist was engaged in lobbying activities.

(c) Completed registration forms and statements of lobbying expenditures shall be public records and open to public inspection.

(d) A lobbyist is required to amend any filed registration forms or statements of lobbying expenditures if any information in the registration or statement changes, within 30 days from the date of said change.

(de) Each person who withdraws as a lobbyist for a particular person shall file with the city clerk notice of withdrawal as a lobbyist for that person. If a lobbyist withdraws at any point, no refund of the registration fee will be issued.

(ef) *List of current lobbyists.* The city clerk's office shall maintain a current list of registered lobbyists and all documentation required under this article.

(fg) *List of principals.* A lobbyist shall file a separate statement for each principal on whose behalf he or she lobbies.

(gh) *Registration fee.* An annual lobbyist registration fee may be established by resolution adopted by the city commission. The initial fee shall be \$150.00 per principal/lobbyist. Such fee shall be for the purpose of providing funding to the city to offset the cost of recording, transcription, administration or any other costs incurred in compiling and maintaining these records and making them available to the public.

(hi) *Disclosure of Donations.* On or before January 15, April 15, July 15 and October 15 of each year, any lobbyist who was solicited by a member of the city commission for a donation and any lobbyist who gave a donation to, or at the request of, a member of the city commission for any third party during the preceding quarter shall submit to the office of professional standards of a signed statement under oath describing any such solicitation and any such donation.

(j) Registration statements are effective from July 1 of a given year through June 30 of the following year. Registration fees paid under (h) above cover lobbying activities during the effective period of the registration statement. A new registration statement shall be filed, and all required fees shall be paid, prior to engaging in any lobbying activities after expiration of a previously-filed registration statement.

Sec. 2-533A. - Contact Log.

~~(a) — All lobbyists and their principals or employers who intend to meet with or otherwise communicate with a city commissioner at any city facility shall complete a contact log, on a form created by the city, which lists the name of the commissioner, the lobbyist's name, the entity by which the lobbyist is employed or for whom he or she is lobbying, the date and time of the meeting and the specific purpose and subject of the meeting. The log shall be completed contemporarily with the meeting and the log shall be filed daily with the city clerk and be available for public inspection.~~

~~(b) — For any meetings with lobbyists, or their principals or employers outside of a city facility where lobbying occurs, the city commissioner shall, disclose the name of the lobbyist, the entity by whom the lobbyist is employed or for whom they are lobbying, the commissioner's name, the date, time and location of the meeting, and the specific purpose and subject matter of the meeting. The disclosure shall be in writing and filed with the city clerk within ten days of the meeting or prior to the vote on the subject of the lobbying activity, whichever occurs first. The disclosures shall be available for public inspection.~~

(a) To promote full and complete transparency, lobbyists who lobby a City Commissioner must, contemporaneously with the lobbying activity or as soon thereafter as is practicable (but in any event within three (3) business days after the lobbying activity occurs), complete the online electronic contact log, which requires the Lobbyist to provide the following information:

- (1) Lobbyist name;
- (2) The name of the entity by which the lobbyist is employed;;
- (3) The name of the person or entity for whom or which the lobbyist is lobbying;
- (4) The name of each City Commissioner lobbied by the lobbyist;
- (5) The name of each person attending or participating in any portion of the meeting or communication during which the lobbying activity occurred;
- (6) The date and time of the meeting or other communication during which the lobbying activity occurred;
- (7) The location of the meeting and mode of communication, as applicable, e.g. in person, by telephone, or by email exchange; and
- (8) The specific topics discussed in such meeting or communication.

(b) The obligation to complete the online contact log referenced in paragraph (b) above applies regardless of the location of the lobbying activity and applies whether the activity occurs in person, by telephone, electronic communication or in writing. The online contact log is available for public inspection.

Sec. 2-537. - Penalties.

Violation of any provision of this article shall be punishable by a fine of \$500.00 and the violator shall be subject to a Resolution of censure by the City Commission and shall be prohibited from lobbying the City of Deerfield Beach for a period of two years.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of

Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2020.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA L. GILLYARD, CMC, CITY CLERK