

## **Solicitation RFQ-4727-22-OT**

# **Professional Engineering Consultant Services for Design & Construction Services**

**Bid Designation: Public**



**City of Hollywood, Florida**

## **Bid RFQ-4727-22-OT**

### **Professional Engineering Consultant Services for Design & Construction Services**

Bid Number **RFQ-4727-22-OT**  
Bid Title **Professional Engineering Consultant Services for Design & Construction Services**  
Expected Expenditure **\$1.00** (This price is expected - not guaranteed)

Bid Start Date **Jun 23, 2022 1:50:59 PM EDT**  
Bid End Date **Jul 26, 2022 3:00:00 PM EDT**  
Question & Answer End Date **Jul 19, 2022 5:00:00 PM EDT**

Bid Contact **Otis Thomas**  
**Senior Purchasing Agent**  
**Procurement**  
**954-921-3628**  
**Othomas@hollywoodfl.org**

**Description**

The intent of this "Request for Statement of Qualifications" (CCNA) is for the City to negotiate and to enter into a contract with one (1) consulting engineering firm to provide complete Professional Engineering Consultant Services For Design And Construction Administration Services For Sewer Lift Stations N-07 And N-08 And For Force main Canal Crossing (C-10).

# FORM 2

## ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable):

If Corporation - Date Incorporated/Organized:  Federal Tax Identification Number:

State Incorporated/Organized:

Company Operating Address:

City:  State:  Zip Code:

Remittance Address (if different from ordering address):

City:  State:  Zip Code:

Company Contact Person:  Email Address:

Phone Number (include area code):  Fax Number (include area code):

Company's Internet Web Address:

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature:  Date:

Type or Print Name:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

## SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

### Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

## FORM 5

### HOLD HARMLESS AND INDEMNITY CLAUSE

(**Company Name and Authorized Signature, Print Name**), the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Signature

Printed Name

Name of Company

Title

# FORM 8

## NON-COLLUSION AFFIDAVIT

**STATE OF:**

**COUNTY OF:** , being first duly sworn, deposes and says that:

- 1) He/she is  of , the Proposer that has submitted the attached Proposal.
- 2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and all pertinent circumstances regarding such Proposal;
- 3) Such Proposal is genuine and is not a collusion or sham Proposal;
- 4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name

Name of Company

Title

**FORM 7****SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by  (Print individual's name and title) for  (Print name of entity submitting sworn statement) whose business address is  and if applicable its Federal Employer Identification Number (FEIN) is . If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.
2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - 1) A predecessor successor of a person convicted of a public entity crime, or
  - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person any entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this  day of , 20 .

Personally known

Or produced identification  Notary Public-State of

my commission expires   
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)



# FORM 8

## CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number:

Signature

Printed Name

Name of Company

Title

# FORM 9

## DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 employee 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 five (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 these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Printed Name

Name of Company

Title

# FORM 10

## SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. “No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.” The term “public officer” includes “any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Signature

Printed Name

Name of Company

Title





## **Request for Qualifications (RFQ)**

**RFQ-4727-22-OT**

**Professional Engineering Consultant Services for  
Design & Construction Administration Services for  
Sewer Lift Stations N-07 & N-08 and for Force Main  
Canal Crossing (C-10)**

**for**

**The Department of Public Utilities**

**RFQ Issue Date: June 23, 2022**

**Pre-Proposal Meeting: N/A**

**Last Day for Questions: July 19, 2022 at 5 p.m. EST**

**RFQ Opening Date: July 26, 2022 at 3 p.m. EST**

**ACKNOWLEDGMENT AND SIGNATURE PAGE**

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): \_\_\_\_\_ Federal Tax Identification Number: \_\_\_\_\_

If Corporation - Date Incorporated/Organized: \_\_\_\_\_

State Incorporated/Organized: \_\_\_\_\_

Company Operating Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Remittance Address (if different from ordering address): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number (include area code): \_\_\_\_\_ Fax Number (include area code): \_\_\_\_\_

Company's Internet Web Address: \_\_\_\_\_

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/RESPONDENT CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/RESPONDENT SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/RESPONDENT FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

\_\_\_\_\_  
Bidder/Respondent's Authorized Representative's Signature: \_\_\_\_\_ Date

Type or Print Name: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/RESPONDENT TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/RESPONDENT TO THE TERMS OF ITS OFFER.

**ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS / INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS**

**SUBMISSION**

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk’s Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



**Proposal Name: Professional Engineering Consultant Services for Design and Construction Administration Services for Sewer Lift Stations N-07 and N-08 and For Force Main Canal Crossing (C-10)**  
**Proposal Opening Date: July 26, 2022**

**Firm Name/Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Return to:**  
**City of Hollywood, Florida**  
**c/o: Office of City Clerk**  
**2600 Hollywood Blvd., Rm#: 221**  
**Hollywood, Florida 33020**

**RESPONSE MUST INCLUDE:**

- One (1) Original**
- Six (6) Copies**
- One (1) complete electronic copy (USB)**

**Important Notice:**

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and Respondents relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/responder. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

## CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid/proposal conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.



## Section I – Introduction and Information

### 1.1 INTENT:

The purpose of this competitive process is to ensure City of Hollywood’s compliance with Section 287.055 Florida Statutes known as the “Consultants’ Competitive Negotiation Act” (CCNA). The CCNA establishes contracting procedures by which cities must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”) for architectural, engineering, landscaping and mapping services (“Professional Services”). The CCNA process allows for professional firms to be chosen on quality of personnel, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the City.

### 1.2 Purpose

The City of Hollywood, Florida (“City”) is actively seeking qualified, experienced, and licensed firm(s) to provide Engineering Consulting Services, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification (“SOQ”) in response to this Request for Qualifications (“RFQ”) shall comply with Section IV – Submittal Requirements.

### 1.3 Submission Deadline

Sealed responses shall be delivered to the City Clerk’s Office, Room 221, during the City’s normal business hours in a sealed envelope and addressed to Office of Procurement Services, 2600 Hollywood Boulevard, Hollywood, FL 33020 (City Hall) no later than date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. excluding holidays observed by the City.

### 1.4 Information and Clarification

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (see addendum section of BidSync Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of an SOQ will be considered evidence that the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

### 1.5 Pre-Proposal Meeting

A pre-proposal meeting is not currently scheduled for this solicitation.

### 1.6 BIDSYNC

The City uses BIDSYNC ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent’s inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

**1.7 Point of Contact**

City of Hollywood  
Otis J. Thomas, Senior Purchasing Agent  
2600 Hollywood Boulevard  
Hollywood, FL 33020  
E-mail: [othomas@hollywoodfl.org](mailto:othomas@hollywoodfl.org)

## Section II – Special Terms and Conditions

### 2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the City utilizing the question / answer feature provided by BIDSYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (“Q & A”) deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services will be answered within the question / answer feature provided by BIDSYNC and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDSYNC as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

**2.1.1** The proposed contract shall be for a single contract in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act." The award of a contract does not guarantee that work will be assigned in any given fiscal year. Work will be assigned based on availability and the corresponding expertise of the Respondent to perform the work. This is a non-continuing contract.

**2.1.2** Before the award of a contract, the Respondent may be required to demonstrate their capacity, ability, and financial resources, to provide the services specified herein in a quality manner, and may also be required to show past history and references that will enable the City to articulate their qualifications. Failure to qualify according to the requirements in the solicitation may result in disqualification of your submittal.

### 2.2 Changes and Alterations

The Respondent may change or withdraw a Statement of Qualifications (SOQ) at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

### 2.3 Respondents' Costs

The City shall not be liable for any costs incurred by Respondents in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

### 2.4 Mistakes, Discrepancies, Errors and Omissions

The Respondent shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the Respondent has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Respondent from liability and obligations under the Contract. Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

**2.4.1** The Respondent shall, at all times, indemnify, hold harmless, and defend the City, its agents, servants, and employees from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Respondent, its agents, servants, or employees.

**2.4.2** The Respondent shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Respondent, its agents, servants, or employees. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

**2.4.3.** Nothing in the RFQ shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity or as set forth in Section 768.28 of the Florida Statutes.

## **2.5 Acceptance of Responses / Minor Irregularities**

**2.5.1** The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not give a respondent an advantage or benefit not enjoyed by other Respondents, does not adversely impact the interests of other firms, and does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

**2.5.2** The City reserves the right to disqualify a Respondent during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent.

## **2.6 Responsiveness**

In order to be considered responsive to this RFQ, the firm's response shall fully conform in all material respects to the RFQ and all of its requirements, including all form and substance.

## **2.7 Responsibility**

In order to be considered as a responsible firm, the firm shall be fully capable to meet all of the requirements of the RFQ and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## **2.8 Minimum Qualifications**

The Respondent and its firm shall have previous experience related to Scope of Services defined in Section III, in the State of Florida within the last 10 years. Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Respondent; and its client's name, address, telephone number and e-mail address.

**2.8.1** The Respondent's firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.8.2** Neither the Respondent's firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.8.3** The Respondent and each member of its firm who will be working on the project must have a valid Architectural and/or Engineering License in the State of Florida and be registered in

the Department of Business and Professional Regulation as an Architect and/or Engineer. The A/E must also have experience designing Pump Station facilities and/or facility site planning, obtaining site plan approval including County and State Permits.

## **2.9 Contract Term**

The Respondent recognizes that TIME IS OF THE ESSENCE in this RFQ and resulting contract. The Work shall commence within 30 calendar days (20 working days) of the date of the Notice to Proceed.

The Work shall be completed within 2 years after the date when the contract time commences to run as provided in the Notice to Proceed.

The contract is estimated at this time for a period of two (2) years with the option to renew for two (2) additional 1-year periods. In the event services are scheduled to end because of the expiration of the contract, the Respondent/Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The Respondent shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

The above are the general terms for this project, upon award and execution of the contract, the terms and conditions of the contract will govern the project.

## **2.10 Conflict of Interests Prohibited**

Any Respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code that may be obtained from the City Clerk's Office on the 3rd floor of City Hall, 2600 Hollywood Blvd, Hollywood, FL, or may be viewed on the City's website at <http://www.hollywoodfl.org>. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood City Clerk's Office at 954-921-3211.

## **2.11 Protest Procedure**

**2.11.1** Any Respondent or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement code or any applicable law may protest to the Chief Procurement Officer ("CPO"), by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, City Clerk's Office, Open Government, Sunshine Board. <https://www.hollywoodfl.org/Archive.aspx?AMID=140>

**2.11.2** Section 38.52 of the Procurement Code may be obtained by requesting a copy of the recently adopted Procurement Code from the CPO.

## **2.12 Sub-Respondents**

**2.12.1** A Sub-Respondent is an individual or firm contracted by the Respondent or the Respondent's firm to assist in the performance of services required under this RFQ. A sub-Respondent shall be paid through Respondent or Respondent's firm and not paid directly by the City. Sub-respondents are permitted by the City in the performance of the services pursuant to the contract. The Respondent must clearly reflect in its SOQ the major sub-respondent(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-respondent proposed in the response of the successful Respondent or prior to contract execution. Any and all liabilities regarding the use of a Sub-Respondent shall be borne solely by the successful Respondent and insurance for each

sub-respondent must be maintained in good standing and approved by the City throughout the duration of the contract. Neither the successful Respondent nor any of its sub-respondents are considered to be employees or agents of the City. Failure to list all sub-respondents and provide the required information may disqualify any proposed sub-respondent from performing work under this RFQ.

**2.12.2** Respondents shall include in their responses the requested sub-respondent information and include all relevant information required of the Respondent. In addition, within five working days after the identification of the award to the successful Respondent, the Respondent shall provide a list confirming the sub-respondent(s) that the successful Respondent intends to utilize in in doing the work and the Contract will include the sub-respondents, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each sub-respondent, the services sub-respondent will provide relative to any contract that may result from this RFQ, any applicable licenses, insurance, references, ownership, and other information required of Respondent.

## **2.13 Insurance Requirements**

**2.13.1** Respondent will be required and shall require all of its sub-respondents and sub-contractors to provide, pay for, and maintain in force at all times during the term of the contract, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance, along with required endorsements, as stated below and as set forth in the executed contract after the Respondent has been awarded the contract.

**2.13.2** Upon the City's notification, the Respondent shall furnish to the Office of Procurement Services and Contract Compliance Certificates of Insurance and required endorsements that indicate that insurance coverage has been obtained that satisfies the requirements outlined below.

- a.** Workers' Compensation Insurance for all employees of the respondent as required by Florida Statutes Chapter 440. Should the respondent be exempt from this statute, the respondent and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt respondent shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of the Contract, or (ii) a copy of a Certificate of Exemption.
- b.** Sub-respondents not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the City's Risk Manager. Sub-respondents eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the City's Risk Manager on a task order by task order basis. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage.
- c.** The Respondent shall provide the Risk Manager of the City an original certificate of insurance and required endorsements for policies required by this section and the executed contract. All certificates shall state that the City shall be given 30 days prior to

cancellation or modification of any stipulated coverage. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Respondent to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City; (2) state the effective and expiration dates of the policies; and (3) include special endorsements where necessary. Such policies provided under this section and in the executed contract shall not be affected by any other policy of insurance that the City may carry in its own name.

- d. Respondent shall, as a condition precedent of the execution of the contract, furnish to the City of Hollywood, c/o Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020, certificate(s) of insurance and endorsements upon execution of the Contract indicating that insurance coverage has been obtained that meets the requirements as outlined below:

**Commercial General Liability (The City of Hollywood shall be named as Additional Insured)**

**i. Limits of Liability:**

|   |             |
|---|-------------|
| Bodily Injury and Property Damage Liability |             |
| Combined Single Limit                       |             |
| Each Occurrence                             | \$1,000,000 |
| General Aggregate Limit                     | \$2,000,000 |
| Personal Injury                             | \$1,000,000 |
| Products/Completed Operations               | \$1,000,000 |

**ii. Endorsements Required:**

- City of Hollywood included as an Additional Insured
- Employees included as insured
- Broad Form Contractual Liability
- Waiver of Subrogation
- Premises/Operations
- Products/Completed Operations
- Independent Contractors

**Automobile business (None required)**

**i. Limits of Liability:**

|  |             |
|--|-------------|
| Bodily Injury and Property Damage Liability  |             |
| Combined Single Limit                        | \$1,000,000 |
| Any Auto                                     |             |
| Including Hired, Borrowed or Non-Owned Autos |             |

**ii. Endorsements Required:**

- Waiver of Subrogation
- City of Hollywood included as an Additional Insured

**Workers' Compensation**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
 \$500,000 Bodily Injury by Disease, policy limits  
 \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

### **Professional Liability/Errors and Omissions Coverage**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

- 2.13.3** The above insurance requirements are only required to be carried by the Respondent during the term of the contract, except for Professional Liability/Errors and Omissions insurance that must be in effect for at least five years after project completion.
- 2.13.4** The City is required to be named as additional insured under the Commercial General Liability insurance policy and commercial auto. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals that most nearly reflect the operations of the Respondent. Any exclusions or provisions in the insurance maintained by the Respondent that precludes coverage for the work contemplated in a contract shall be deemed unacceptable, and shall be considered a breach of contract.
- 2.13.5** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligation under this section or under any other section of this RFQ or the terms and conditions of the contract.

**Note:** The City reserves the right to require any other insurance it deems necessary depending on the exposure. The City contract number must appear on each certificate.

- 2.13.6** The Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contract. If insurance certificates are scheduled to expire during the contractual period, the Respondent shall be



responsible for submitting new or renewed insurance certificates to the City at a minimum of 30 calendar days in advance of such expiration.

#### **2.14 Contract**

Upon the City Commission ranking the firms and authorizing the appropriate City Officials to negotiate with the highest ranked firm, the negotiated contract will be brought back to the City Commission for approval.

#### **2.15 Award of Contract**

A contract will be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Respondent that is determined to be in the City's best interests. The draft contract is attached to this RFQ. The City reserves the right to award a contract to more than one Respondent as is in the City's best interest.

#### **2.16 Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate the Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

#### **2.17 Supplier Portal (Oracle) Payment Method**

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information and to sign-up for ACH payments via the supplier portal. New suppliers will be required to register, current suppliers, will need to confirm and update their information.

Firms are responsible for ensuring all contact, payment, and general information is updated at all times and will not hold the City liable for any inaccurate information.

#### **2.18 DEBARRED OR SUSPENDED BIDDERS OR RESPONDENTS**

The bidder or Respondent certifies, by submission of a response to this RFQ, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

#### **2.19 A. PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:**

**All responses will become the property of the City. The Respondent's response to the RFQ is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the**

**provisions of Chapter 119, Florida Statutes.**

Any language contained in the Respondent's response to the RFP purporting to require confidentiality of any portion of the Respondent's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Respondent submits any documents or other information to the City that the Respondent claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Respondent shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Respondent must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Respondent's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**B. PUBLIC RECORDS GENERAL**

**IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)**

Respondent shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Respondent or keep and maintain public records required by the City to perform the service. If the Respondent transfers all public records to the City upon completion of this Contract, the Respondent shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **2.20 Unauthorized Work**

The Successful Respondent shall not begin work until a contract has been awarded by the City Commission and the contract has been executed. Respondent agrees and understands that the issuance of an Authorization to Proceed shall be issued and provided to the Respondent following the execution of a contract.

#### **2.21 Prohibition Against Contingent Fees**

The Respondent warrants that he, she or it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure a contract pursuant to this competitive solicitation and that he, she or it has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of a contract pursuant to this competitive solicitation.

For breach or violation of this warranty, the City shall have the right to annul/terminate the contract without liability or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the A/E firm. This solicitation and prohibitions against contingent fees is issued in accordance with Section 287.055, Florida Statutes.

#### **2.22 Indemnity/Hold Harmless Agreement**

The Respondent agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Respondent under the terms of any contract that may arise due from this RFQ and the bidding process.

Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

### **Section III - Scope of Services**

#### **3.1 Purpose**

The City of Hollywood Department of Public Utilities operates and maintains a number of sewer lift stations throughout the City. The City of Hollywood was awarded (\$3,435,000.00) funds through the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant Mitigation (CDBG-MIT) program to repair and harden two (2) lift stations N-07 and N-08 from wind and flood damages and vulnerabilities caused by Hurricane Irma. The funding grant Agreement No. IR038, dated February 18, 2022, was entered into by the State of Florida, Department of Economic Opportunity (FDEO), and the City of Hollywood. The project will allow the rehabilitation or replacement of Lift Stations N-07 and N-08; replacement of existing force mains; installation of permanent generators, lightning protection; and flood proofing of the lift

stations structures, equipment and sites to mitigate damage associated with storm surge and flooding up to and including the 500-year flood levels.

Existing Lift Station (LS) N-07 consists of precast concrete wet well with two 25-HP submersible pumps and precast concrete vault that houses the discharge piping and valves. The lift station was last upgraded over 50 years ago. The electric utility (FPL) service lateral is an underground to pad transformer. Main service is 480V, 3-phase, 200-amp. The lift station does not have an onsite backup generator. Local control panels (LCPs) and Supervisory Control and Data Acquisition (SCADA) remote terminal units (RTUs) are located outside.

Existing Lift Station (LS) N-08 consists of precast concrete wet well with two 5-HP self-priming, belt-driven pumps; both mounted in a shed on the top slab. A precast concrete vault houses the discharge piping and valves. The electric utility (FPL) service lateral is an underground to pole. Main service is 240V, 3-phase, 150-amp. The lift station does not have an onsite backup generator. Local control panels (LCPs) and SCADA remote terminal units (RTUs) are located outside. LS N-08 has a 6-inch bridge-mounted discharge force main (approximately 135 LF canal crossing). Lift station N-08 is located adjacent to the South Florida Water Management District's (SFWMD) C-10 waterways (canal). Both lift stations are located within established residential communities.

Both LS N-07 and N-08 do not have onsite backup generators. The loss of power could result in sewage spills in violation of permit regulations, thereby threatening public health and endangering the environment. The generators provide a means of fulfilling the City's commitment to provide safe, reliable and continuous sanitary sewer and flood protection services to its residents and customers.

The Location Map and Photographs of the lift stations N-07 and N-08 are enclosed as **Attachment "A" under Section VIII.**

The Available Drawings and Pump Curves of the lift stations are enclosed as **Attachment "B" under Section VIII.**

The City intends to obtain Professional Engineering Consultant Services For Design And Construction Administration Services For Sewer Lift Stations N-07 And N-08 And For Force main Canal Crossing (C-10). These services shall include the design, permit application, preparation of preconstruction and project coordination activities, preparation of generator startup reports, reporting to and coordination with the CITY, HUD and Department of Economic Opportunity (DEO), permitting, engineering support services, and all other related services during the construction.

### **3.2 Scope of Services**

The intent of this "Request for Statement of Qualifications" is for the City to negotiate and to enter into a contract with one (1) consulting engineering firm to provide complete Professional Engineering Consultant Services For Design And Construction Administration Services For Sewer Lift Stations N-07 And N-08 And For Force main Canal Crossing (C-10).

The Professional Engineering Consultant shall meet with the City's Department of Public Utilities staff to obtain background information and define the specific scope of services for the project.

The Consultant shall not proceed with work on any assignment without the issuance of written authorization to proceed(s) from the City. The authorizations to proceed will stipulate the fees and time schedule for each task of the assignment. The assignment of projects will be determined solely by the City, in keeping with the City's best interest.

In general, the main objectives and deliverables of this project as identified in the FDEO Agreement No. IR038, enclosed as **Attachment “C” under Section VIII**, include the following:

1. Project Implementation:
  - a. Provide professional services to the City for technical assistance and program management (Davis-Bacon’s review, Section 3 activities).
  - b. Provide environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
  - c. Provide grant management including reporting, invoicing, record keeping, prepare and award bids to vendors.
  - d. Project Closeout, Engineer’s Certification of Completion, Grant Closeout Package Completed and Submitted to City and FDEO.
2. Engineering Services:
  - a. Consultant shall conduct a condition assessment and an evaluation of the existing pump stations and shall develop upgrade alternatives, conceptual layouts, and cost estimates; and shall present a recommended alternative.
  - b. Consultant shall prepare draft and final Basis of Design Reports (BODR) to document the condition assessment and evaluation results, upgrade alternatives, cost estimates, recommended alternative, conceptual layouts, and design criteria. The following shall be included in the BODR, as applicable:
    - Civil - A site plan showing the operations and unit processes; 500-year flood elevation; approximate finish elevations of the pumping stations and sanitary manholes; codes, standards, and regulations; paving grading and drainage design criteria; erosion and sediment control best practices.
    - Building Mechanical – codes, standards, and regulations; HVAC and plumbing design criteria; and materials of construction.
    - Process Mechanical – conceptual layouts; flows, capacity, pumps, valves, wet well, and piping design criteria; codes, standards, and regulations; and materials of construction.
    - Fire Protection (if required) – codes, standards, and regulations; fire suppression design criteria (if required); materials of construction
    - Architectural – codes, standards, and regulations; ADA compliance (if required); design criteria by structure; and materials of construction.
    - Structural – codes, standards, and regulations; design loads and other design criteria; and materials of construction
    - Instrumentation and Controls – P&IDs; control strategies; basis of design for instrumentation; and materials of construction.
    - Electrical – single line diagrams; and transformers and generator design criteria.
    - Preliminary construction sequence plan including temporary bypass required for project implementation.
  - c. Consultant shall create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.

- d. Consultant shall assist with permitting including preparing all permit applications, correspondence with permitting agencies; and obtain final permits, and any other permit-related documentation for the project.
- e. Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act referenced in (Attachment D, 4., b.) of FDEO Agreement No. IR038. This process may involve a two-step environmental review process consisting of an Exemption Certification/CENST [24 CFR 58.34(a) or 58.35(b)] and an environmental review [24 CFR 58.35(a) or 58.36]. Each step will require information to be submitted to and receive approval by DEO's Environmental Team. The approval of an Exemption Certification is not an automatic clearance from a higher level of environmental review. DEO will advise if a project is exempt from further environmental requirements or if a higher level of review is required when the Exemption Certification approval memo is issued. Consultant shall access link for additional resources for environmental review process:
  - [Partner Worksheets 50.4](#)

The types of consulting services to be performed can include, but shall not be limited to the following:

### 3.2.1 Project Management and Coordination

- Project coordination, monitoring and administration.
- Attend project kickoff meeting and any necessary progress and coordination meetings
- Monitor task budgets and project schedule.
- Monitor and prepare all required reports, forms, etc. to ensure compliance with FDEO Agreement No. IR038 terms and conditions, enclosed as **Attachment "C"**.
- Perform quality assurance/quality control (QA/QC) activities.
- Prepare design, bidding and construction schedules
- Prepare progress/cost summary reports.

### 3.2.2 Site Investigation, Data Collection, Record Research

- If required, prepare Archaeological, Historical and Cultural reconnaissance and surveys to include a desktop cultural resource summary report. Report to determine the likelihood of unrecorded cultural resources with each lift station site. The report to comply with Federal and State reviewing agencies and FDEO Agreement No. IR038 requirements.
- Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act referenced in (Attachment D, 4., b.) FDEO Agreement No. IR038.
- Geotechnical exploration
- Perform topographic survey of pump station sites and bridge-mounted forced-main.
- Assessment of ROW and easement acquisitions
- Determination of generator size
- Determination of 500-year flood elevation
- Coordinate with City maintenance staff
- Elevation Certificate – Provide FEMA Elevation Certificate to certify the generator floor elevation
- Location of power system

- Review existing records and data including but not limited to geographic information system (GIS) data, drawings, maps, and other documents relevant to the limits and scope of this project.
- Perform Subsurface Utility Exploration
- Locate on-site utilities and contact utility companies for existing base maps.
- Visually inspect pump station sites for potential generator placement site and potential conflicts.
- Visually inspect the bridge-mounted force main and supports.

### **3.2.3 Site Civil - Design Services**

- The Consultant shall prepare base mapping which includes elevations, utilities, right-of-way, easement, and other pertinent features.
- Mitigation components/elements for rising sea levels for the coastal and near-coastal sites up to 500-year flood level.
- Prepare preliminary and detailed design drawings and technical specifications for site improvements necessary to support access to and flood protection for wet wells, vaults, electrical panels, and generator and appurtenances.
- Prepare a Site Clearing and Removals Plan as needed to include removals of existing generators, fuel tanks, concrete slabs, foundations, containment, chain-link fencing, and other site features required to accommodate the proposed improvements and facility hardening.
- Prepare Erosion Control and Sedimentation Plans, Notes and Details in accordance with the NPDES Generic Permit for Storm water Discharge from Large and Small Construction Activities (Rule 62-621.300(4), F.A.C.)
- Prepare Project schedule, prepare an engineer's opinion of probable
- construction costs for proposed improvements
- Prepare Bid item descriptions
- Apply for and obtain all required permits. Including but not limited to City of Hollywood Building Department and Broward County Environmental Protection and Growth Management

### **3.2.4 Structural - Design Services**

- Review signed and sealed geotechnical report with soil properties and foundation recommendations if applicable.
- Visually inspect all structures within the pump station sites and determine facility hardening requirements including raising the wet wells and vaults rims, structural repairs, and waterproofing the wet wells and vaults.
- Perform stability analysis (gravity and lateral loads) for the generator support.
- Prepare preliminary and detailed design drawings and technical specifications for structural system for generator support, structural repairs and upgrades, bridge-mounted force main support system, and appurtenances.
- Design generator support framing and foundation.
- Designate elements to be designed by a delegated engineer such as generator enclosure, steel stairs (if required), and railings (if required). Specify type of element and position within the structural system. Specify the structural design criteria for the delegate engineer's design. Specify required submittals from the delegated engineer for the design team review.
- Prepare Construction Documents details necessary to construct the primary structural system.
- Perform internal quality control checking

- Design for any ancillary system deemed necessary to support the installation new generator
- Prepare Bid item descriptions
- Apply for and obtain all required permits.

### **3.2.5 Mechanical - Design Services**

- Visually inspect all mechanical equipment within the pump station sites and determine upgrades and rehabilitation and replacement requirements of the existing equipment, including but not limited to pumps, valves, piping, bridge-mounted force main, pipe supports, and access hatches.
- Perform hydraulic evaluation based on existing and future design flows at each pump station to determine the pumps and piping system improvements.
- Prepare preliminary and detailed design drawings and technical specifications for the pumps, piping, valves, piping support systems, bridge-mounted force main.
- Prepare Construction Documents details necessary to construct the mechanical system.
- Perform internal quality control checking
- Design for any ancillary system deemed necessary for the mechanical equipment and piping systems.
- Prepare Bid item descriptions
- Apply for and obtain all required permits.

### **3.2.6 Electrical and Controls Engineering – Design services**

- Proposed facility upgrades will be provided in conformance with NFPA 820 and all other applicable code requirements.
- Prepare preliminary and detailed design drawings and technical specifications for electrical system upgrades and controls design for new control panels, transformers, conduits and wiring, and all ancillary electrical equipment, as required for successful operation of the pump station.
- Prepare preliminary and detailed design drawings and technical specifications for electrical and controls design to add generators for the lift stations. Coordination of generator signals to existing remote telemetry communication equipment.
- Coordination with electric utility (FP&L) for changes and additions to standby power.
- Changes to main disconnect and automatic transfer system (ATS)
- Upgrades to grounding and lightning arrestor systems.
- Ancillary electrical components including lighting.
- Permanent standby power generator(s) and fuel systems with minimum fuel capacity for 72 hours.
- Sound attenuated enclosure (73dBA @ 21') and critical muffler. Design shall comply with City Ordinance Title IX Chapter 100: Noise
- Prepare drawings for permit and construction bid submittal, with diagrams and details for electrical and controls components.
- Telemetry to each lift station is assumed to be in place. Design will be based and coordinated around existing City telemetry system.
- Final commissioning
- Arcflash Study shall be performed prior to startup per NFPA 70E. Study shall encompass new equipment to the ATS level. Existing equipment downstream of ATS will not be part of this study unless requested and can be performed at an additional cost. Labels are included with the study to be installed on equipment.



- Prepare technical specifications and engineer's cost estimate.
- Prepare Bid item descriptions
- Apply for and obtain all required permits.

### **3.2.7 Bidding and Construction Support Services**

1. City will administer the bidding and contract award processes. City will prepare the front-end specifications and incorporate Consultant's materials. Consultant shall prepare the Scope of Bids and Bid Schedule specification sections in addition to the technical specifications.
2. Provide bidding assistance/clarifications which includes responding to questions from potential bidders, attending the pre-bid meeting and job walk, assisting with preparation of addenda (up to 3 each), and reviewing the submitted bids.
3. Prepare a conformed set of bid documents incorporating any addenda issued during the bid period.
4. Conduct site visits during construction at appropriate stages and preparation of site visit reports.
5. Provide submittals list, review submittals and shop drawings, and review change order requests and provide written recommendations to the City.
6. Preparation and submittal of status reports to FDEO and response to requests for additional information and clarification, as required in the FDEO Agreement No. IR038
7. Review Contractor initiated requests for payment, clarification of contract documents and changes.
8. Review and respond to contractor's request for information (RFI) and clarifications during construction and provide written recommendations to the City.
9. Review of contractor payment applications.
10. Participate in equipment startups.
11. Provide engineering and technical advisory services during construction.
12. Participate in the final inspection and assist with preparing the punch list of deficiencies.
13. Prepare punch list and manage closeout activities.
14. Review of digital record (as-builts) drawings to the City.

### **3.2.8 Schedule**

The contract term will be for the duration of the design and construction phases of the project, estimated at this time for a period of two (2) years with the option to renew for two (2) additional 1-year periods. If the Consultant believes that the project can be

enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information shall be included in the proposal.

## Section IV–Submittal Requirements

### 4.1 Instructions

**4.1.1** All proposals must be submitted in a sealed package with the RFQ number, due and open date, and the RFQ title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**4.1.2 THIS IS A PAPER RFQ SUBMITTAL WITH QUALIFICATIONS.** All Statements of Qualifications (SOQs) must be received by the City of Hollywood, in the City Hall-City Clerk Office, 2600 Hollywood Blvd, Room 221, Hollywood, Florida, 33020 prior to the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

**Respondents must submit an Identified Original and six copies for a total of seven, one original hard copy and six copies of your proposal. Respondents must submit proposal on a USB as well. USB copy must match the original hardcopy. In case of any discrepancy between the original hard copies and the USB, the original hard copy prevails. Failure to provide proposals as stated above may be grounds to find Respondents non-responsive.**

The Respondent understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Respondent to be true. The Respondent agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the Respondent, as may be required by the City.

**A representative who is authorized to contractually bind the firm shall sign the STATEMENT OF QUALIFICATION CERTIFICATION/ or ACKNOWLEDGEMENT FORM. Omission of a signature on that page may result in rejection of your proposal.**

Although proposals are accepted 'hard copy', the City of Hollywood uses BIDSYNC ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, and responding to questions / requests for information. There is no charge to register and download the RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

**4.1.3** Careful attention must be given to all requested items contained in this RFQ. Respondents are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting an SOQ. Respondents must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Respondent's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

- 4.1.4** All information submitted by Respondents shall be typewritten or provided as otherwise instructed to in the RFQ. Respondents shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 4.1.5** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

The following information and documents are required to be provided with the Respondents responses to this RFQ Failure to do so may deem your SOQ non-responsive.

## **4.2 Contents of the Statement of Qualification**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled USB in an envelope or paper sleeve. The responses shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the Scope of Services and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

**Note:** Do not include pricing - Compensation will be requested and considered only during the competitive negotiation process.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each Respondent must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service the contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ.

### **4.2.3 Firm Qualifications and Experience**

Respondents are to submit a complete information and documentation that demonstrates their ability to satisfy all of the minimum qualifications and scope of service requirements. Indicate the firm's number of years of experience in providing the professional services as it relates to the work and services contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, i.e.: Corporation, Partnership, or LLC. Firm should be registered as a legal entity in the State of Florida and you shall include the firm address, phone number, fax number, email address, web site, contact person(s),

etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Respondent; and client's name, address, telephone number and email address.

#### **4.2.4 Organizational Profile and Project Team Qualifications**

This section shall include a detailed profile of the organization and identify the project team. Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team and their current office location in the Consultant's firm. Lastly include details of how each project team member will contribute to the project, in what capacity, and the level of involvement and their expertise. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s).

#### **4.2.5 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project as described in the scope of services, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Provide an overview of your understanding of the City's vulnerability to the effects of climate change and sea level rise and your goal to address resiliency through projects assigned to your firm.

#### **4.2.6 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client name, address, contact person telephone and current email addresses (email will be primary means of contact).
- Description of work.
- Date project began and completion date. Indicate whether it was on time and on budget.
- Beginning and ending project budget.
- Number of amendments and change orders.
- List any stop work orders and reasons.

**Note:** Do not include City of Hollywood work or staff as references to demonstrate your capabilities. The Evaluation Committee is interested in work experience and references other than the City of Hollywood.

#### **4.2.7 Sub Consultants**

Respondents must clearly identify any sub-respondents that may be utilized for the Work in accordance with the Contract. All information requested in sections 4.2.3 through 4.2.8 shall be provided for each respondent.

#### 4.2.8 Required Forms (Under Section 6-Required Forms)

**a. Drug Free Workplace Program**

Complete and attach the Drug Free Workplace form provided herein in Section 6 - Required Forms

**b. Certifications Regarding Debarments and Suspensions**

Complete and attach the form Debarment form provided in Section 6 - Required Forms.

**c. Non-Collusion Affidavit**

Complete and attach the Non-Collusion form provided in Section 6 - Required Forms.

**d. References**

Complete and attach the References form provided in Section 6 - Required Forms.

**e. Statement of Qualification Certification**

Complete and attach the Statement of Qualification Certification provided in Section 6 - Required Forms.

**f. Sworn Statement Pursuant to Section 287.133(3)(a)**

Complete and attach the Sworn Statement form provided in Section 6 - Required Forms.

**4.3** By submitting an SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

**4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her/its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making an award in the best interest of the City.

### Section V - Evaluation and Award

#### 5.1 Evaluation Procedure

**5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff, or other persons selected by the Chief Procurement Officer (CPO) or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by § 287.055, Florida Statutes, referred to as the Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

**5.1.2** The committee shall short list no less than three firms, assuming that three submittals have been received that it deems best satisfy the weighted criteria set forth herein and the committee has attempted to select the best qualified firm(s) for the particular project. The committee shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials

presented, the firm’s responses to the RFQ and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the Evaluation Committee to conduct evaluations.

**5.1.3** The ranking and the Evaluation Committee’s recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate a contract with the highest ranked firm for consideration by the City Commission at a later date. If the City is unable to reach an agreement with the top ranked firm, negotiations will be terminated at the sole discretion of the City and City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached and a contract awarded by the City Commission.

**5.2 Evaluation Criteria**

**5.2.1** Pursuant to Section 287.055, Florida Statutes, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

**5.2.2** Each evaluation committee will first evaluate the Statement of Qualifications for each of the category items included in Section 5.3. Following their review, each selection committee member will score each firm by providing their score for each of the evaluation criteria items by using the maximum points established for each. Once all the selection committee total score is finalized, a gross total score for each firm will be calculated by adding the total score of all selection committee members. Then, the gross total score per firm will be averaged by the number of selection committee members. The final average score will be used to determine the firm’s ranking.

Using the average scores each firm will be ranked as 1, 2, 3, etc. The highest average score will receive the highest ranking. Once the initial selection criteria rankings is completed, the selection committee may determine if Oral Presentations are necessary and provide a final recommendation for contract award based using the initial selection criteria rankings. This scoring methodology will be used for Initial Evaluation. Scores from the initial evaluation will not carry towards the oral presentation or final award recommendation.

Sample Calculation Table – the following table has been provided to as an example to demonstrate the scoring calculation method and approach. Each selection criteria will carry a maximum amount of points which will be reflected on the selection committee’s blank score card.

**Sample Scoring Calculation**

**Total Scores from Selection Committee Score Card**

| <b>Committee Score Card</b> | Committee Member 1 | Committee Member 2 | Committee Member 3 | <b>Gross Score</b> |
|-----------------------------|--------------------|--------------------|--------------------|--------------------|
|-----------------------------|--------------------|--------------------|--------------------|--------------------|

|        |    |    |    |            |
|--------|----|----|----|------------|
| Firm 1 | 95 | 85 | 90 | <b>270</b> |
| Firm 2 | 90 | 82 | 75 | <b>247</b> |
| Firm 3 | 85 | 80 | 70 | <b>235</b> |

**Final Ranking Calculation**

| Firm Name | Gross Score | Firm Average Score | Firm Final Ranking |
|-----------|-------------|--------------------|--------------------|
| Firm 1    | 270         | 90.00              | 1                  |
| Firm 2    | 247         | 82.33              | 2                  |
| Firm 3    | 235         | 78.33              | 3                  |

**5.3 Weighted Evaluation Criteria**

| <u>Evaluation Criteria</u>   | <u>Percentage</u> |
|--|-------------------|
| <p><b>Firm Qualifications and Experience</b><br/>Overall approach, similar project experience and project management</p>   | <b>30</b>         |
| <p><b>Organizational Profile and Project Team Qualifications</b><br/>Professional experience and qualifications of team members</p>  | <b>25</b>         |
| <p><b>Approach to Scope of Work</b><br/>Understanding City's needs, goals and objectives, overview of proposed vision, ideas, and methodology, as it relates to meeting project budget and time-line for completion.</p> | <b>30</b>         |
| <p><b>Past Performance - References</b><br/>Provide at least three references, preferably from Government entities, for completed projects with similar Scope contained in this RFQ.</p>                                 | <b>10</b>         |
| <p><b>Location of Respondent Office Managing Project</b><br/>Travel time and overall distance from respondent's office to Project site.</p>  | <b>5</b>          |

**5.4 Oral Presentation**

If required, short-listed firms shall present an oral overview of their approach to perform work on this particular project and their ability to meet the City's required project needs. The short-listed firms will also answer any additional questions that the Committee may have. The oral presentation will be limited to 30 minutes after which a question and answer period not exceeding 15 minutes will commence.

Short-listed firms will be scored on an ordinal basis (ie.1, 2, 3, etc.). A score of 1 will be given to the firm considered most qualified to provide the required services to the City, followed by a score of 2 being given to the next firm considered most qualified, and so on and so forth. The firm with the fewest total points will be ranked number 1.

**5.5 Contract Award**

- 5.5.1** The City reserves the right to award a contract or contracts to the Respondent or Respondents that will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its sole discretion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.5.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City. The City Manager shall appoint a contract administrator or project manager for the Contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.



# **Section VI**

## **Required Forms**

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

### DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 employee 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 five 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 these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
NAME OF COMPANY

RFQ/RFP/IT Number: \_\_\_\_\_ Title: \_\_\_\_\_

### CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Applicant Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application Number and/or Project Name:

\_\_\_\_\_

Applicant IRS/Vendor Number: \_\_\_\_\_

Type/Print Name and Title of Authorized Representative:

\_\_\_\_\_

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

RFQ/RFP/FIB Number: \_\_\_\_\_ Title: \_\_\_\_\_

### NON-COLLUSION AFFIDAVIT

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Respondent, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_  
Title:

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

My commission expires:

RFQ/RFP/FIB Number: \_\_\_\_\_ Title: \_\_\_\_\_



**VENDOR REFERENCE VERIFICATION FORM**

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

City of Hollywood Solicitation No. and Title: \_\_\_\_\_

Reference for: \_\_\_\_\_

Organization/Firm Name providing reference: \_\_\_\_\_

Organization/Firm Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Referenced Project: \_\_\_\_\_ Contract No: \_\_\_\_\_

Date Services were provided: \_\_\_\_\_ Project Amount: \_\_\_\_\_

Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/ Subconsultant

Would you use the Vendor again?  Yes  No. Please specify in additional comments

|   |
|---|
| Description of services provided by Vendor: |
|   |
|   |
|   |

| Please rate your experience with the Vendor | Need Improvement         | Satisfactory             | Excellent                | Not Applicable           |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Vendor's Quality of Service</b>          |                          |                          |                          |                          |
| a. Responsive                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Accuracy                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Deliverables                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Vendor's Organization:</b>               |                          |                          |                          |                          |
| a. Staff expertise                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Professionalism                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Staff turnover                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Timeliness of:</b>                       |                          |                          |                          |                          |
| a. Project                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Deliverables                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|  |
|--|
| Additional Comments: (provide additional sheet if necessary) |
|  |
|  |
|  |

|  |                                 |                                  |                                |                                 |
|--|---------------------------------|----------------------------------|--------------------------------|---------------------------------|
| ****THIS SECTION FOR CITY USE ONLY**** |                                 |                                  |                                |                                 |
| Verified via:                          | Email: <input type="checkbox"/> | Verbal: <input type="checkbox"/> | Mail: <input type="checkbox"/> |                                 |
| Verified by:                           | Name:                           |                                  |                                | Title: <input type="checkbox"/> |
|  | Department:                     |                                  |                                | Date: <input type="checkbox"/>  |

### STATEMENT OF QUALIFICATION CERTIFICATION

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/> ).

Company: (Legal Registration) \_\_\_\_\_

Name/Principal/Project Manager: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FEIN/Tax ID No. \_\_\_\_\_ Email: \_\_\_\_\_

Does your firm qualify for MBE or WBE status: MBE \_\_\_\_ WBE \_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Respondent acknowledges that the following addenda have been received and are included in the proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|---------------------|--------------------|
| _____               | _____              | _____               | _____              |
| _____               | _____              | _____               | _____              |

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Respondent will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark "N/A". **If submitting your response electronically through BIDS SYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of \$500.00This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to \_\_\_\_\_  
 By \_\_\_\_\_ for \_\_\_\_\_  
 (Print individual's name and title) (Print name of entity submitting sworn statement)  
 whose business address is \_\_\_\_\_  
 and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and that bids or applies to bid on contracts let by a public entity, or that otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based upon information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989..

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN THAT IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO PROJECT OF ANY CHANGE IN THE INFORMATION CONTAINED ON THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

RFQ/RFP/FIB Number: \_\_\_\_\_ Title: \_\_\_\_\_



## HOLD HARMLESS AND INDEMNITY CLAUSE

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**(Company Name and Authorized Representative's Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the Contract.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
COMPANY OF NAME

\_\_\_\_\_  
DATE

**Failure to sign or changes to this page shall render your bid non-responsive.**

**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, respondent, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, Respondent, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of the Contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

|                 |              |
|-----------------|--------------|
| SIGNATURE       | PRINTED NAME |
| NAME OF COMPANY | TITLE        |

**Failure to sign this page shall render your bid non-responsive.**

## **Section VII**

# **GENERAL TERM AND CONDITIONS (CONTRACT)**

## **GENERAL TERMS AND CONDITIONS**

### **1.1 INTENT**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in this Request for Qualifications ("RFQ") are encouraged to submit Statements of Qualifications ("SOQs"). To receive notification and to be eligible to submit an SOQ, respondent should be registered with BidSync. Respondents may register with BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded respondent must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a respondent, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to the Office of Procurement Services and Contract Compliance.

It is the intent of the City, through this RFQ and the Contract Conditions contained herein, to establish to the greatest possible complete clarity regarding the requirements of both parties to the Contract resulting from this RFQ.

Before submitting an SOQ, the respondent shall be thoroughly familiarized with all Contract Conditions referred to in this document and any addenda issued before the SOQ submission date. Such addenda shall form a part of the RFQ and shall be made a part of the Contract. It shall be the respondent's responsibility to ascertain that the SOQ includes all addenda issued prior to the SOQ submission date. Addenda will be posted on the City's internet site along with the RFQ.

The terms of the RFQ and the selected respondent's SOQ and any additional documentation (e.g., questions and answers) provided by the respondent during the solicitation process will be integrated into the final Contract(s) for services entered into between the City and the selected respondent(s). The respondent shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the Contract must be performed.

### **1.2 RESPONDENT'S RESPONSIBILITIES**

Respondents are required to submit their SOQs upon the following express conditions:

- A. Respondents shall thoroughly examine the drawings, specifications, schedules, instructions and all other Contract Documents.
- B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFQ. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the City or the compensation due the respondent.
- C. Respondents are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable county ordinances, state statutes and federal statutes, rules and regulations.

### **1.3 PREPARATION OF STATEMENTS OF QUALIFICATIONS**

SOQs will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your SOQ. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the proposal form shall be furnished. The respondent shall sign each continuation sheet (where indicated) on which an entry is made.

The City is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFQ. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services used or incorporated in work or goods supplied to the City. Respondents are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

### **1.4 ADDENDA**

The Office of Procurement Services and Contract Compliance may issue an addendum in response to any inquiry received, prior to SOQ opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The respondent should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFQ solicitation document or in any addenda issued. Where there appears to be a conflict between this RFQ solicitation and any addendum, the last addendum issued shall prevail. It is the respondent's responsibility to ensure receipt of all addenda and any accompanying documents. Respondent(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their SOQ. Failure to include signed formal addenda in its SOQ shall cause the City to deem the SOQ non-responsive, provided however that the City may waive this requirement in its best interest.

### **1.5 REJECTION OF STATEMENTS OF QUALIFICATIONS**

The City may reject an SOQ if:

- A. The respondent fails to acknowledge receipt of an addendum, or if
- B. The respondent misstates or conceals any material fact in the SOQ, or if
- C. The SOQ does not strictly conform to the law or requirements of the RFQ, or if
- D. The City is under a pre- lawsuit claim or current litigation with the respondent.

The City may reject all SOQs if it is deemed in the best interest of the City to do so, and may reject any part of an SOQ unless the SOQ has been qualified as provided herein.

### **1.6 WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS**

- A. SOQs may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFQ opening.
- B. SOQs may be withdrawn prior to the time set for the RFQ opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any respondent who requests to withdraw an SOQ after the RFQ opening.

### **1.7 STATEMENTS OF QUALIFICATIONS TO REMAIN OPEN**

All SOQs shall remain open for 180 calendar days after the day of the SOQ opening, but the City may, in its sole discretion, release any SOQ prior to that date. Extensions of time when SOQs shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful respondent and the surety, if any, for the successful respondent.

### **1.8 LATE STATEMENTS OF QUALIFICATIONS OR MODIFICATIONS**

Only SOQs received as of the opening date and time will be considered timely. SOQs and modifications received after the time set for the opening will be returned, un-opened, to the sender and rejected as late.

### **1.9 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFQ Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFQ Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

### **1.10 CLARIFICATION OR OBJECTION TO STATEMENT OF QUALIFICATIONS SPECIFICATIONS**

If any person contemplating submitting an SOQ for this Contract is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, they may submit requests for clarification to the Office of Procurement Services and Contract Compliance on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFQ, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an RFQ. The City will not be responsible for any other explanation or interpretation of the RFQ given prior to the award of the Contract. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

### 1.11 COMPETENCY OF RESPONDENTS

SOQs will be considered only from firms that are regularly engaged in the business of providing the goods and/or services as described in this RFQ(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions set forth in the Contract. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper City authorities.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent, including past performance (experience) in making the award in the best interest of the City. In all cases, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.

### 1.12 QUALIFICATIONS OF RESPONDENTS

No SOQ will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, who is on the City's debarment list, or who is deemed irresponsible or unreliable by the City.

As part of the SOQ evaluation process, the City may conduct a background investigation including a record check by the Hollywood Police Department. Respondent's submission of an SOQ constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a respondent's qualifications.

### 1.13 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded after evaluation by the City to the highest ranked firm who the City determines will be in the best interest of the City. Respondents may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or designee or to the City Commission, in accordance with the applicable City Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful respondent shall be required to sign a negotiated contract; the refusal or failure of a successful respondent to execute a contract which contains the mandatory material terms and conditions contained in the RFQ shall be grounds for deeming the respondent and/or the respondent's SOQ non-responsive.

If applicable, the respondent to whom award is made shall execute a written contract prior to award by the City Commission. If the respondent to whom the first award is made fails to enter into a contract, the contract may be let to the next highest ranked respondent who is responsible and responsive in the opinion of the City.

### 1.14 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of respondents on this project will be considered in making the award. The City is not obligated to accept any SOQ if deemed not in the best interest of the City to do so. The City shall make award to a qualified respondent based on responses to this RFQ.

Failure to include in the SOQ all requested information may be cause for rejection of the SOQ.

The City reserves the right to accept or reject any and all SOQs, in whole or in part, as determined to be in the best interest of the City **in its sole discretion**.

The City reserves the right to waive any informalities or irregularities in SOQs.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the SOQs as deemed to be in the City's best interest **in its sole discretion**.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

### 1.15 CONTRACT

A Contract shall be sent to the firm to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed contract to the awarded respondent.

### 1.16 BID PROTESTS

The City shall provide notice of its intent to award or reject to all respondents by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective respondent who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Office of Procurement Services and Contract Compliance. Failure to timely file a protest shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest, unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager, and the City Attorney or designee shall advise the committee. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

### 1.17 PREPARATION OF STATEMENTS OF QUALIFICATIONS

SOQs shall be prepared in accordance with the SOQ response format. SOQs not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing SOQ:

- A. Each Respondent, by submitting an SOQ, represents that this document has been read and is fully understood.
- B. The SOQ must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the SOQ.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFQ addenda.

### 1.18 EXAMINATION OF STATEMENT OF QUALIFICATIONS DOCUMENTS

Before submitting an SOQ, each Respondent must: examine the SOQ Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate respondent's observations with the SOQ Documents, and notify the City's agent of all conflicts, errors and discrepancies in the SOQ Documents.

The submission of an SOQ will constitute an incontrovertible representation by the Respondent that the Respondent has complied with every requirement of this RFQ, that without exception the SOQ is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the SOQ Documents, and that the SOQ Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

### **1.19 INFORMATION**

Further information, if desired, may be obtained from the Office of Procurement Services and Contract Compliance, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone (954) 921-3299.

Questions or requests for clarification of the specifications shall be in writing and received by the Office of Procurement Services and Contract Compliance by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to pbassar@hollywoodfl.org.

### **1.20 MODIFICATION AND WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS**

SOQs must be modified or withdrawn by an appropriate document duly executed in the manner that an SOQ must be executed and delivered to the place where SOQs are to be submitted at any time prior to the deadline for submitting SOQs. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of an SOQ will not prejudice the rights of a Respondent to submit a new SOQ prior to the SOQ date and time. Except where provided in the following paragraph, no SOQ may be withdrawn or modified after expiration of the period for receiving SOQs.

If, within 24 hours after SOQs are opened, any Respondent files a duly signed written notice with the City and within five calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its SOQ, or that the mistake is clearly evident on the face of the SOQ but the intended correct SOQ is not similarly evident, then the respondent may withdraw its SOQ and the SOQ Security will be returned.

### **1.21 REJECTION OF STATEMENTS OF QUALIFICATIONS**

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all SOQs, to waive any and all informalities, irregularities and technicalities not involving time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional SOQs. SOQs will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in an SOQ. The City reserves the right to determine, in its sole discretion, whether any aspect of an SOQ satisfies the criteria established in this RFQ.

The City reserves the right to reject the SOQ of any Respondent if the City believes that it would not be in the best interest of the City to make an award to that respondent, whether because the Respondent is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by the City.

The foregoing reasons for rejection of SOQs are illustrative only and are not intended to be exhaustive.

### **1.22 AUDIT RIGHTS**

The City reserves the right to audit the records of the successful Respondent for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three years after completion and acceptance by the City. If required by the City, the successful Respondent agrees to submit to an audit by an independent certified public accountant selected by the City, at the sole cost of the Respondent. The successful Respondent shall allow the City to inspect, examine and review the records of the successful Respondent in relation to the contract at any and all times during normal business hours during the term of the contract.

### **1.23 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Respondent shall comply with all local, state and federal directives, orders and laws as applicable to this RFQ and subsequent contract(s), including but not limited to:

- A. Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to the Contract.



- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this solicitation must be accompanied by a completed Material Safety Data Sheet.
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a respondent commits either of these violations, such violation shall be cause for unilateral cancellation of the Contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate the Contract at the City's option if the respondent is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, 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 has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

#### **1.24 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from doing business with the City. As an additional sanction, the City may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **1.25 DEBARRED OR SUSPENDED RESPONDENTS**

The Respondent certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

#### **1.26 COLLUSION**

More than one SOQ received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondent is interested in more than one SOQ for the same work will cause the rejection of such SOQs in which the Respondent is interested. If there are reasonable grounds for believing that collusion exists among the Respondents, the SOQs of participants in such collusion will not be considered.

#### **1.27 COPELAND "ANTI-KICKBACK"**

The Respondent and all sub-respondents will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### **1.28 FORCE MAJEURE**

The contract that is awarded to the successful Respondent may provide that the performance of any act by the City or respondent may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however that the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Respondent for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate the contract.

#### **1.29 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 Respondent, supplier, sub-Respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.30 DRUG-FREE WORKPLACE PROGRAM**

Preference shall be given to businesses with drug-free workplace programs. If two or more SOQs which are equal with respect to quality and service are received by the City, an SOQ received from a Respondent that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties in SOQs will be followed if none of the tied vendors have a drug-free workplace program.

### **1.31 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Respondents, by signing and submitting an SOQ, understand and agree to compliance with the City's and state's policies prohibiting solicitation of gifts by public officers, employees and candidates. Failure to agree by reference or inference will result in your SOQ being declared non-responsive; provided, however, that a responsible Respondent whose SOQ would be responsive but for the failure to submit the signed form in its SOQ may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.32 CONFLICT OF INTEREST**

The Respondent represents that:

No officer, director, employee, agent, or other respondent of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the contract.

There are no undisclosed persons or entities interested with the Respondent in the contract. The contract is entered into by the Respondent without any connection with any other entity or person submitting an SOQ for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other respondent of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the respondent directly or indirectly in any manner whatsoever in the execution or the performance of the contract, or in the services, supplies or work to which the contract relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or respondent to the respondent or to the best of the respondent's knowledge, any sub-respondents or supplier to the Respondent?

Neither the Respondent nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Respondent shall have an interest that is in conflict with the Respondent's faithful performance of its obligations under the contract, provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Respondent provides the City with a written notice, in advance, that identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Contract and those provided by statute, the stricter standard shall apply.

In the event the Respondent has no prior knowledge of a conflict of interest as set forth above and acquires information that may indicate that there may be an actual or apparent violation of any of the above, the Respondent shall promptly bring such information to the attention of the City's Project Manager. The Respondent shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the respondent receives from the Project Manager in regard to remedying the situation.

### **1.33 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit an SOQ on the contract, may not award or perform work as a Respondent, supplier, sub-respondent, or respondent under the contract, and may not transact business with the City.

### **1.34 ADVICE OF OMISSION OR MISSTATEMENT**

In the event it is evident to a Respondent to this RFQ that the City has omitted or misstated a material requirement to this RFQ and/or the services required by this RFQ, the Respondent shall advise the contact identified in the RFQ Clarifications and Questions section of such omission or misstatement.

### **1.35 CONFIDENTIAL INFORMATION**

Information contained in the Respondent's SOQ that is company confidential must be clearly identified in the SOQ itself. The City will be free to use all information in the Respondent's SOQ for the City's purposes, in accordance with state law. SOQs shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Respondent understands that any material supplied to the City may be subject to public disclosure under Chapter 119, Florida Statutes, and known as the Public Records Law.

### **1.36 GOVERNING LAW**

The contract, including appendices, and all matters relating to the contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. This shall apply notwithstanding such factors that include but are not limited to the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

### **1.37 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

### **1.38 SOVEREIGN IMMUNITY**

Nothing in this contract shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

### **1.39 SURVIVAL**

The parties acknowledge that any of the obligations in this RFQ and in the contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Respondent and the City under this RFQ and the contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

### **1.40 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Respondent shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense that the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Respondent or its employees, agents, servants, partners, principals, sub-respondents or sub-respondents. Furthermore, the awarded Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Respondent expressly understands and agrees that any insurance protection and endorsements required by the resulting contract or otherwise provided by the awarded Respondent shall cover the City of Hollywood, its officers, employees, agents and instrumentalities, and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Respondent and persons employed by or utilized by the Respondent in the performance of the contract.

### **PATENT AND COPYRIGHT INDEMNIFICATION**

The Respondent warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Respondent shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any

way connected with, the work or the City's continued use of the deliverables furnished hereunder. Accordingly, the Respondent, at its own expense, including the payment of attorney's fees, shall indemnify and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Respondent shall have the obligation, at the City's option, to: (i) modify, or require that the applicable sub-respondents or supplier modify the alleged infringing item(s) at the Respondent's expense, without impairing in any respect the functionality or performance of the item(s); or (ii) procure for the City, at the Respondent's expense, the rights provided under this contract to use the item(s).

The Respondent shall be solely responsible for determining and informing the City whether a prospective supplier or sub-respondents is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Respondent shall enter into agreements with all suppliers and sub-respondents at the Respondent's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Respondent shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### **1.41 ADVERTISING**

Respondent shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### **1.42 DISCLAIMER**

The City may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all SOQs; re-advertise the RFQ, postpone or cancel at any time the RFQ process; or waive any formalities of or irregularities in the SOQ process. SOQs that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all SOQs are analyzed, organization(s) submitting SOQ(s) that appear, solely in the opinion of the City to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the SOQ, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City. The issuance of the RFQ constitutes only an invitation to make a SOQ to the City. The City reserves the right to determine, in its sole discretion, whether any aspect of the SOQ satisfies the criteria established by the City. In all cases, the City shall have no liability to any respondent for any costs or expense incurred in connection with this solicitation, its SOQ or otherwise.

#### **1.43 TRADEMARKS**

The City warrants that all trademarks the City requests the respondent to affix to articles purchased are those owned by the City and it is understood that the respondent shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

#### **1.44 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

#### **1.45 PROPOSAL PREPARATION COSTS**

The Respondent is responsible for any and all costs incurred by the Respondent or his/her/its sub-respondents in responding to this RFQ.

#### **1.46 DESIGN COSTS**

The successful Respondent shall be responsible for all design, information gathering, and required programming to achieve a successful implementation.

#### **1.47 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits and other documentation produced by the Respondent that are submitted as part of the SOQ shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

#### **1.48 NATURE OF THE CONTRACT**

The contract incorporates and includes all negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in the contract. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the contract that are not contained in the contract, and that the contract contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the contract shall be of no force or effect, and that the contract may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives.

#### **1.49 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a respondent is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### **1.50 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Respondent, which are signed by a person designated as authorized to bind the Respondent, will be recognized by the City as duly authorized expressions on behalf of the Respondent.

#### **1.51 E-VERIFY**

Respondent acknowledges that the City may be utilizing the Respondent's services for a project that is funded in whole or in part by state funds pursuant to a contract between the City and a state agency. The Respondent shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Respondent during the contract term who will be working on this Project. The Respondent is also responsible for e-verifying its sub-respondents, if any, pursuant to any contract between the City and a state agency, and reporting to the City any required information. The Respondent acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

#### **1.52 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The respondent shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **1.54 Additional Terms and Conditions**

Additional Terms & Conditions may be negotiated by the parties.



# **Section VIII**

# **ATTACHMENTS**

**ATTACHMENT “A”**

**LOCATION MAP AND PHOTOGRAPHS**



**ATTACHMENT “B”**

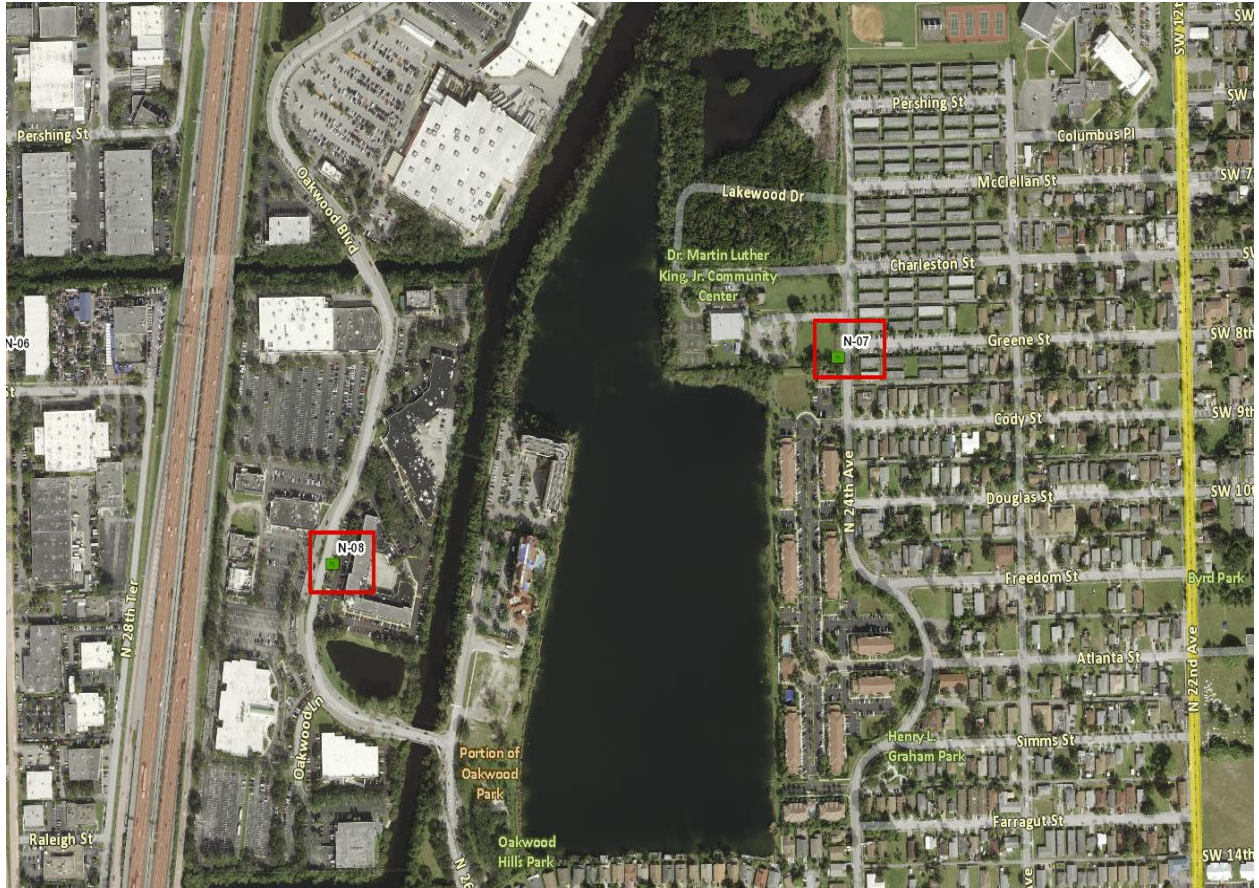
**AVAILABLE DRAWINGS AND PUMP  
CURVES**

**ATTACHMENT “C”**  
**FDEO AGREEMENT NO. IR038**

# ATTACHMENT "A"

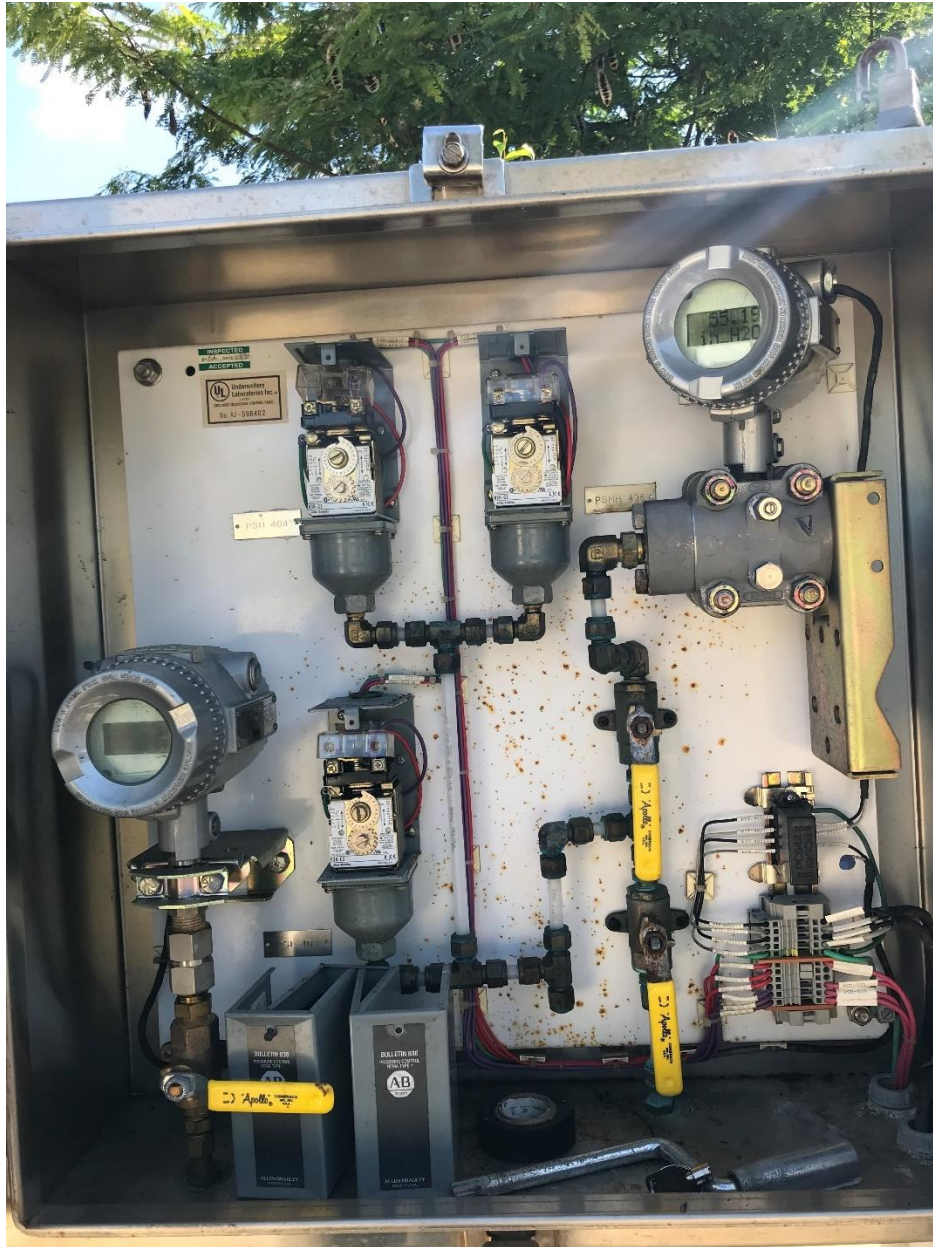
## LOCATION MAPS & PHOTOGRAPHS

### PROJECT AREA



## LS N-07 EXHIBITS



















### LS N-08 EXHIBITS











































**LS N-7-N-8 FORCE MAIN CROSSING OVER C-10 CANAL**





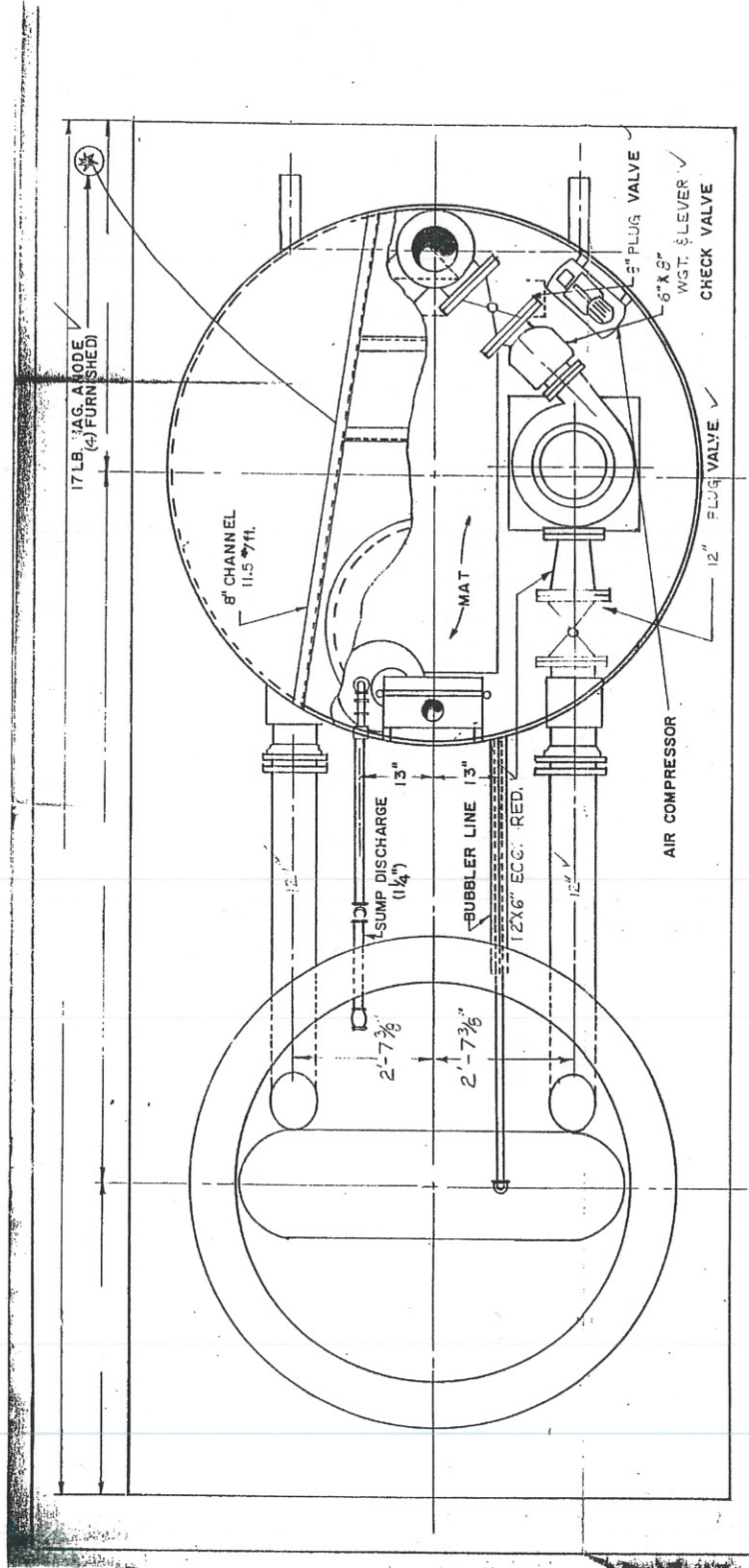




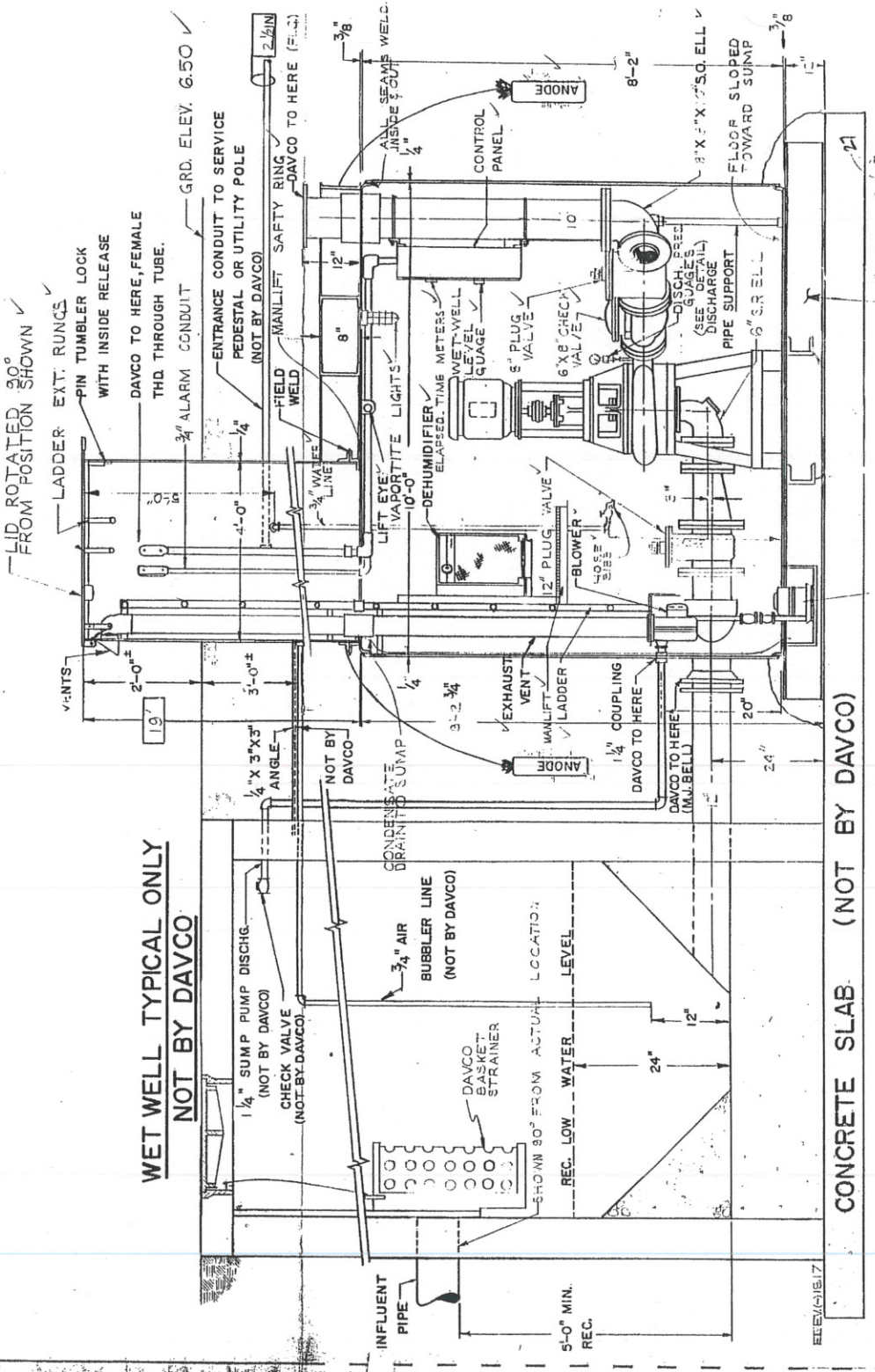








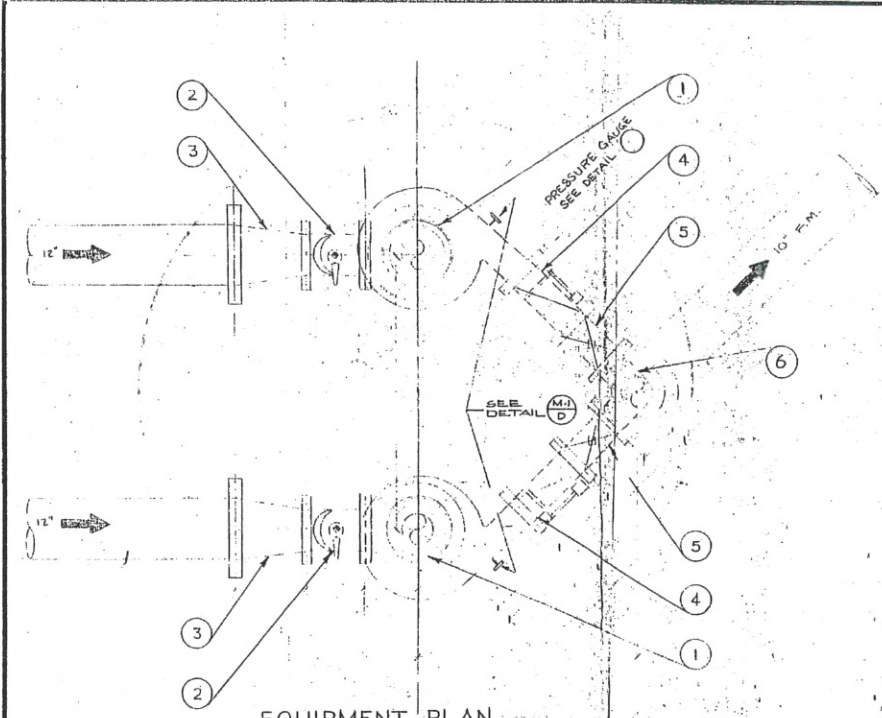
PLAN



SECTION

DAVCO MANUFACTURING COMPANY  
 THOMASVILLE  
 GEORGIA

Handwritten initials or mark.

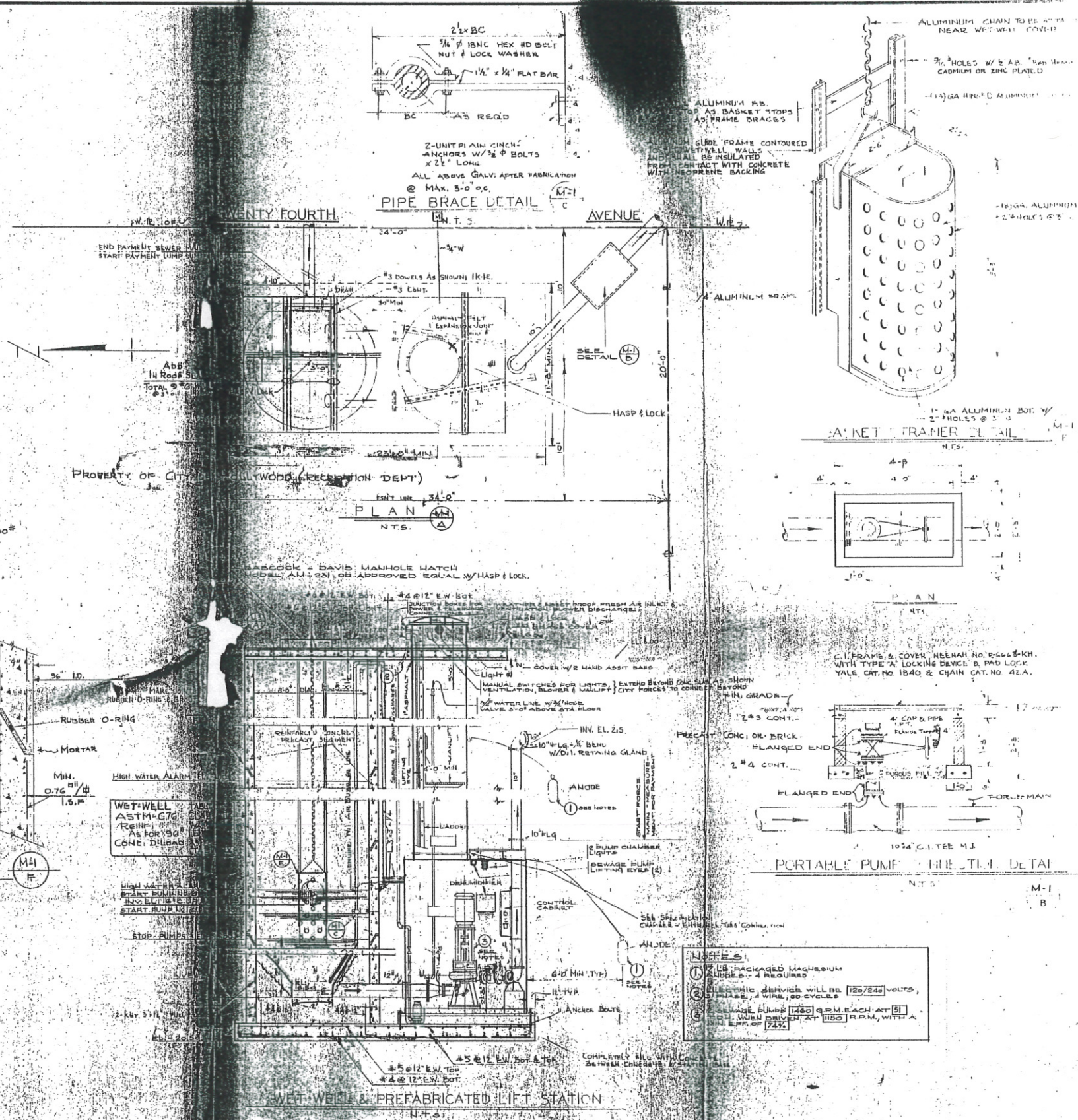
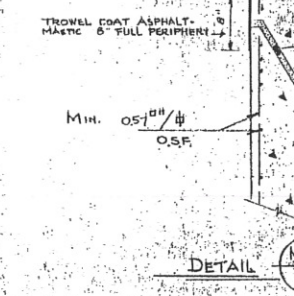
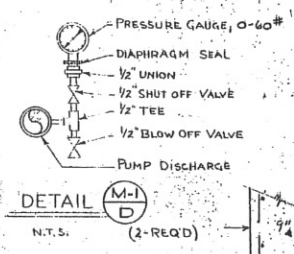


**EQUIPMENT PLAN**  
NOT TO SCALE

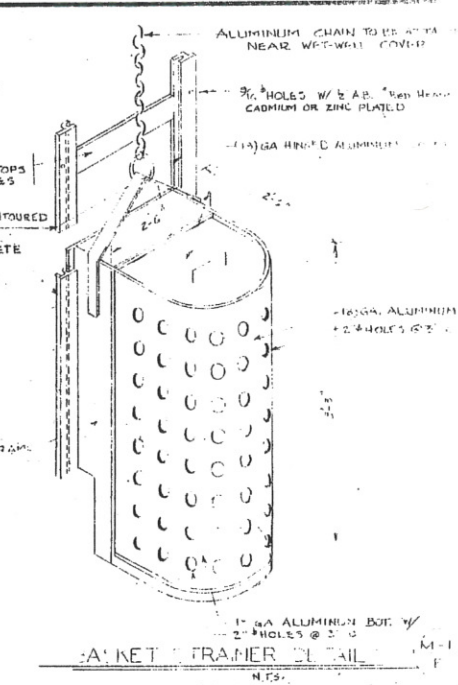
**EQUIPMENT SPECIFICATIONS:**

- ① 2-REQUIRED - 6"x14" PUMPS TYPE NSW MODEL 300 W/ 6"x8" 90° FLANGED ELBOW W/ CLEANOUT, AS MFG'D BY ALLIS CHALMERS OR APPROVED EQUAL. COMPLETE W/ MOTORS, 25HP, 3 PHASE, 240 VOLTS.
- ② 2-REQUIRED - 8" BALCENTRIC VALVES, AS MFG'D BY: HOMESTEAD VALVE MFG. INC. FIG. 1132 OR APPROVED EQUAL.
- ③ 2-REQUIRED 12"x8" FLANGED REDUCERS
- ④ 2-REQUIRED 6"x8" CHECK VALVES,
- ⑤ 2-REQUIRED - 8" GATE VALVES
- ⑥ 1-REQUIRED 8"x10" 90° FLANGED SIDE-OUTLET ELBOW,

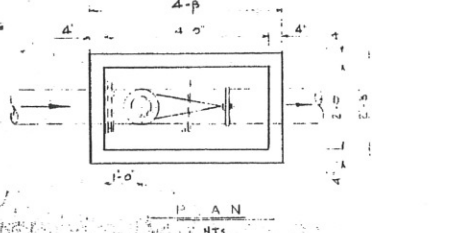
NOTE: READ O.A.E. OR APPROVED EQUAL



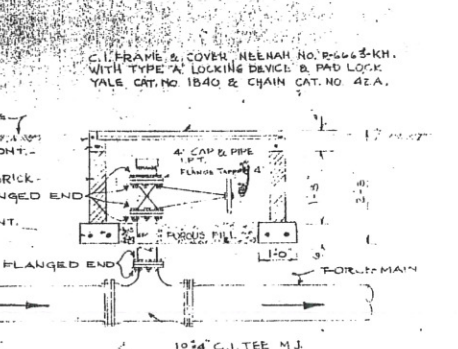
**WET WELL & PREFABRICATED LIFT STATION**  
N.T.S.



**PIPE BRACE DETAIL**  
N.T.S.



**BASKET FRAMER DETAIL**  
N.T.S.



**PORTABLE PUMP**  
N.T.S.

**NOTES:**

- ① ALL PUMP PACKAGES WILL BE 120/240 VOLTS, 3 PHASE, 4 WIRE, 60 CYCLES
- ② ELECTRIC SERVICE WILL BE 120/240 VOLTS, 3 PHASE, 4 WIRE, 60 CYCLES
- ③ PUMPS SHALL BE 1200 G.P.M. EACH AT 5' HEAD WHEN DRIVEN AT 1180 R.P.M. WITH A FULL SUPPLY OF 74%.

LIBERIA SECTION I FOR THE

N-7

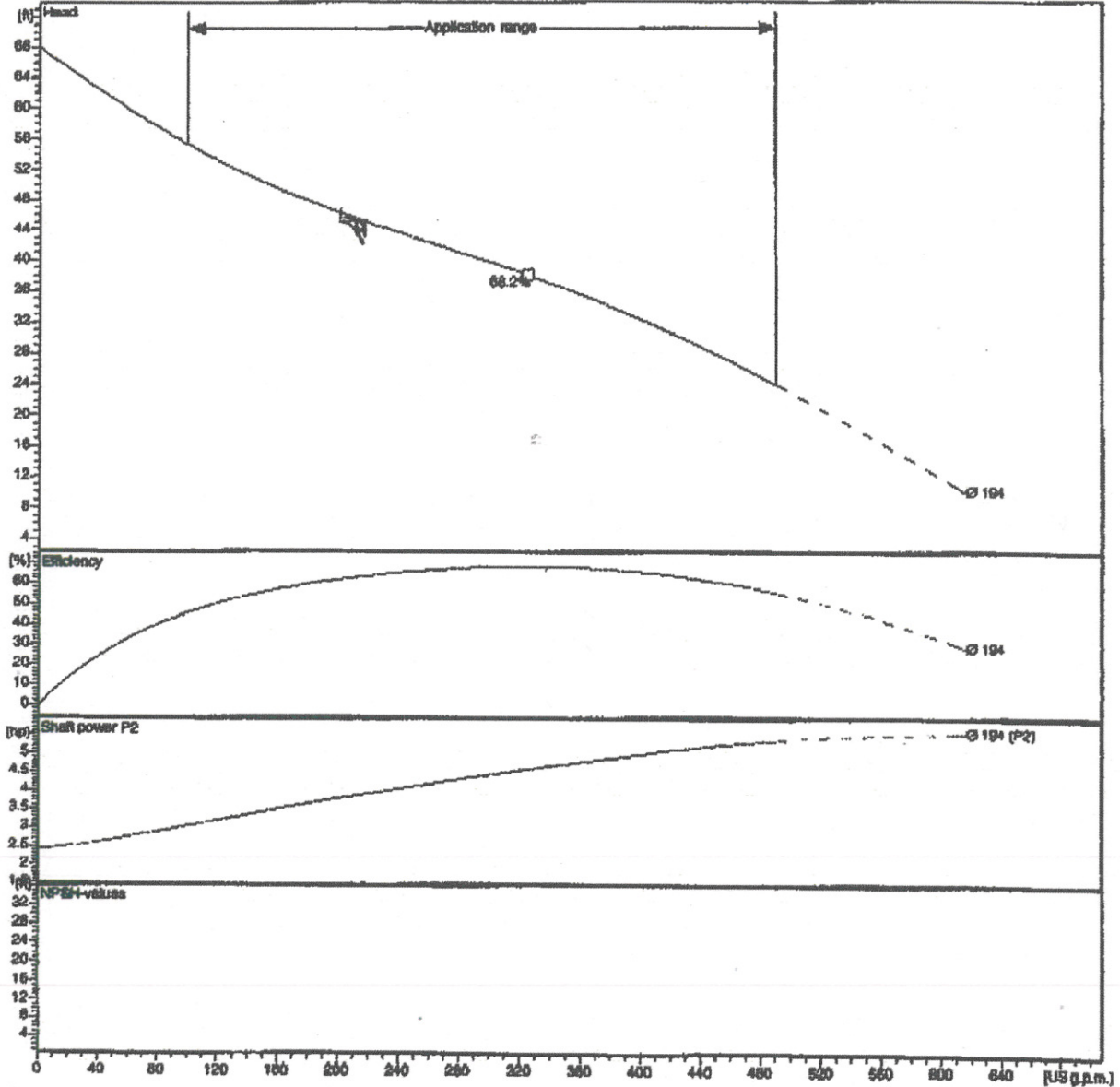
Project:  
Project number:

Created on: 2007-08-31  
Created by:



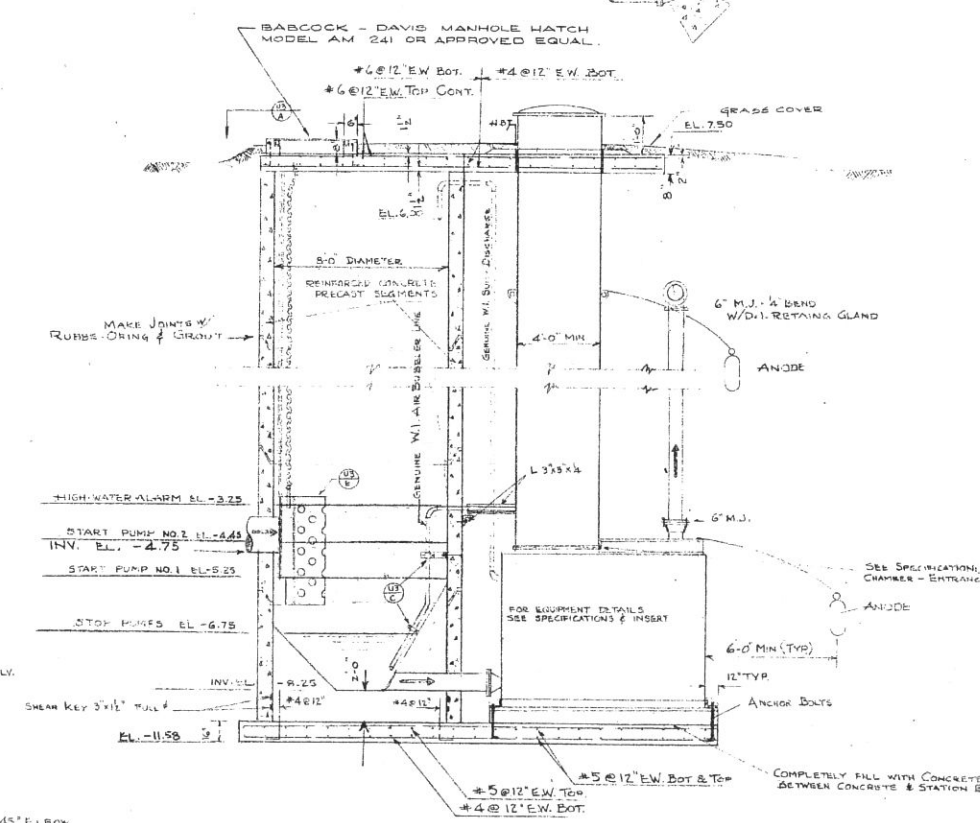
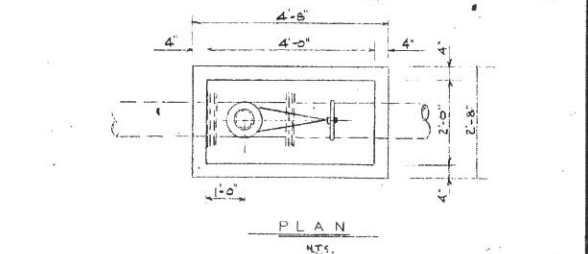
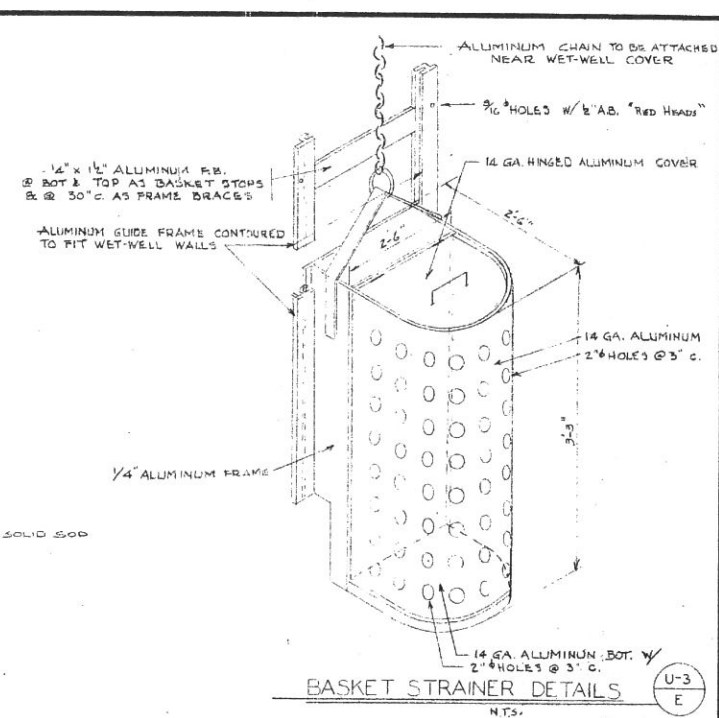
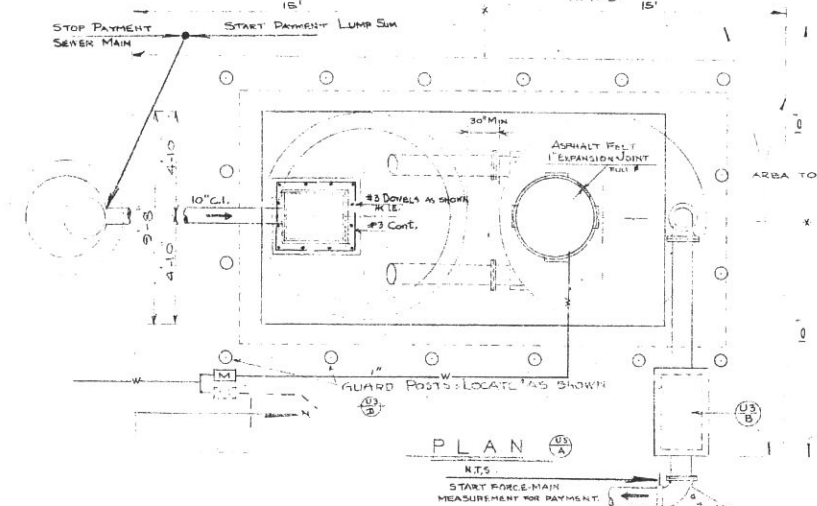
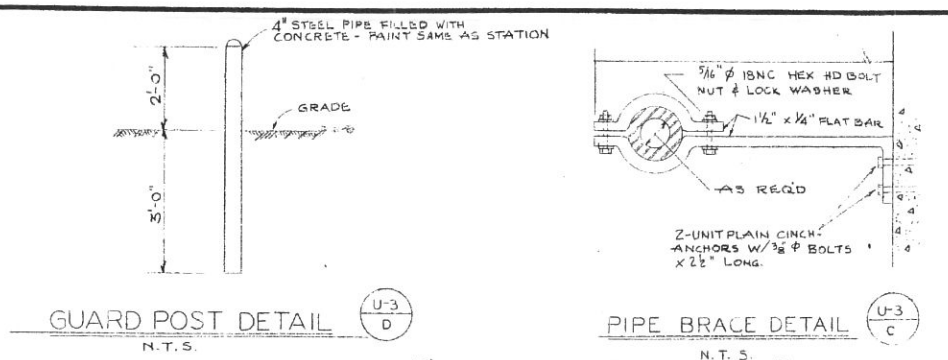
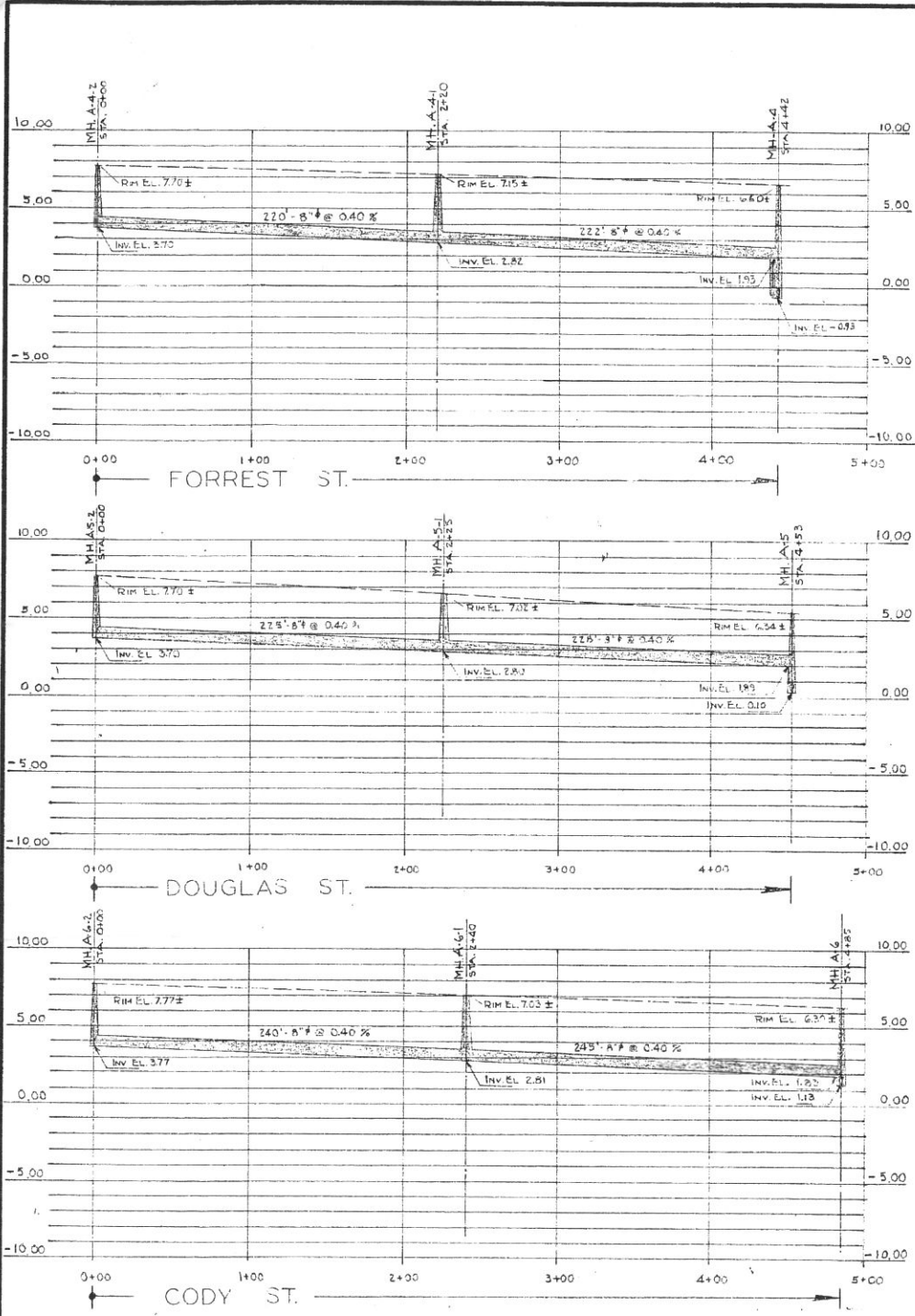
**Performance curves**  
Submersible sewage pump FA 10.33E with motor FO 172-4/8

Power data referred to: Water, pure [100%]; 68°F; 62.322lb/ft<sup>3</sup>; 1.0818E-6ft<sup>2</sup>/s  
Tolerance as per ISO 9906 / Annex A.2



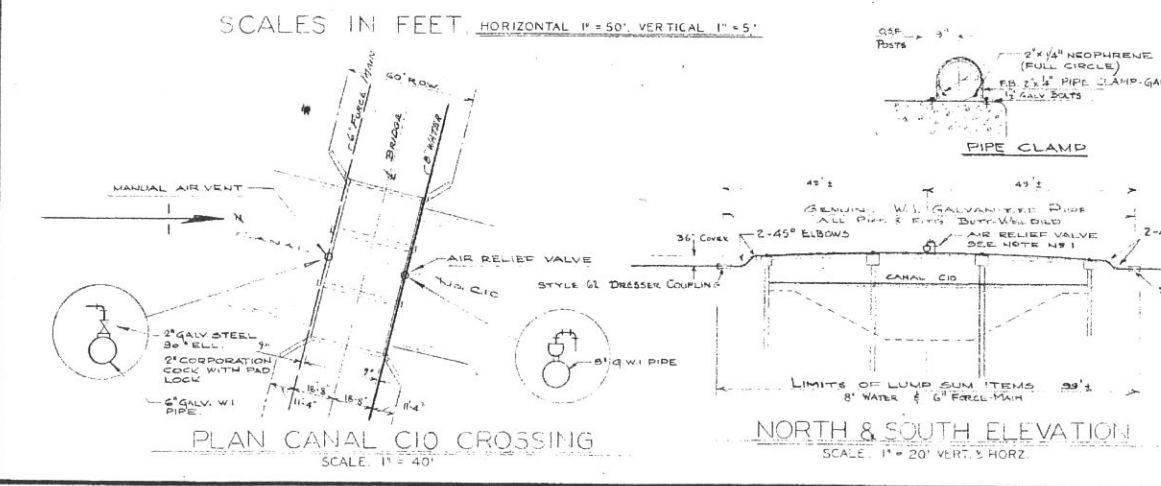
| Pump                      |                 | Duty point data    |                   |
|---------------------------|-----------------|--------------------|-------------------|
| Impeller Ø                | designed 194 mm | Volume flow        | US g.p.m.         |
| Nominal speed             | 1740 rpm        | Head               | ft                |
| Frequency                 | 60 Hz           | Shaft power        | P <sub>2</sub> hp |
| Impeller type             | Single-channel  | Pump efficiency    | 1 %               |
| Motor                     |                 | Power input        | P <sub>1</sub> hp |
| Rated power               | 5.38 hp         | Required pump NPSH | ft                |
| Sel. explosion protection | --              | Speed              | 1688 rpm          |

30F9



**NOTE**

- AIR RELIEF VALVE FOR 8" WATER LINE WILL BE A 1" CRISPIN MODEL R.S.P. OR APPROVED EQUAL.
- A MANUAL AIR RELIEF VENT WILL BE INSTALLED AT THE HIGH POINT OF THE FORCE MAIN CANAL CROSSING. THE VENT WILL CONSIST OF A 2" GALV. W/1 NIPPLE TEE, VERTICALLY FROM THE TOP OF THE PIPE WITH A 2" CORPORATION COCK AND PAD LOCK.
- ALL GALVANIZED WROUGHT IRON PIPE WILL BE MANUFACTURED IN CONFORMANCE WITH A.S.T.M. A 72 SCHEDULE 40 PIPE SPECIFICATIONS.

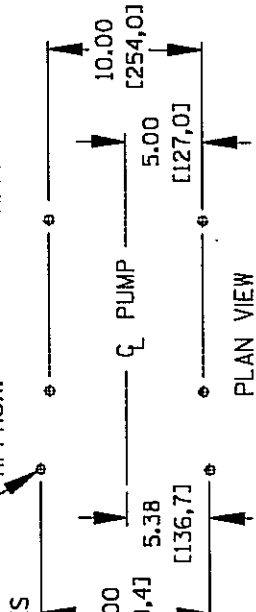


**APPROVED BY**  
 FLORIDA STATE BOARD OF HEALTH  
 BUREAU OF SANITARY ENGINEERING  
 S. A. BERKOWITZ, S. IN. ENG.  
 Date: SEP 11 1951  
 1151  
 NOTES THIS APPROVAL IS LIMITED TO THE STRUCTURAL DESIGN

REYNOLDS, SMITH AND HILLS ARCHITECTS ENGINEERS PLANNERS HOLLYWOOD, FLORIDA  
 APPROVED BY: [Signature]  
 REG. PROF. ENGR. FLA. NO. 8-11-51  
 NO. DATE REVISION  
 PROFILES OF SANITARY SEWERS AND DETAILS OF LIFT STATION  
 OAKWOOD HILLS SECTION I FOR CITY OF HOLLYWOOD, FLORIDA  
 DRAWING U-3 SHEET 5 OF 6

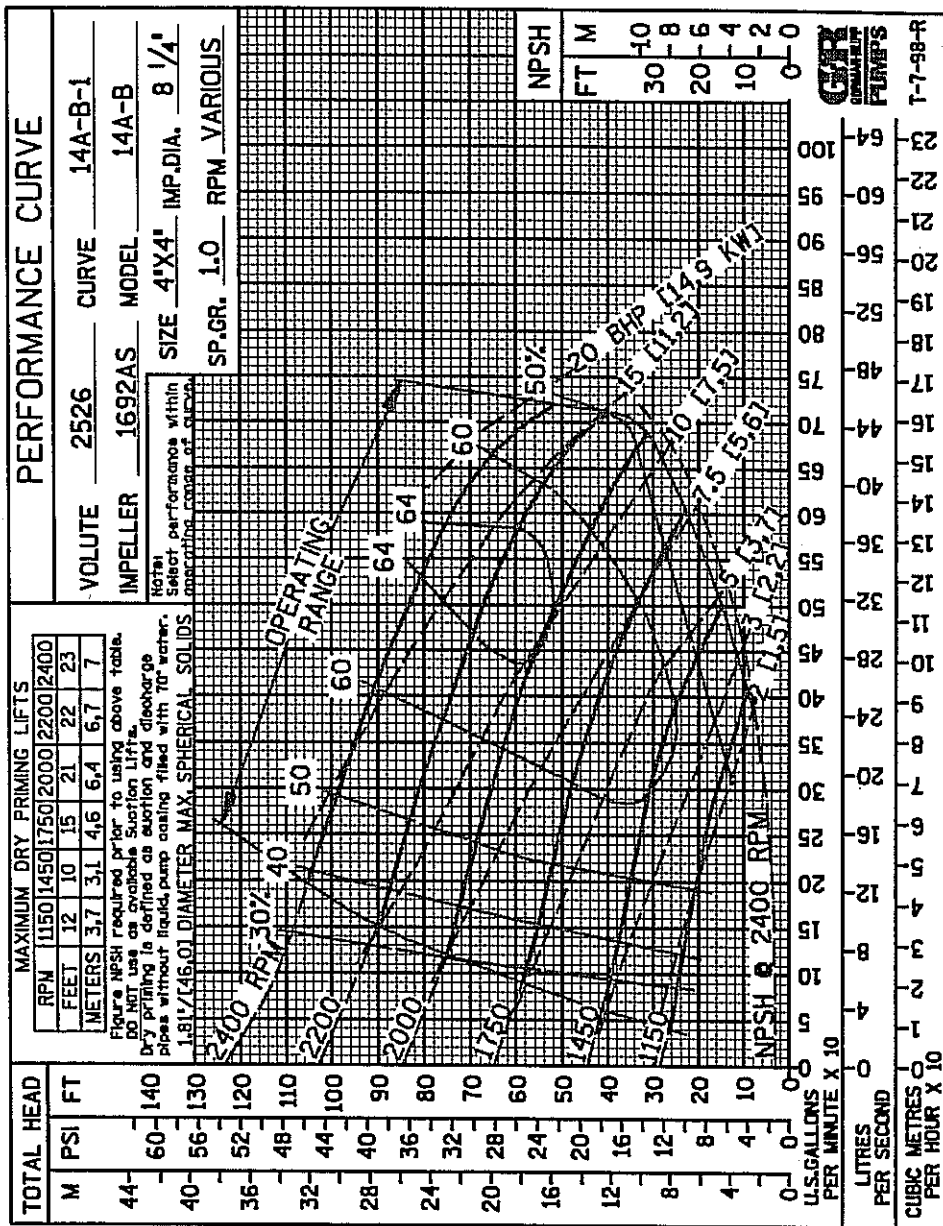
LS N-8





\* 18.00/[457.2] RECOMMENDED FOR REMOVAL OF BACK COVER PLATE 6.00/[152.4] REQUIRED FOR REMOVAL OF BACK COVER PLATE

DIMENSIONS:  
INCHES  
[MILLIMETERS]



THE GORMAN-RUPP COMPANY • MANSFIELD, OHIO

GORMAN-RUPP OF CANADA LIMITED • ST. THOMAS, ONTARIO, CANADA

Specifications Subject to Change Without Notice

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Printed in U.S.A.

Specification Data

Basic Pedestal

Sec. 55

PAGE 600

JULY 2012



# Self Priming Centrifugal Pump

## Models 14A2-B and 14A20-B

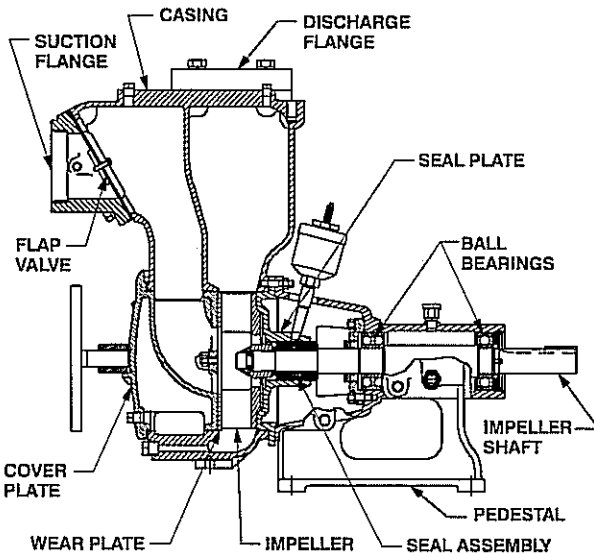
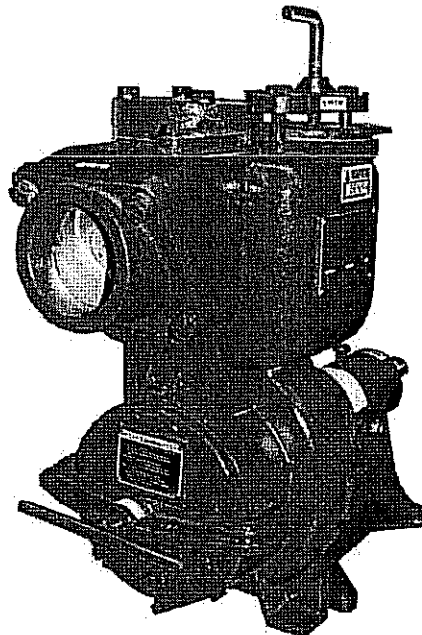
### Size 4" x 4"

**PUMP SPECIFICATIONS**

Size: 4" x 4" (102 mm x 102 mm) NPT - Female.  
 Casing: Gray Iron 30.  
 Maximum Operating Pressure 81 psi (558 kPa).  
 Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.  
 Handles 1 13/16" (46 mm) Diameter Spherical Solids.  
 Impeller Shaft: Carbon Steel 1045.  
 Seal Liner: (14A2-B) Copper Alloy C26000.  
 Shaft Sleeve: (14A20-B) Alloy Steel 4130.  
 Replaceable Wear Plate: Carbon Steel 1026.  
 Removable Cover Plate: Gray Iron 30; 23 lbs. (10 kg).  
 Pedestal: Gray Iron 30.  
 Seal Plate: Gray Iron 30.  
 Flap Valve: Gray Iron 30, Buna-N w/Nylon Reinforcing.  
 Radial Bearing: Open Single Row Ball.  
 Thrust Bearing: Open Double Row Ball.  
 Bearing Lubrication: SAE 30 Non-Detergent Oil.  
 Flanges: Gray Iron 30.  
 Gaskets: Vegetable Fiber, Rubber, and PTFE (DuPont Teflon® or Equivalent).  
 Hardware: Standard Plated Steel.  
 Strainer.

**Optional Equipment:** Consult Factory.

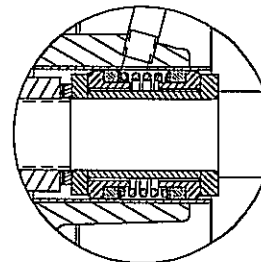
*\*Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.*



14A2-B SHOWN

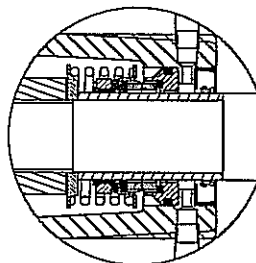
**14A2-B SEAL DETAIL**

Double, Grease-Lubricated with Spring Loaded Grease Cup. Sintered Bronze Stationary Seal Seats. Steel Rotating Faces. Neoprene Packing Rings. Maximum Temperature of Liquid Pumped, 110°F (43°C). Maximum Suction Pressure 10 PSI (69 kPa).\*



**14A20-B SEAL DETAIL**

Mechanical, Oil-Lubricated, Double Floating, Self-Aligning. Tungsten Titanium Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).\*



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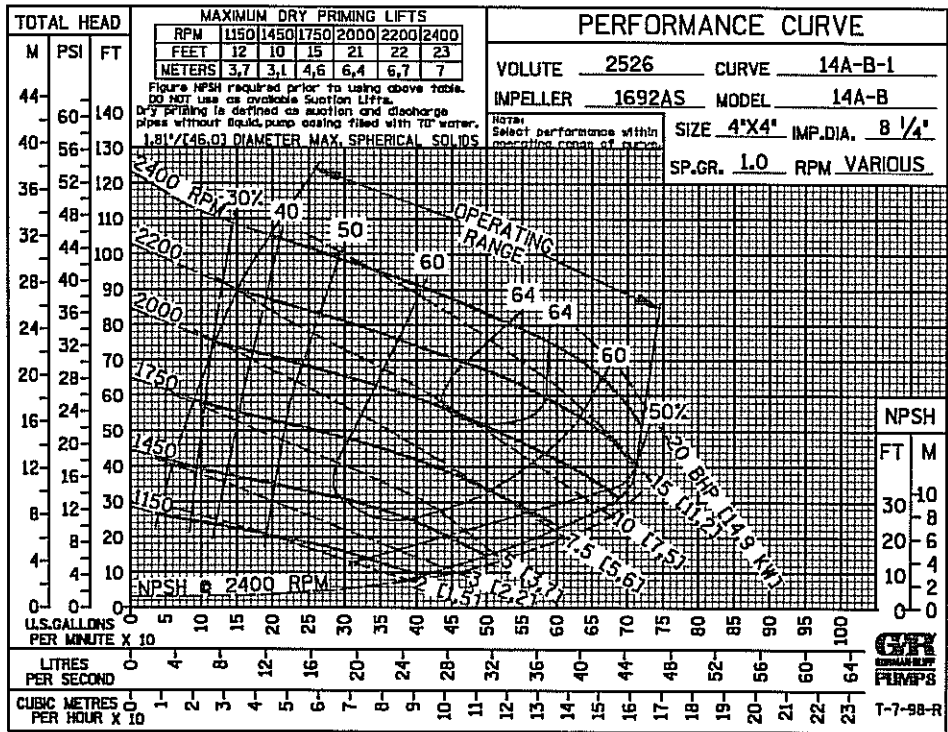
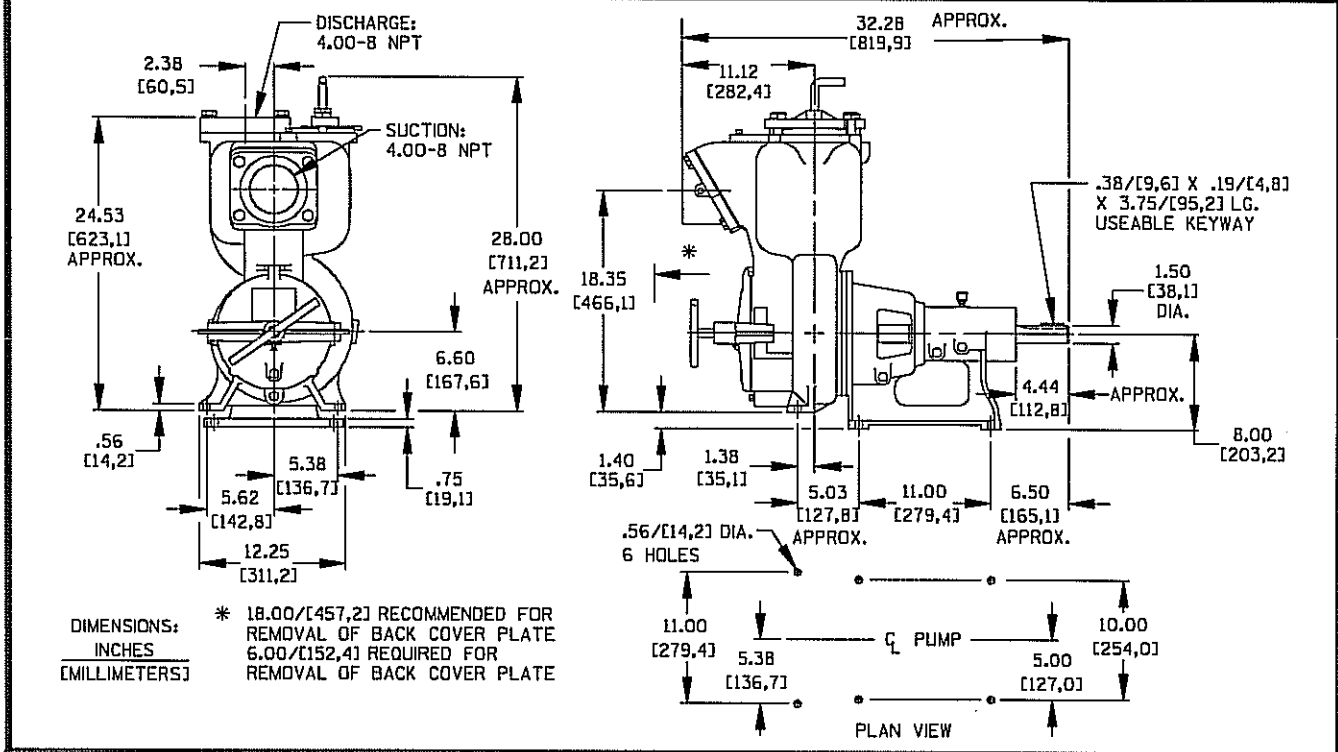
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www.grpumps.com

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|   |                                       |  |
|---|---------------------------------------|--|
| <b>Specification Data</b><br><br>SECTION 55, PAGE 600 | APPROXIMATE<br>DIMENSIONS and WEIGHTS | NET WEIGHT: 301 LBS. (136,5 KG.)<br>SHIPPING WEIGHT: 330 LBS. (149,7 KG.)<br>EXPORT CRATE SIZE: 18 CU. FT. (0,51 CU. M.) |
|   |                                       |  |



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DEO Agreement No.:IR038

R-2021-101

**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded**  
**Community Development Block Grant**  
**Mitigation Program (CDBG-MIT)**  
**Subrecipient Agreement**

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and the City of Hollywood (hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

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**NOW THEREFORE**, DEO and the Subrecipient agree to the following:

**(1) SCOPE OF WORK**

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

**(3) PERIOD OF AGREEMENT**

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

**(4) RENEWAL AND EXTENSION**

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

**(5) MODIFICATION OF AGREEMENT**

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(6) RECORDS**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

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they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

## (7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

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memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

## **(8) REPORTS**

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(9) INSPECTIONS AND MONITORING**

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(10) DUPLICATION OF BENEFITS**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

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**(11) LIABILITY**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

**(12) EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that



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a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

### **(13) REMEDIES**

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any 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) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
  1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
  2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
  3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

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**(14) DISPUTE RESOLUTION**

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

**(15) CITIZEN COMPLAINTS**

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at [CDBG-MIT@deo.myflorida.com](mailto:CDBG-MIT@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 400  
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity  
Caldwell Building, MSC-400  
107 E Madison Street  
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file

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a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

## **(16) TERMINATION**

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

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**(17) NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Taylor Doolin  
 \_\_\_\_\_  
 107 E Madison St  
 \_\_\_\_\_  
 Tallahassee, Fl 32399  
 \_\_\_\_\_  
 850-717-8541  
 \_\_\_\_\_  
 Taylor.doolin@deo.myflorida.com  
 \_\_\_\_\_

(c) The name and address of the Local Government Project Contact for this Agreement is:

Phyllis Shaw  
 \_\_\_\_\_  
 P.O Box 229045  
 \_\_\_\_\_  
 Hollywood, FL 33020  
 \_\_\_\_\_  
 954-967-4263  
 \_\_\_\_\_  
 pshaw@hollywoodFL.org  
 \_\_\_\_\_

(d) If 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 as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

**(18) CONTRACTS**

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

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Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

#### **(19) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

#### **(20) ATTACHMENTS**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
  - Attachment A – Project Description and Deliverables
  - Attachment B – Project Budget (Example)
  - Attachment C – Activity Work Plan (Example)
  - Attachment D – Program and Special Conditions
  - Attachment E – State and Federal Statutes, Regulations and Policies
  - Attachment F – Civil Rights Compliance
  - Attachment G – Reports
  - Attachment H – Warranties and Representations
  - Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
  - Attachment J – Audit Compliance Certification
  - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
  - Attachment L – 2 CFR Appendix II to Part 200
  - Attachment M – Subrogation Agreement

#### **(21) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed ***Three Million Four Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$3,435,000.00)***, subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance

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and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the “Supplemental Appropriations for Disaster Relief Act, 2018” and Public Law 116-20, the “Additional Supplemental Appropriations for Disaster Relief Act, 2019” for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).

(k) CDBG-MIT funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

## **(22) REPAYMENTS**

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount

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of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

### **(23) 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 Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents

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and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

#### **(24) LOBBYING PROHIBITION**

(a) No funds or other resources received from DEO 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.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 general 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Subrecipient 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 subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed



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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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## **(25) COPYRIGHT, PATENT AND TRADEMARK**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly 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, Subrecipient shall refer the discovery or invention to DEO 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, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

## **(26) LEGAL AUTHORIZATION**

(a) Subrecipient 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. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

## **(27) PUBLIC RECORD RESPONSIBILITIES**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the

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records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

## **(28) EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

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employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

### **(29) PROGRAM INCOME**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

### **(30) NATIONAL OBJECTIVES**

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

### **(31) INDEPENDENT CONTRACTOR**

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or

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assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

~ Remainder of this page is intentionally left blank ~

State of Florida

Department of Economic Opportunity  
Federally Funded Subrecipient Agreement  
Signature Page

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**IN WITNESS THEREOF**, and in the consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties executed this agreement by their duly authorized undersigned officials

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

DocuSigned by:  
*Wazir Ishmael*  
By: \_\_\_\_\_  
SF046EA2A14D446...  
Wazir A. Ishmael, Ph.D., City Manager

ATTEST:

DocuSigned by:

DS *Patricia A. Cerny*  
784415EE260C475  
Patricia A. Cerny, MMC  
City Clerk



Date: 2/15/2022

DocuSigned by:  
*David E. Keller*  
Approved by: \_\_\_\_\_  
08565F69472149B...  
David Keller, Director of Financial Services

Approved As To Form & Legal Sufficiency for the use and reliance of the City of Hollywood, Florida, only.

DocuSigned by:

*Douglas R. Gonzales*  
31026A9647F142A...  
Douglas R. Gonzales  
City Attorney

Federal Tax ID#: 59-6000338  
DUNS #: 076022136

Department of Economic Opportunity

DocuSigned by:  
*Dane Eagle*  
By: \_\_\_\_\_  
8D7A4D05416240F...  
Signature

Name: Dane Eagle

Title: Secretary

Date: 2/18/2022

Approved as to form and legal sufficiency, subject Only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by:  
*Erin Taylor*  
By: \_\_\_\_\_  
AA5D1E9D97684B4...

Approved Date: 2/16/2022

## Attachment A – Project Description and Deliverables

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### 1. PROJECT DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) include towns, cities, counties and villages. Eligible Activities include projects that demonstrably increase community resilience. The following types of infrastructure projects are encouraged:

1. Restoration of critical infrastructure
2. Renourishment of protective coastal dune systems and state beaches
3. Building or fortifying buildings that are essential to the health, safety and welfare of a community
4. Rehabilitation or construction of stormwater management systems
5. Improvements to drainage facilities
6. Reconstruction of lift stations and sewage treatment plants
7. Road repair and improvement and bridge strengthening

The City of Hollywood was awarded Three Million Four Hundred Thirty Five Thousand Dollars and Zero Cents (**\$3,435,000.00**) of CDBG-MIT funds to repair and strengthen two (2) lift stations N-07, N-08, including the associated pump stations from damage and vulnerability caused by Hurricane Irma.

With an LMI of over 84% the proposed project will ensure that the 1,079 residents within its basin are protected against the loss of services. The project will allow the installation of permanent generators, lighting protection, and flood proofing to mitigate damage associated with storm surge and flooding up to and including the 500-year flood levels.

### 2. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval within forty-five (45) days. The staffing plan must include the following:
  1. Organizational Chart; and

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2. Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
- B.** Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
  2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
  4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
  5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C.** Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D.** Upload required documents into a system of record provided by DEO.
- E.** Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F.** Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G.** Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
- H.** Provide copies of all proposed procurement documents to DEO ten (10) business days prior to posting as detailed in Section (17) of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I.** Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
1. A revised detail report measuring the actual cost versus the projected cost;
  2. An updated Attachment C which documents any changes to the projected progress along with justification for the revision.
- J.** Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- K.** Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
1. Submit updated organization chart on a quarterly basis with quarterly report;
  2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline;
  3. A progress report documenting the following information:
    - a) Accomplishments within the past quarter;



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- b) Issues or risks that have been faced with resolutions; and
  - c) Projected activities to be completed within the following quarter.
- L.** Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C-Activity Work Plan. If Subrecipient is unable to meet a deadline with thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
- M.** Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- N.** Subrecipient shall provide pictures to document progress and completion of tasks and final project.

### **3. ELIGIBLE TASKS AND DELIVERABLES:**

#### **A. Deliverable No. 1 – Project Implementation**

Tasks that are eligible for reimbursement are as follows:

1. Professional services to the City for technical assistance and program management (Davis-Bacon review, Section 3 activities).
2. Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
3. Grant management to include invoicing, record keeping, prepare and award bids to vendors.
4. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to DEO

#### **B. Deliverable No. 2 – Engineering Services**

Tasks that are eligible for reimbursement are as follows:

1. Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
3. Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act referenced in Attachment D, 4., b. of this agreement.

#### **C. Deliverable No. 3 – Construction**

Tasks that are eligible for reimbursement are as follows:

1. Site(s) Preparation;
2. Demolition of various old or broken parts;
3. Purchase of materials and repair of critical facility hardening;
  - a. New Control Panels with hardened support columns;
  - b. Electrical system upgrade;
  - c. Raised rims of concrete wet well and valve vault;
  - d. Hardened perimeter- bollards;
  - e. Lighting protection for control panels, generator and antenna;
  - f. Waterproofing wet wells and valve vaults;
  - g. Remedial structure repairs;

- h. Force main bridge supports; and
- i. MOT and FPL.
- 4. Purchase of materials and installation of mechanical hardening; and
  - a. Pumps installation;
  - b. Valve installation;
  - c. Piping – pump station;
  - d. Hatches – access;
  - e. Force main Replacement; and
  - f. Backup Generator.
- 5. Purchase of materials and installation of temporary bypass pumping.

**4. DEO’S RESPONSIBILITIES:**

- 1. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be DEO in its discretion
- 2. Assign a Grant Manager as a point of contact for Subrecipient
- 3. Review Subrecipient’s invoices described herein and process them on a timely basis
- 4. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO’s sole and absolute discretion, and process payments to Subrecipient

**5. DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

| <b>Deliverable No. 1 – Program Implementation</b>   |  |  |
|---|--|--|
| <b>TASKS</b>  | <b>MINIMUM LEVEL OF SERVICE</b>  | <b>FINANCIAL CONSEQUENCES</b>  |
| Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Deliverables 2-3 of this Scope of Work. | Subrecipient may request reimbursement upon completion of a minimum of one (1) task on a per completed task basis associated with a completed task as identified in Deliverables 2-3 of this Scope of Work, as evidenced by submittal of the following documentation:<br>1) Project Implementation activities;<br>4) Invoice package in accordance with section 6 of this Scope of Work. | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request. |
| <b>Deliverable 1 Cost- \$171,750.00</b>   |  |  |

| <b>Deliverable No. 2 – Engineering Services</b> |                                 |                               |
|---|---------------------------------|-------------------------------|
| <b>TASKS</b>                                    | <b>MINIMUM LEVEL OF SERVICE</b> | <b>FINANCIAL CONSEQUENCES</b> |
|   |                                 |                               |

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|  |   |   |
|--|---|---|
| <p>Subrecipient shall complete eligible project engineering services as detailed in Section 3.B of this Scope of Work.</p> | <p>Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 3.B of this Scope of Work, evidenced by submittal of the following documentation:<br/>                     1) Engineering design working drawings and associated cost estimates<br/>                     2) Copies of all required permits.<br/>                     3) Invoice package in accordance with Section 6 of this Scope of Work.</p> | <p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p> |
| <b>Deliverable 2 Cost- \$343,500.00</b>  |   |   |

| <b>Deliverable No. 3 – Construction</b>  |   |   |
|--|---|---|
| <b>TASKS</b>   | <b>MINIMUM LEVEL OF SERVICE</b>   | <b>FINANCIAL CONSEQUENCES</b>   |
| <p>Subrecipient shall complete task as detailed in Section 3.C. above of this Scope of Work.</p> | <p>Subrecipient may request reimbursement upon completion activities in accordance with Section 3.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation:<br/>                     1) AIA forms G702 and G703, or similar accepted DEO form, completed by a licensed professional certifying to the percentage of project completion;<br/>                     2) Photographs of project in progress and completed; and<br/>                     3) Invoice package in accordance with Section 6 of this Scope of Work.</p> | <p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p> |
| <b>Deliverable 3 Cost- \$2,919,750.00</b>  |   |   |
| <b>Total Project Costs Not to Exceed \$3,435,000.00</b>  |   |   |

**COST SHIFTING:** The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO’s Grant Manager is required for changes to the above

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Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

## 6. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  1. A cover letter signed by Subrecipient's Grant Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
  2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
  4. Photographs of the project in progress and completed work;
  5. A copy of all supporting documentation for vendor payments;
  6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

~ Remainder of this page is intentionally left blank ~

**Attachment B – Project Budget (Example)**

Subrecipient: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Modification Number: \_\_\_\_\_

| Activity/Project  |  | National Objective |               |             | Beneficiaries |    |    |         |       | Budget          |             |         |             |
|---|--|--------------------|---------------|-------------|---------------|----|----|---------|-------|-----------------|-------------|---------|-------------|
| Activity  | Description                              | LMI                | Slum & Blight | Urgent Need | VLI           | LI | MI | Non-LMI | Total | CDBG-MIT Amount | Other Funds | Source* | Total Funds |
| <b>1. Housing Program - Homeowner Service Project (Example Activities)</b>                                |  |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Home Repair                              |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Reconstruction                           |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Replacement of Manufactured Homes        |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Temporary Rental and Mortgage Assistance |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Buyout / Acquisition for Redevelopment   |                    |               |             |               |    |    |         |       |                 |             |         |             |
| <b>2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)</b> |  |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   |  |                    |               |             |               |    |    |         |       |                 |             |         |             |
| <b>3. Public Facilities Program – Unified Service Center (Example Activities)</b>                         |  |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   |  |                    |               |             |               |    |    |         |       |                 |             |         |             |
| <b>4. Infrastructure Program (Example Activities)</b>   |  |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Armstrong Drainage Project               |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Hastings Phase I Sewer                   |                    |               |             |               |    |    |         |       |                 |             |         |             |
|   | Hastings Phase II Sewer                  |                    |               |             |               |    |    |         |       |                 |             |         |             |

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|    |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|--|--|--|--|--|--|
|    | Oyster Creek Basin Improvements                        |  |  |  |  |  |  |  |  |  |  |  |  |
|    | Orange Street Drainage                                 |  |  |  |  |  |  |  |  |  |  |  |  |
|    | Avenue D Drainage                                      |  |  |  |  |  |  |  |  |  |  |  |  |
|    | St. Augustine - Lake Maria Sanchez HMGP Match Drainage |  |  |  |  |  |  |  |  |  |  |  |  |
|    | St. Augustine Blvd & Cypress Rd Drainage               |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. | <b>Administration</b>                                  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. | <b>Planning</b>  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | <b>Totals:</b>   |  |  |  |  |  |  |  |  |  |  |  |  |

**\*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

|    | Source of Other Funds | Amount |
|----|-----------------------|--------|
| 1. |                       |        |
| 2. |                       |        |
| 3. |                       |        |
| 4. |                       |        |



## Attachment D – Program and Special Conditions

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1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
  - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can



determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
  - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Section 3 Participation Report (Construction Prime Contractor);
  - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
  - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

## Attachment E – State and Federal Statutes, Regulations, and Policies

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The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds 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 funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

## (2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

## (1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

## (2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

## (3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## (4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment  
Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

- positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
  - (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c.. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:
  1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
  2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification



The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- (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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) 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; and
- (4) 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 required by section 1352, title 31, U.S.C. 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.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) **Flood Disaster Protection**  
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) **Lead-Based Paint**  
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) **Historic Preservation**  
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) **Additional Regulations**
- (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

- or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
  - (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
  - (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
  - (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
  - (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

## Attachment F – Civil Rights Compliance

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### Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

### Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

### Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment or
  - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and

- c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in CDBG-MIT-funded contracts of \$100,000 or more:

#### **Section 3 Clause**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **Civil Rights Regulations**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

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I hereby certify that City of Hollywood shall comply with all provisions and Federal regulations listed in this Attachment F.

DocuSigned by:

By: Wazir Ishmael  
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Date: 2/15/2022

DS  
V6

Name: Wazir Ishmael

Title: City Manager

DS



ATTEST: Patricia A. Cerny  
784415EE2C0C47E...

Patricia A. Cerny, MMC  
City Clerk

Date: 2/15/2022

Approved As To Form & Legal  
Sufficiency for the use and reliance  
of the City of Hollywood, Florida, only.

Approved by: David E. Keller  
0856BF69472149B...

DocuSigned by:  
Douglas R. Gonzales  
31026A9647F142A...

Douglas R. Gonzales  
City Attorney

David Keller, Director of  
Financial Services

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### Attachment G – Reports

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The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10<sup>th</sup> of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at [https://www.hud.gov/sites/documents/DOC\\_36660](https://www.hud.gov/sites/documents/DOC_36660); which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

## Attachment H – Warranties and Representations

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### Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

### Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

## **Attachment I – Audit Requirements**

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The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

**PART I: FEDERALLY FUNDED.** This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

### PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):      or  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

Paper (hard copy):  
 Department Economic Opportunity  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
 Local Government Audits  
 342 Claude Pepper Building, Room 401  
 111 West Madison Street  
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

## Exhibit 1 to Attachment I – Funding Sources

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### Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

|   |   |
|---|---|
| <b>Federal Awarding Agency:</b>                       | U.S. Department of Housing and Urban Development  |
| <b>Federal Funds Obligated to Subrecipient:</b>       | \$3,435,000.00  |
| <b>Catalog of Federal Domestic Assistance Title:</b>  | Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii     |
| <b>Catalog of Federal Domestic Assistance Number:</b> | 14.228  |
| <b>Project Description:</b>                           | Funding is being provided for the City of Hollywood to repair and strengthen lift stations. |
| <i>This is not a research and development award.</i>  |   |

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:** *N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**

*N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

**Attachment J – Audit Compliance Certification**

|  |                                    |
|--|------------------------------------|
| <b><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i></b>  |                                    |
| Subrecipient:  |                                    |
| FEIN:  | Subrecipient’s Fiscal Year:        |
| Contact Name:  | Contact’s Phone:                   |
| Contact’s Email:   |                                    |
| <p>1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</b></p> |                                    |
| <p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.</b></p>   |                                    |
| <b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b>  |                                    |
|  |                                    |
| Signature of Authorized Representative   | Date                               |
| Printed Name of Authorized Representative  | Title of Authorized Representative |

**Attachment K – Subrecipient Enterprise Resource Application (SERA) Form**

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**Attachment K will be provided after execution of this Agreement**



## Attachment L

### 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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#### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.

**(B)** 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 affected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, 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 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). 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. 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. 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 (29 CFR 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 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 the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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. 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.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must 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 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.

**(J) See 200.323 – Procurement of Recovered Materials.**

**(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.**

**(L) See 200.322 – Domestic Preferences for procurements.**

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**Attachment M**

**State of Florida  
Department of Economic Opportunity**

**Federally Funded  
Community Development Block Grant  
Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Hollywood (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

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The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she received, read, and understands this notice of penalties for making a false claim of statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

ATTEST:

DocuSigned by:

*Patricia A. Cerny*

Patricia A. Cerny, MMC  
City Clerk

Approved As To Form & Legal Sufficiency for the use and reliance of the City of Hollywood, Florida, only.

DocuSigned by:

*Douglas R. Gonzales*

Douglas R. Gonzales  
City Attorney

DocuSigned by:

*Wazir Ishmael*

Wazir A. Ishmael, Ph.D., City Manager

Date: 2/15/2022

DocuSigned by:

Approved by:

*David E. Keller*

David Keller, Director of Financial Services

Federal Tax ID#: 59-6000338  
DUNS #: 076022136

## Department of Economic Opportunity

DocuSigned by:

By: *Dane Eagle*  
Signature

Name: Dane Eagle

Title: Secretary

Date: 2/18/2022

## Question and Answers for Bid #RFQ-4727-22-OT - Professional Engineering Consultant Services for Design & Construction Services

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 19, 2022 5:00:00 PM EDT