

RESOLUTION NO. 2026-292

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AGREEMENT NO. H1439 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR HAZARD MITIGATION GRANT PROGRAM FUNDING FOR THE ELEVATION OF FLOOD-PRONE RESIDENTIAL STRUCTURES; RECOGNIZING AND APPROPRIATING GRANT FUNDING AND THE REQUIRED HOMEOWNER MATCH; AUTHORIZING THE EXECUTION OF DOCUMENTS AND FORMS NECESSARY TO IMPLEMENT AND ADMINISTER THE PROGRAM; AUTHORIZING THE UTILIZATION OF THE FDEM ELEVATE FLORIDA PROGRAM CONTRACTS FOR INSPECTION AND ASSESSMENT SERVICES AND CONTRACTORS FOR THE FLORIDA STATEWIDE RESIDENTIAL MITIGATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management (“FDEM”) administers federal Hazard Mitigation Grant Program (“HMGP”) making funding available to eligible local governments for projects intended to reduce or eliminate losses from future disasters; and

WHEREAS, St. Johns County currently has more than 500 repetitive flood loss properties which strain disaster recovery efforts and National Flood Insurance Program; and

WHEREAS, FDEM has awarded St. Johns County HMGP funding pursuant to Grant Agreement No. H1439, Project No. 4673-026-R (“Grant Agreement”), for the elevation of qualified flood-prone residential structures; and

WHEREAS, the Grant Agreement provides federal funding in an amount not to exceed \$786,064.50 for eligible project costs and is administered on a cost-reimbursement basis; and

WHEREAS, the Grant requires a twenty-five percent (25%) non-federal match, which will be provided by the participating homeowners based upon the actual eligible costs attributable to their respective projects, and the exact amount of the homeowner match will therefore be determined as the projects are implemented; and

WHEREAS, after a review of the Grant requirements, the County staff has determined that none of the requirements, restrictions, and/or obligations associated with award of the Grant, or the Grant itself, negatively impact the interests of the County; and

WHEREAS, after a review of the Grant conditions and requirements, the County has determined that accepting the Grant serves the overall interests of the County; and

WHEREAS, FDEM has procured and awarded contracts under the Elevate Florida Program for Inspection and Assessment Services (RFP-DEM-24-25-017), as well as Construction (RFQ-DEM-24-25-021) with various contractors to perform the respective services required under the Grant. County Staff has reviewed these contracts and determined that the contracts are viable for use in securing the necessary services for this Program, and in accordance with Section 6.2.13 of the SJC Purchasing Policy, the County is authorized to utilize cooperative contracts in lieu of a competitive selection process where such contracts are procured by an entity using a full and

open competitive solicitation process.

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THAT:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or Emergency Management Director to execute Grant Agreement No. H1439, Project No. 4673-026-R, between St. Johns County and the Florida Division of Emergency Management for Hazard Mitigation Grant Program funding for the elevation of qualified flood-prone residential structures, in substantially the same form as attached hereto.

Section 3. The Board hereby recognizes and appropriates Hazard Mitigation Grant Program funding in an amount not to exceed \$786,064.50, together with the twenty-five percent (25%) non-federal match required under the Grant Agreement and provided by the participating homeowners based upon the actual eligible costs of their respective projects. The Office of Management and Budget is authorized to make such budgetary adjustments as are necessary and appropriate to establish, receive, account for, expend, and administer the Grant funding and homeowner matching funds in accordance with the Grant Agreement.

Section 4. The County Administrator or Emergency Management Director is hereby authorized, without further action by the Board, to execute and submit on behalf of St. Johns County all documents, certifications, assurances, reimbursement requests, reports, forms, amendments, extensions, modifications, and other instruments necessary or appropriate to administer and implement the Grant Agreement and the projects funded thereunder, provided that such documents are consistent with the purposes and intent of this Resolution and do not require an additional appropriation of County funds.

Section 5. The County Administrator, or designee is further authorized to utilize the publicly procured DEM contracts awarded under RFP-DEM-24-25-017 for Inspection and Assessment Services and RFQ-DEM-24-25-021 for Contractors for the Florida Statewide Residential Mitigation Program, for required services needed pursuant to the Grant, in accordance with SJC Purchasing Policy.

To the extent that there are typographical and/or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of September 2026.

Rendition Date SEP 01 2026

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Clay Murphy
Clay Murphy, Chair

**ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller**

By: Crystal Smith
Deputy Clerk



SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	St. Johns County
PROJECT #:	4673-026-R
PROJECT TITLE:	St. Johns County, 14 th Street and 16 th Street, Elevations
CONTRACT #:	H1439
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Laura Nelson Emergency Management Coordinator 100 EOC Drive St. Augustine, Florida 32092

Enclosed is your copy of the proposed contract/modification between **St. Johns County** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 583-6215 or email me at Megan.Mulder@yagroup.com.

Agreement Number: H1439

Project Number: 4673-026-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>St. Johns County</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>DKTCSFFFL3Q8 / 596000825</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>April 27, 2026</u>
Subaward Period of Performance Start and End Date:	<u>April 27, 2026 – May 31, 2028</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$786,064.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$825,366.75</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$825,366.75</u>
Federal award project description (see FFATA):	<u>Elevations</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Megan.Mulder@yagroup.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and St. Johns County, (hereinafter referred to as the "Sub-Recipient").

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Megan Mulder
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-583-6215
Email: Megan.Mulder@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

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

Laura Nelson
Emergency Management Coordinator
100 EOC Drive
St. Augustine, Florida 32092
Telephone: 904-429-8413
Email: lnelson@sjcfl.us

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on April 27, 2026, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$786,064.50**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

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

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

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

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

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

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

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

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671
Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

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

(14) LIABILITY

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

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

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

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

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

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

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

g. In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

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

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

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

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: ST. JOHNS COUNTY

By: _____

Name and Title: Joseph Giammanco, PhD +

Date: _____

FEID#: 596000825

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

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

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$786,064.50**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate three single-family residential properties in St. Augustine, St. Johns County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-026-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, St. Johns County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to three (3) single-family residential properties located in St. Augustine, Florida 32084.

The scope of work of the proposed project shall elevate the existing structures above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. These residential properties are prone to flooding during storms or hurricanes and have experienced frequent flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA).

The scope of work for these elevation projects shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on continuous foundation walls per engineering designs to the proposed minimum design elevation. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. A professional engineer shall verify that the homes are structurally sound and can withstand elevation. The proposed mitigation project aims to significantly reduce or even eliminate potential future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	409 14 th Street, St. Augustine, Florida 32084	(29.94668, -81.30662)
2)	413 16 th Street, St. Augustine, Florida 32084	(29.945151, -81.306193)
3)	506 14 th Street, St. Augustine, Florida 32084	(29.946751, -81.307833)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and

FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Local Building Official Building Permit.
 - b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.
 - 1. Certifying that the structure is code-compliant.
 - c) A Copy of the Elevation Certificate before mitigation, if available.
 - d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.
 - e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.
 - f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.
 - g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
 - h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) 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 flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."
 - i) Letter verifying if intact archaeological features or deposits or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - j) Letter verifying that construction vehicles and equipment were stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.
 - k) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.
 - l) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of three (3) single-family residential properties in St. Augustine, Florida, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

- 4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protective requirements on all products utilized.
- 6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the findings shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment shall be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) A copy of the recorded deed amendment for each property as required by HMA Guidance.
- 9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirms that the project will be in compliance with the current local floodplain management ordinance.
- 10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) 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 flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

- 11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

- 12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.
- 14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.
- 15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.
- 16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.
- 17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.
- 18) Verification of flood insurance policy for each structure.
- 19) Close out of structural elevation project, the Sub-Recipient shall provide:
 - a) Updated property information for each location.
 - b) A Certificate of Occupancy, certifying that each structure is code-compliant.
 - c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.
- 20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.
- 21) Special Conditions required for the implementation of project:
 - a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
 - b) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

- c) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

- 22) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

This is FEMA project number **4673-026-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on April 27, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	11	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	25	Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$974,272.00	\$730,704.00	\$243,568.00
Labor:	\$42,634.00	\$31,975.50	\$10,658.50
Fees:	\$31,180.00	\$23,385.00	\$7,795.00
Initial Agreement Amount:	\$1,048,086.00	\$786,064.50	\$262,021.50
***Contingency Funds:	\$52,403.00	\$39,302.25	\$13,100.75
Project Total:	\$1,100,489.00	\$825,366.75	\$275,122.25

*Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** This project has an estimated \$52,403.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

Address Estimated Budget			
ID#	Address	Budget per address	Federal Share
1)	409 14 th Street, St. Augustine, Florida 32084	\$293,650.00	\$220,237.50
2)	413 16 th Street, St. Augustine, Florida 32084	\$379,607.00	\$284,705.25
3)	506 14 th Street, St. Augustine, Florida 32084	\$374,829.00	\$281,121.75
		\$ 1,048,086.00	\$ 786,064.50

Funding Summary Totals

Federal Share:	\$825,366.75	(75.00%)
Non-Federal Share:	\$275,122.25	(25.00%)
Total Project Cost:	\$1,100,489.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that 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 for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.
- If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present

c. Hazardous Materials Present

- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: St. Johns County

REMIT ADDRESS: 100 EOC Drive

CITY: St. Augustine STATE: Florida ZIP CODE: 32092

PROJECT TYPE: Elevations PROJECT #: 4673-026-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1439

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL: \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT: \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: St. Johns County PAYMENT #: _____
PROJECT TYPE: Elevations PROJECT #: 4673-026-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1439

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents ___% completion of the project. TOTAL					

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: ST. JOHNS COUNTY

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

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: St. Johns County PROJECT #: 4673-026-R
PROJECT TYPE: Elevations CONTRACT #: H1439
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____

Signature

Joseph Giammanco, PhD

Name and Title

100 EOC Drive

Street Address

St. Augustine, FL 32092

City, State, Zip

Date

St. Johns County

Sub-Recipient's Name

H1439

DEM Contract Number

4673-026-R

FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4673-026-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 786,064.50
OBLIGATION/ACTION DATE: April 27, 2026
SUBAWARD DATE (if applicable): _____
UEID/SAM#: DKTCSFFFL3Q8

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
 DBA NAME (IF APPLICABLE): _____
 PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
 ADDRESS LINE 1: SEE ABOVE
 ADDRESS LINE 2: SEE ABOVE
 ADDRESS LINE 3: _____
 CITY _____ STATE _____ ZIP CODE+4** _____
 PARENT COMPANY UEID/SAM# (if applicable): _____
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____
 DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to three (3) single-family residential properties located in St. Augustine, Florida 32084.

The scope of work of the proposed project shall elevate the existing structures above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. These residential properties are prone to flooding during storms or hurricanes and have experienced frequent flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA).

The scope of work for these elevation projects shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on continuous foundation walls per engineering designs to the proposed minimum design elevation. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. A professional engineer shall verify that the homes are structurally sound and can withstand elevation. The proposed mitigation project aims to significantly reduce or even eliminate potential future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	409 14 th Street, St. Augustine, Florida 32084	(29.94668, -81.30662)
2)	413 16 th Street, St. Augustine, Florida 32084	(29.945151, -81.306193)
3)	506 14 th Street, St. Augustine, Florida 32084	(29.946751, -81.307833)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

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

ADDRESS LINE 1: SEE ABOVE
ADDRESS LINE 2: SEE ABOVE
ADDRESS LINE 3: SEE ABOVE
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

- i. Salary and bonus.

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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

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

(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 C.F.R. 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 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 C.F.R. 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 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by 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 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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 of \$100,000 or more 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 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Joseph Giammanco, PhD /Director of Emergency Management

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract #: Total Contract Amount: Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	Joseph Giammanco, PhD	
Signature:		
Title:	Director of Emergency Management	
Date:		



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) No.: RFP-DEM-24-25-017

Title: Inspection & Assessment Services Contractors for the Florida Statewide Residential Mitigation Program, Elevate Florida

The State of Florida, Division of Emergency Management, hereby notices its intent to award contracts under RFP-DEM-24-25-017 to the following Respondents:

AtkinsRéalis USA, Inc. (AtkinsRéalis)
Beryl Project Engineering, LLC ("Beryl")
Comal Design Group, LLC (Comal)
Ducky Recovery, LLC
Hunt, Guillot & Associates, LLC (HGA)
Land & Sea Surveying Concepts, Inc.
Mortgage Contracting Service, LLC (MCS)
RT Geosolutions, Inc.
SLSCO LTD (SLS) & Cobalt (LLC)
Southern Earth Sciences, Inc. (SES)
Tetra Tech, Inc.
Tidal Basin Government Consulting, LLC
UES Professional Solutions, LLC (UES)

Final scores of each responsive Proposer are included as an attachment to this Notice of Intent to Award advertisement.

BEGIN POSTING: Date: 4/15/2025 Time: 5:00 P.M.
END POSTING: Date: 4/18/2025 Time: 5:00 P.M.

Respondent Name	Technical Proposal Score	Price Proposal Score	Grand Total
Land & Sea Surveying Concepts	75.00	25.00	100.00
Hunt, Guillot & Associates (HGA)	75.00	16.22	91.22
Beryl Project Engineering	75.00	15.26	90.26
SLS and Cobalt	75.00	13.98	88.98
Southern Earth Sciences	75.00	12.11	87.11
Tidal Basin & Paul Taylor	75.00	7.13	82.13
Comal Design Group	75.00	4.93	79.93
Ducky Recovery	65.00	8.51	73.51
Tetra Tech	65.00	8.32	73.32
AtkinsRéalis USA, Inc. (AtkinsRéalis)	65.00	7.55	72.55
UES Professional Solutions, LLC (UES)	55.00	10.48	65.48
RT Geosolutions	55.00	9.25	64.25
Mortgage Contracting Service (MCS)	45.00	7.69	52.69
SGC Engineering	35.00	4.82	39.82
Engineering Evolution	35.00	2.02	37.02
MidState Inspections	0.00	25.00	25.00
Florida Engineering	10.00	8.61	18.61
Kundlas Consulting Group	0.00	7.49	7.49
Alex Home Inspection Service	0.00	0.00	0.00

**The State of Florida
Division of Emergency Management**



Solicitation Type: Request for Proposal (RFP) Under Executive Order

Title: Inspection & Assessment Services Contractors for the Florida Statewide Residential Mitigation Program, Elevate Florida.

Solicitation No.: RFP-DEM-24-25-017

Procurement Officer: Mina Barekat
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: 850-815-4621
Email: Mina.Barekat@em.myflorida.com

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The Florida Division of Emergency Management (FDEM or Agency) is seeking to establish a pool of qualified Respondents to provide Inspection and Assessment services to implement the statewide residential mitigation grant program, Elevate Florida.

Qualified Respondents will provide a broad range of services that include structural integrity assessments, elevation certificates, construction inspections, geotechnical reports, wind retrofit assessments, and demolition inspections throughout individual projects from pre-construction to closeout. General descriptions of service tasks are outlined in Attachment A, Scope of Work.

This is an ongoing program that will include inspections throughout Florida. Once under contract, Respondents may be assigned inspections in batches, geographically, or other manners as deemed appropriate. Qualified Respondent (s) will be issued a Notice to Proceed to perform services to a subset of homes in each batch based on location, availability, and other factors. This procurement will have a quick turnaround. The Agency expects to have a kickoff meeting within 1 (one) week of Vendor selection for Structural Integrity and Construction Inspection services.

1.2 Background Information

The Agency is implementing Florida's first Statewide Residential Mitigation Program, Elevate Florida. Through Elevate Florida, FDEM will administer two federal mitigation grant programs funded by Federal Emergency Mitigation Assistance (FEMA) under which residential projects are eligible. Each of these programs may have a cost-share requirement for the property owner, due at contract signing. Below are the eligible project types which are further defined in Attachment A, Scope of Work.

Eligible Project Types:

Elevation

Mitigation Reconstruction

Acquisition-Demolition

Wind Retrofits

1.3 Method of Procurement

Emergency procurement under the authority of Executive Order 24-214, as amended and subsequently extended under 25-26.

1.4 Timeline of Events

The table below contains the Timeline of Events for this solicitation. Respondents shall become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made

through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times specified below (Tallahassee, Florida local time). The Agency will not consider late submittals.

Timeline of Events - Action/Location	Event Date	Event Time (Eastern Time)
RFP posted on the VIP.	3/13/2025	TBD
Deadline to submit questions to the Procurement Officer.	3/18/2025	11:00am
Division's anticipated posting of answers to Respondent's questions on the VIP.	3/21/2025	11:00am
Deadline to submit Reply and all required documents to the Procurement Officer via email.	3/31/2025	3:00pm
Evaluations Conducted.	4/1/2025 – 4/8/2025	NA
Evaluator Scores due to Procurement.	4/8/2025	4:00pm
Anticipated Post Notice of Intent to Award on the VIP.	4/14/2025	TBD

1.5 Who May Respond

Respondents must provide proof of the ability to meet the Responsive Requirements listed in the RFP to be considered for award.

1.6 Term

The initial term will begin on the execution date of the Contract and shall end December 31, 2027, unless terminated earlier in accordance with the Contract conditions. Exceptional purchase contracts pursuant to section 287.057 (3)(a) may not be renewed. Contracts will be issued with no guaranteed quantity of requested services. The use of this contract is wholly dependent upon the needs of the Agency.

1.7 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, the Scope of Work, FDEM PO Terms and Conditions, Form PUR 1000 (as it may be updated), and Form PUR 1001 are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

- A. **Acquisition-Demolition** - A structure is purchased from voluntary sellers and demolished, to be maintained by the local community as open space. The local community must agree to participate in this project type.

- B. **Agency** – The Division of Emergency Management.
- C. **Agency Term Contract** – An indefinite quantity contract to furnish commodities or contractual services during a defined period.
- D. **Confidential Information** – A redacted portion of a Respondent's documents, data, or records disclosed relating to its Proposal that the Respondent claims is confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or any other authority.
- E. **Contract** – Any binding agreement that results from this competitive procurement, if any, between the Agency and the Vendor.
- F. **Contractor** - The Vendor or Vendors that enter into a Contract as a result of this solicitation.
- G. **Customer** – The Division of Emergency Management.
- H. **DEMES** – The Division of Emergency Management Enterprise Solution. The Agency's electronic system utilized to request quotes, issue purchase orders during emergencies, and for processing all invoices.
- I. **Mitigation Reconstruction** - The construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. These activities result in the construction of code-compliant and hazard-resistant structures. Mitigation Reconstruction is the alternative to Structure Elevation when the structure is not sound enough to elevate, as determined during application review.
- J. **MyFloridaMarketPlace** - MyFloridaMarketPlace (MFMP) is the State of Florida's eProcurement system.
- K. **Proposal** – The response/reply to an RFP.
- L. **Respondent** - A Vendor who submits a Proposal to this solicitation.
- M. **State** – The State of Florida.
- N. **Structural Elevation** - Physically raising an existing structure.
- O. **State Holiday** - An observed and paid State holiday.
- P. **Subcontractor** – A Vendor that has executed an agreement with the Contractor and has been approved by the Agency to perform services under the Contract.
- Q. **Unit Price** - The maximum amount charged per Inspection/Assessment Service Type, as submitted by the Respondent on Attachment B, Price Proposal.
- R. **Vendor** – As defined in Rule 60A-1.001, F.A.C., and that is capable and in the business of providing the commodities or service as those within the solicitation.
- S. **Vendor Information Portal (VIP)** – The State of Florida's Vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.
- T. **Wind Retrofit** - Measures that reduce the risk of future wind damage to structures. This may include alterations to the roof, windows, doors, and other vulnerable components of structures. Wind mitigation is another alternative for homes that are not sturdy enough to elevate.

1.8 Special Accommodations

Any person requiring special accommodation due to a disability should contact the Agency's Procurement Manager at (850) 815-4606. Requests for accommodation for meetings must be made at least five (5) working days prior to the meeting. A person who is hearing or speech impaired can contact the American with Disabilities Act (ADA) Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.9 Procurement Officer

The Procurement Officer listed below is the sole point of contact for this RFP. All emails to the Procurement Officer should contain the solicitation name and number in the subject line of the email.

Mina Barekat, Purchasing Specialist
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Phone: 850-815-4621
Email: Mina.Barekat@em.myflorida.com

1.10 Order of Precedence for Solicitation

In the event conflict exists among the documents comprising the RFP, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to RFP, if issued (in reverse order of issuance)
- b) Attachment A, Scope of Work
- c) Attachment B, Price Proposal
- d) Technical Proposal Instructions and Evaluation Criteria
- e) Attachment C, FDEM Contractual Service Agreement
- f) This RFP document
- g) Other RFP attachments and Forms

1.11 Purchases from Other Entities

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other state agencies as defined in Rule 60A-1.001(4)(b) and (c), Florida Administrative Code, and Eligible Users as defined per Rule 60A-1.001(4), Florida Administrative Code, may be permitted to make purchases at the terms and conditions contained herein upon written approval from the Agency (Executive Director or designee) prior to contracting and are also required to follow the provisions of section 287.042(16), Florida Statutes.

1.12 Agency's Right to Reject Proposals

The Agency may reject any Proposal not submitted in the manner specified by this solicitation. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may

be rejected as not responsible. The Agency reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

The Agency is placing Vendors on notice of prohibitions. The Agency will not request documentation of, consider, or give preference based on a Respondent's social, political, or ideological interests or preferences, pursuant to section 287.05701 F.S.

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Agency reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Agency determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a Proposal. There is no guarantee that the Agency will waive an omission or deviation, or that any Vendor with a Proposal containing a deviation or omission will be considered for award of this procurement. The Agency may reject any Proposal not submitted in the manner specified by this solicitation.

A deviation from a requirement or condition is material if, in the Agency's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Proposal or on the cost to the State.

SECTION 2. SOLICITATION PROCESS

2.1 Question Submission

Respondents are strongly encouraged to ask questions regarding the RFP including attachments and the proposed Contract terms and conditions. Questions must be submitted in writing via email to the Procurement Officer by the date and time reflected in the 'Timeline of Events' section. Questions and Answers will be posted via an Addendum to the MyFloridaMarketPlace Vendor Information Portal (VIP) by the date and time in the "Timeline of Events" section. The Agency is not obligated to revise the solicitation or attachments.

The Agency requests that questions contain the solicitation number in the subject line of the email. The Questions and Answers Addendum will become part of the solicitation. Questions will not constitute formal protest of the specifications of the solicitation.

Questions are requested to be submitted in the following format:

RFP Section or Attachment Name and Page Number	Question

2.2 Addenda to the Solicitation

The Agency reserves the right to modify this solicitation by issuing addenda. Addenda will be posted on the VIP. It is the responsibility of the Respondent to regularly check for addenda to the RFP. The Respondent is solely responsible for determining whether addenda to the RFP have been issued and for reviewing impact of addenda on the RFP.

2.3 General Contract Conditions and Contract Formation

In accordance with Rule 60A-1.002(7), Florida Administrative Code, Form PUR 1000, General Contract Conditions is included herein by reference. The PUR 1000 can be found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

The following sections of the PUR 1000 are inapplicable:

- Section 5(n). Force Majeure, Notice of Delay, and No Damages for Delay.

The Contract document will consist of the Attachment A, Scope of Work, the Contract document and Forms, Special Conditions, and the Attachment B, Price Proposal submitted by the awarded Respondent upon which the award was based.

This solicitation and all terms, including Forms and Attachments are hereby incorporated into the awarded contract by reference. No additional documents submitted by a Respondent will be incorporated in the Contract. During the solicitation period, the Agency may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

2.4 MyFloridaMarketPlace (MFMP) Registration

Awarded Vendor(s) must complete this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

2.5 Florida Substitute Form W-9 Process

Awarded Vendor(s) must register and complete an electronic Florida Substitute Form W-9 prior to Contract execution. The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

2.6 Division of Emergency Management Enterprise Solution (DEMES)

The Agency has adopted an electronic platform for doing business (requesting quotes, issuing PO's and reviewing/approving invoices). Awarded Contractors are required to register for a DEMES account and utilize the platform. Please visit the DEMES home page for additional DEMES resources and registration information: <https://www.fdemportal.com/vendors/s/login>.

2.7 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State's Division of Corporations to transact business in the State of Florida. Website: www.sunbiz.org.

2.8 Disclosure of Proposal Contents

All documentation produced as part of any RFP will become the exclusive property of the Agency and will not be returned to the Respondent unless withdrawn prior to the RFP opening in accordance with the Modification or Withdrawal of Proposal section.

2.9 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the RFP due date by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the RFP opening.

2.10 Diversity

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Agency supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority- owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified businesses online at the Office of Supplier Development's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at: <https://vendor.myfloridamarketplace.com/search/vendor>.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Agency strongly encourages Vendors doing business with the State to consider becoming a mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: osdinfo@dms.fl.gov.

2.11 Proposal Disqualification

Each Respondent must meet the requirements and possess the experience and personnel resources to provide the products and/or services described in this RFP to be eligible for award. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive.

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its Proposal or Proposals:

- a) More than one Proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b) Evidence of collusion among Vendors.
- c) Any suspension or debarment of the parent company, subsidiary, or individual involved with the Vendor by federal or any state jurisdiction within the last five (5) years.
- d) If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e) If there are any unauthorized additions, interlineations, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

The Agency reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the products/services described in this RFP, as deemed necessary during the RFP or after contract award, if any. The Agency reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

2.12 No Alternate Proposals

Only one Proposal may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Proposal on behalf of one Brand regardless of the number of Brands, subsidiaries, or affiliates owned or controlled by the Respondent.

2.13 Convicted Vendor, Discriminatory, and Antitrust Violator Vendor Lists

a) Convicted Vendor List.

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b) Discriminatory Vendor List.

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on

a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c) Antitrust Violator Vendor List.

Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

2.14 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the Vendor, and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

2.15 Florida Accountability Contract Tracking System (FACTS)

On March 1, 2012, the Department of Financial Services (DFS) implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images as required per section 215.985, Florida Statute. The link to the DFS FACTS public website is: <https://facts.fldfs.com>.

2.16 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Agency may request, and the Respondent shall provide supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

SECTION 3. RESPONDING TO THE SOLICITATION

3.1 How to Submit a Proposal

Submissions must be forwarded via email to the Procurement Officer in pdf. format no later than the date and time provided in the 'Timeline of Events' section of this RFP (or as revised by addenda). Submissions should include the following in the

subject line:
Responding Vendor Name
Solicitation Number: RFP-DEM-24-25-017

3.2 PUR 1001, General Instructions

The PUR 1001, General Instructions to Respondents, are incorporated by reference and can be found at:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>.

The following sections of the PUR 1001 (General Instructions) are inapplicable:

- *Section 3. Electronic Submissions: Section 3.1 of this RFP will supersede.*
- *Section 4. Terms and Conditions: Section 1.10 of this RFP will supersede.*
- *Section 5. Questions: Section 2.1 of this RFP will supersede.*

3.3 Scoring Criteria

Proposals will be evaluated and scored according to the following criteria:

Technical Proposal Criteria

- Relevant Experience - up to 25 points.
- Capability and Capacity - up to 25 points.
- Technical Approach & Methodology - up to 25 points.

Price Proposal

- Inspection & Assessment Service Types - up to 25 points per Inspection/Assessment type.

3.4 Mandatory Proposal Requirements and Format

Proposals should contain the following mandatory information, forms, and certifications. Vendors should utilize and title the individual sections in their proposal as outlined below in section a) through g).

Failure of the Respondent to provide any information as required by this section may result in a score of zero for that element of the evaluation.

a) Transmittal Letter/ Letter of Interest

The Respondent must submit a transmittal letter on the Respondent's letterhead with the following information: Company name, physical address, and primary point of contact information.

Respondent shall specify which Inspection and Assessment Services of the Attachment A, Scope of Work they can perform. Respondents will be evaluated on the Inspection and Assessment service they specify and assigned work only for that service. Respondents who specify Structural Integrity Assessments and Wind Retrofit Assessments must also be able to provide Construction Inspection

Services. This letter must be signed by a principal representative of the applicant firm.

b) Relevant Experience

Respondent shall provide a brief history of firm relevant experience including a general background, knowledge of and experience working on residential projects. Provide a description of previous experience and understanding of Hazard Mitigation Assistance (HMA) residential projects if applicable. Include a project list demonstrating proficiency in the applicable scope. Respondent shall provide all applicable licensure information for verification purposes.

Respondents can demonstrate experience by describing your company's number of years' experience providing like services, identifying clients, and describing past projects. Examples should include entity name, contract amount or total spend information, specific dates, locations, and the nature of the project for which the Respondent provided these services. Demonstrated familiarity or prior experience with HMA programs for grant compliance purposes is preferred.

How will Relevant Experience be scored

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Inspection and Assessment services as outlined in the Scope of Work.	0
Respondent demonstrates a <u>minimal</u> level of quality, depth, or relevance in experience in providing Inspection and Assessment services as outlined in the Scope of Work.	5
Respondent demonstrates a <u>good</u> level of quality, depth, or relevance in experience in providing Inspection and Assessment services as outlined in the Scope of Work.	15
Respondent demonstrates an <u>extensive</u> level of quality, depth, or relevance in experience in providing Inspection and Assessment services as outlined in the Scope of Work.	25

c) Capability and Capacity

Respondent shall provide a concise profile of the organization to include organization structure, capacity, and unique qualifications. Include a brief narrative on the background of the Company. Outline the details of the firm's size, date established and ownership. Respondent shall provide a statement of the firm's resources and capacity and demonstrated scalability to carry out the timelines as established by the Attachment A, Scope of Work. **Please provide within your narrative a description of ability to scale as needed for concurrent inspections. Describe capacity to complete inspections across multiple regions. Include licensure information for each identified staff member.**

How we will score Capability and Capacity

Evaluation Criteria	Points
---------------------	--------

Respondent's proposal does not demonstrate the Respondent's ability to provide the support personnel statewide to accomplish the goals of this project.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide the support personnel statewide to accomplish the goals of this project.	5
Respondent's proposal demonstrates that the Respondent has a good ability to provide the support personnel statewide to accomplish the goals of this project.	15
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide the support personnel statewide to accomplish the goals of this project.	25

d) Technical Approach and Methodology

Respondent shall describe their understanding of the selected components of the Attachment A, Scope of Work, and provide a description of how the work will be performed.

How we will score Technical Approach and Methodology

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's understanding of the components of the Attachment A, Scope of Work, and does not provide methods for completing the SOW milestones.	0
Respondent's proposal demonstrates that the Respondent has minimal understanding of the components of the Attachment A, Scope of Work and provides poor methods for completing the SOW milestones.	5
Respondent's proposal demonstrates that the Respondent has a good understanding of the components of the Attachment A, Scope of Work and provides methods for completing the SOW milestones.	15
Respondent's proposal demonstrates that the Respondent has an exceptional understanding of the components of the Attachment A, Scope of Work and provides sound methods for completing the SOW milestones.	25

e) Attachment B – Price Proposal

Respondent shall complete and submit pricing on the Attachment B, Price Proposal, provided. The Price Proposal is broken down by the following Inspection and Assessment Service types: Structural Integrity Assessments & Construction Inspections, Geotechnical Reports, Elevation Certificates, Demolition Inspections, Wind Retrofit Assessments & Construction Inspections.

Respondents should only complete a Price Proposal applicable to the Inspection and Assessment Service types they perform, and as identified in your Transmittal Letter/Letter of Interest.

Ensure to complete the Price Proposal fully. Unit pricing per inspection type shall be all-inclusive and include all charges for airfare, lodging, meals, vehicle rental, fuel, parking, tolls, or any other travel expense, incidentals or associated costs required to satisfy all requirements of Attachment A, Scope of Work.

Respondents are asked to identify their preferred service region (according to FDEM Regions Map located in the Attachment A, Scope of Work). The Agency will take preference into consideration, however, cannot guarantee work will be assigned strictly to preference.

Failure by the Respondent to provide pricing as described shall result in the Proposal being deemed non-responsive and therefore, the Proposal shall be rejected. Footnotes, notations, additions, and exceptions made in reference to or on Attachment B, Price Proposal will not be considered.

How we will score price proposals

Price proposals for each Inspection and Assessment Service type will be calculated separately. The Respondent may be awarded up to **25 points** for its Attachment B, Price Proposal. The Respondent will receive points based on the following methodology:

The Respondent with the lowest sum of all unit pricing per each Inspection and Assessment Service type, will receive the maximum score for that category. Other Respondents will receive points based on the following formula:

$$(X \div N) \times M = Z$$

Where:

X = lowest sum of all unit pricing per Inspection for the specific Inspection and Assessment Service type from all Respondents.

N = Respondent's sum of all unit pricing per Inspection for the specific Inspection and Assessment Service type.

M = Maximum score possible for each Inspection and Assessment Service type.

Z = points awarded

f) Required Forms

Complete and submit the required Forms, below:

Form 1 – Vendor Acknowledgement

Form 2 – PUR 7801 Vendor Certification Form

Form 3 – Subcontracting (use one per each subcontractor)

Form 4 – Addenda Acknowledgement (if applicable)

Form 5 – PUR 1355, Foreign Countries of Concern Contract Attestation

Form 6 – PUR 2024, Use of Coercion and Forced Labor

Do not utilize your own forms or alter these forms in any way.

g) Certifications

If the following documents do not apply to your company, the Respondent may omit. If applicable, submit the following Certifications:

- Certification of Women and Minority Business.
- Certification of Wartime or Service-Disabled Veteran.
- Evidence of MyFloridaMarketPlace registration.
<https://vendor.myfloridamarketplace.com/>
- Evidence of completion of an electronic Substitute Form W-9.
<https://flvendor.myfloridacfo.com/>
- Evidence of a current and active registration with the Department of State or a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes.

3.7 Responsive Requirements

The Procurement Officer will review Proposals to determine if they are Responsive and Responsible utilizing the requirements outlined below.

- a) Was the proposal received by the date and time in the Timeline of Events?
- b) Did the Respondent sign and submit all required forms?
- c) Did the Respondent submit a pdf. file that contains all information as required by Section 3.4, Mandatory Proposal Requirements and Format to include a fully completed Attachment B, Price Proposal?

3.8 Subcontracting

Use of subcontractors must be clearly documented in the Respondents Proposal by utilizing the Subcontracting Form. Awarded Vendors shall only use those subcontractors properly and specifically identified in Respondent's Proposal. Subcontractors must meet the same minimum qualifications. The Agency retains the right to refuse the subcontractors you have selected. The Vendor shall be fully responsible for all work performed under the Contract. See Attachment A, Scope of Work for additional subcontracting requirements.

3.9 Public Records & Respondent Confidential Information

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Proposals are public records and are subject to disclosure unless exempt from disclosure by law. ***If the Respondent considers any portion of its Proposal to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Agency with a separate, redacted copy of its Proposal. For each portion redacted, the Respondent must briefly describe in writing the grounds for claiming exemption, including the specific statutory citation***

for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Agency's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Proposals are exempt from production in response to public records requests until such time as the Agency provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, the Agency will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Agency will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Agency will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Agency becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Agency will give the Respondent notice of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Agency will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Agency for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are Confidential Information. ***If a Respondent fails to submit a redacted copy in accordance with this section, the Agency is authorized to produce the entire material submitted to the Agency in response to a public records request for, or demand for discovery or disclosure of, these records.***

SECTION 5. BASIS OF AWARD

5.1 Scoring Calculation

The Agency intends to award Contracts to the most responsive and responsible Respondent's whose Proposals are determined to be the best value to the state. An award of a Contract does not guarantee usage. Usage of all Contracts will be determined by the Agency.

Responses will be scored by the Evaluation team with the criteria set forth in Section 3.4 of this RFP. The Procurement Officer will average the proposal scores

to determine each Respondent's Final Score. Only the Procurement Officer will review and score Respondent's Price Proposal.

The Agency will combine the Respondent's Mandatory Proposal Requirements and Respondent's Grand Total calculated points for price to determine the Respondent's Final Evaluation Score. Awards will be made to the highest average scored Respondents, scoring a minimum of 45 points or higher combined Mandatory Proposal Requirements and pricing.

The Agency has the right to award multiple contracts for all or part of the work contemplated by this solicitation. The Agency reserves the right to accept or reject all offers, and to waive any minor irregularity, technicality, or omission if the Agency determines that doing so will serve the best interest of the State. An irregularity is not material and therefore minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. Furthermore, the Agency has the right to use products or services from any awarded Vendor, for any line item, simultaneously and at the Agency's discretion.

5.2 Agency Decision

The Agency will post a Notice of Intent to Award on the MFMP VIP website: <https://vendor.myfloridamarketplace.com/>.

5.3 Background Check Requirements

All awarded contracted staff shall successfully pass a level 2 background check which will be conducted at the Contractor's expense. A copy of the background report must be provided to the Contract Manager before a task order is assigned.

SECTION 6. ATTACHMENTS AND FORMS

6.1 Attachments

Attachment A – Scope of Work
Attachment B – Price Proposal
Attachment C – FDEM Contractual Services Agreement

6.2 Forms

Required forms to be returned with Proposal:
Form 1 – Vendor Acknowledgement
Form 2 – PUR 7801 Vendor Certification Form
Form 3 – Subcontracting (use one per each subcontractor)
Form 4 – Addenda Acknowledgement (if applicable)
Form 5 – PUR 1355, Foreign Countries of Concern Contract Attestation
Form 6 – PUR 2024, Use of Coercion and Forced Labor



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



NOTICE OF INTENT TO AWARD

Request for Qualifications (RFQ) No.: RFQ-DEM-24-25-021

Title: Contractors for the Florida Statewide Residential Mitigation Program, Elevate Florida.

The State of Florida, Division of Emergency Management, hereby notices its intent to award contracts under RFQ-DEM-24-25-021 to the following Respondents:

Arkitektura Development, Inc.
AshBritt, Inc.
Baumgardner House Raising, LLC
Brizo Construction, LLC
Byrdson Services, LLC
CF Breeze Management, LLC
Creative Cottages Inc.
Davie Shoring, Inc.
Disaster South, LLC - CDR Maguire, Inc.
DSW Homes, Inc.
Ducky Recovery, LLC
Galveston Piling, LLC
Hydra Engineering & Construction, LLC
JAS Builders
James W. Turner Construction (JWTC), Ltd.
Lamar Construction Co. of Louisiana, LLC
Lemoine Disaster Recovery, LLC
Maloney Homes
Mortgage Contracting Services (MCS), LLC
MGN Contracting, Inc.
Partners In Construction, Inc.
Randall Mechanical, Inc.
Samsula Waste, Inc. dba Samsula Demolition
Shepherd Response, LLC
Tarpon X LLC DBA Hamilton Constructors
The Partners Contracting Group, Inc.
Timberline Construction Group, LLC
Unified Foundations LLC

Final scores of each responsive Proposer are included as an attachment to this Notice of Intent to Award advertisement.

BEGIN POSTING: Date: 7/9/2025 Time: 3:00 P.M.

END POSTING: Date: 7/14/2025 Time: 3:00 P.M.

RFP-DEM-24-25-021 Overall Final Scores (Technical)

Respondent Name	Technical Score	Comment
Byrdson Services LLC	98	Award
Lemoine Disaster Recovery LLC	98	Award
Samsula Waste, Inc. dba Samsula Demolition	98	Award
Brizo Construction	94	Award
MCS	90	Award
CDR Maguire	88	Award
DSW Homes	88	Award
Partners In Construction, Inc.	85	Award
Randall Machanical, Inc.	85	Award
Shepherd Response LLC	85	Award
JWTC	84	Award
CF Breeze Management LLC	81	Award
Baumgardner House Raising, LLC	80	Award
Timberline Construction Group LLC	80	Award
Hydra Engineering & Construction LLC	79	Award
Arkitektura Development, Inc.	76	Award
JAS Builders	76	Award
Davie Shoring, Inc.	74	Award
AshBritt	70	Award
The Partners Contracting Group, Inc.	70	Award
Galveston Piling LLC	69	Award
Ducky Recovery LLC	68	Award
Tarpon X LLC dba Hamilton Constructors	66	Award
Maloney Homes	65	Award
United Foundations LLC	63	Award
Lamar Construction Co. of Louisiana LLC	56	Award
Creative Cottages, Inc.	53	Award
MGN Contracting, Inc.	50	Award
Assist2Build, Inc	40	No Award
MLU Services LLC	40	No Award
Dynamic Group LLC	36	No Award
Bluewater Builders LLC	24	No Award
Ranch USA Homes, Inc.	23	No Award
Totem Construction and Real Estate LLC	21	No Award
Seasafe Homes	19	No Award
Bonita Builders LLC	14	No Award
Royal Corinthian Homes, Inc	11	No Award
Core Development Group LLC	8	No Award

Titan Foundation Repair Specialist LLC	8	No Award
Just Counters & Other Stuff, Inc.	6	No Award
Millers' Coastal Construction	5	No Award
Riveras Flooring, Inc.	3	No Award
Triton Building Group	0	No Award
Wayne Frier Home	0	No Award
Draft Construction	DQ	No Award
MAXXIM Construction and Roofing, LLC	DQ	No Award
Planet Three Consulting Corp	DQ	No Award

The State of Florida
Division of Emergency Management



Solicitation Type: Request for Qualifications (RFQ) Under Executive Order

Title: Contractors for the Florida Statewide Residential Mitigation Program, Elevate Florida.

Solicitation No.: RFQ-DEM-24-25-021

Procurement Officer: Mina Barekat
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: 850-815-4621
Email: Mina.Barekat@em.myflorida.com

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The Florida Division of Emergency Management (“Agency” or “FDEM”) is seeking to establish a pool of qualified Contractors to provide Construction Services to implement the statewide residential mitigation grant program, Elevate Florida.

Qualified Respondents will provide a broad range of residential construction and professional design services that will include elevation of properties, demolition and clearing of properties and land, reconstruction of properties, and wind retrofit modifications to enhance the resistance of properties to wind-related damages. General descriptions of service tasks are outlined in Attachment A, Scope of Work.

This program is in support of Executive Order 24-214, as amended and subsequently extended under 25-26. Due to the underlying emergency management action, the Agency intends to move forward quickly with the establishment of a contract and task orders to follow. Contractors should be able to provide immediate support under this contract. The Agency expects to have a kickoff meeting within 1 (one) week of Contractor selection for Construction and Design services.

1.2 Background Information

The Agency is implementing Contractors for the Florida’s first Statewide Residential Mitigation Program, Elevate Florida. Through Elevate Florida, FDEM will administer two federal mitigation grant programs funded by Federal Emergency Mitigation Assistance (FEMA) under which residential projects are eligible. Each of these programs may have a cost-share requirement for the property owner, due at contract signing.

Qualified Respondents will provide a broad range of residential construction and professional design services that will include elevation of properties, demolition and clearing of properties and land, reconstruction of properties, and wind retrofit modifications to enhance the resistance of properties to wind-related damages.

Below are the eligible project types which are further defined in Attachment A, Scope of Work.

Eligible Project Types:

Elevation

Mitigation Reconstruction

Acquisition-Demolition

Wind Retrofits

1.3 Method of Procurement

Emergency procurement under the authority of Executive Order 24-214, as amended and subsequently extended under 25-26.

1.4 Timeline of Events

The table below contains the Timeline of Events for this solicitation. Respondents shall become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times specified below (Tallahassee, Florida local time). The Agency will not consider late submittals.

Timeline of Events - Action/Location	Event Date	Event Time (Eastern Time)
RFQ posted on the VIP.	5/15/2025	TBD
Non-Mandatory Pre-Bid Conference Teams Meeting Link Teams Meeting ID: 264 233 475 049 4 Teams Meeting Passcode: SE7iF9oe	5/19/2025	11:00am
Deadline to submit questions to the Procurement Officer.	5/21/2025	11:00am
Division's anticipated posting of answers to Respondent's questions on the VIP.	5/23/2025	11:00am
Deadline to submit Reply and all required documents to the Procurement Officer via email.	6/5/2025	3:00pm
Evaluations Conducted.	6/6/2025 – 6/13/2025	NA
Evaluator Scores due to Procurement.	6/13/2025	4:00pm
Anticipated Post Notice of Intent to Award on the VIP.	7/1/2025	TBD

1.5 Who May Respond

Respondents must provide proof of the ability to meet the Responsive Requirements listed in the RFQ to be considered for award.

1.6 Term

The initial term will begin on the execution date of the Contract and shall end December 31, 2027, unless terminated earlier in accordance with the Contract conditions. Exceptional purchase contracts pursuant to section 287.057 (3)(a) may not be renewed. Contracts will be issued with no guaranteed quantity of requested services. The use of this contract is wholly dependent upon the needs of the Agency.

1.7 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, the Scope of Work, FDEM PO Terms and Conditions, Form PUR 1000 (as it may be updated), and Form PUR 1001 are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

- A. **Acquisition-Demolition** - A structure is purchased from voluntary sellers and demolished, to be maintained by the local community as open space. The local community must agree to participate in this project type.
- B. **Agency** – The Division of Emergency Management.
- C. **Agency Term Contract** – An indefinite quantity contract to furnish commodities or contractual services during a defined period.
- D. **Confidential Information** – A redacted portion of a Respondent's documents, data, or records disclosed relating to its Proposal that the Respondent claims is confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or any other authority.
- E. **Contract** – Any binding agreement that results from this competitive procurement, if any, between the Agency and the Vendor.
- F. **Contractor** - The Vendor or Vendors that enter into a Contract as a result of this solicitation.
- G. **Customer** – The Division of Emergency Management.
- H. **DEMES** – The Division of Emergency Management Enterprise Solution. The Agency's electronic system utilized to request quotes, issue purchase orders during emergencies, and for processing all invoices.
- I. **Mitigation Reconstruction** - The construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. These activities result in the construction of code-compliant and hazard-resistant structures. Mitigation Reconstruction is the alternative to Structure Elevation when the structure is not sound enough to elevate, as determined during application review.
- J. **MyFloridaMarketPlace** - MyFloridaMarketPlace (MFMP) is the State of Florida's eProcurement system.
- K. **Proposal** – The response/reply to an RFQ.
- L. **Respondent** - A Vendor who submits a Proposal to this solicitation.
- M. **State** – The State of Florida.
- N. **Structural Elevation** - Physically raising an existing structure.
- O. **State Holiday** - An observed and paid State holiday.
- P. **Subcontractor** – A Vendor that has executed an agreement with the Contractor and has been approved by the Agency to perform services under the Contract.
- Q. **Unit Price** - The maximum amount charged per Construction Service Type, as submitted by the Respondent on Attachment B, Price Proposal.
- R. **Vendor** – As defined in Rule 60A-1.001, F.A.C., and that is capable and in the business of providing the commodities or service as those within the solicitation.

- S. **Vendor Information Portal (VIP)** – The State of Florida's Vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.
- T. **Wind Retrofit** - Measures that reduce the risk of future wind damage to structures. This may include alterations to the roof, windows, doors, and other vulnerable components of structures. Wind mitigation is another alternative for homes that are not sturdy enough to elevate.

1.8 Special Accommodations

Any person requiring special accommodation due to a disability should contact the Agency's Procurement Manager at (850) 815-4606. Requests for accommodation for meetings must be made at least five (5) working days prior to the meeting. A person who is hearing or speech impaired can contact the American with Disabilities Act (ADA) Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.9 Procurement Officer

The Procurement Officer listed below is the sole point of contact for this RFQ. All emails to the Procurement Officer should contain the solicitation name and number in the subject line of the email.

Mina Barekat, Purchasing Specialist
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Phone: 850-815-4621
Email: Mina.Barekat@em.myflorida.com

1.10 Order of Precedence for Solicitation

In the event conflict exists among the documents comprising the RFQ, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to RFQ, if issued (in reverse order of issuance)
- b) Attachment A, Scope of Work
- c) Attachment B, Price Proposal
- d) Technical Proposal Instructions and Evaluation Criteria
- e) Attachment C, FDEM Contractual Service Agreement
- f) This RFQ document
- g) Other RFQ attachments and Forms

1.11 Purchases from Other Entities

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other state agencies as defined in Rule 60A-1.001(4)(b) and (c), Florida Administrative Code, and Eligible Users as defined per Rule 60A-1.001(4), Florida Administrative Code, may be permitted to make purchases at the terms and conditions contained herein upon written approval from the Agency (Executive

Director or designee) prior to contracting and are also required to follow the provisions of section 287.042(16), Florida Statutes.

1.12 Agency's Right to Reject Proposals

The Agency may reject any Proposal not submitted in the manner specified by this solicitation. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Agency reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

The Agency is placing Vendors on notice of prohibitions. The Agency will not request documentation of, consider, or give preference based on a Respondent's social, political, or ideological interests or preferences, pursuant to section 287.05701 F.S.

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Agency reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Agency determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a Proposal. There is no guarantee that the Agency will waive an omission or deviation, or that any Vendor with a Proposal containing a deviation or omission will be considered for award of this procurement. The Agency may reject any Proposal not submitted in the manner specified by this solicitation.

A deviation from a requirement or condition is material if, in the Agency's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Proposal or on the cost to the State.

SECTION 2. SOLICITATION PROCESS

2.1 Question Submission

Respondents are strongly encouraged to ask questions regarding the RFQ including attachments and the proposed Contract terms and conditions. Questions must be submitted in writing via email to the Procurement Officer by the date and time reflected in the 'Timeline of Events' section. Questions and Answers will be posted via an Addendum to the MyFloridaMarketPlace Vendor Information Portal (VIP) by the date and time in the "Timeline of Events" section. The Agency is not obligated to revise the solicitation or attachments.

The Agency requests that questions contain the solicitation number in the subject line of the email. The Questions and Answers Addendum will become part of the solicitation. Questions will not constitute formal protest of the specifications of the solicitation.

Questions are requested to be submitted in the following format:

RFQ Section or Attachment Name and Page Number	Question

2.2 Addenda to the Solicitation

The Agency reserves the right to modify this solicitation by issuing addenda. Addenda will be posted on the VIP. It is the responsibility of the Respondent to regularly check for addenda to the RFQ. The Respondent is solely responsible for determining whether addenda to the RFQ have been issued and for reviewing impact of addenda on the RFQ.

2.3 General Contract Conditions and Contract Formation

In accordance with Rule 60A-1.002(7), Florida Administrative Code, Form PUR 1000, General Contract Conditions is included herein by reference. The PUR 1000 can be found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

The following sections of the PUR 1000 are inapplicable:

- Section 5(n). Force Majeure, Notice of Delay, and No Damages for Delay.

The Contract document will consist of the Attachment A, Scope of Work, the Contract document and Forms, Special Conditions, and the Attachment B, Price Proposal submitted by the awarded Respondent upon which the award was based.

This solicitation and all terms, including Forms and Attachments are hereby incorporated into the awarded contract by reference. No additional documents submitted by a Respondent will be incorporated in the Contract. During the solicitation period, the Agency may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

2.4 MyFloridaMarketPlace (MFMP) Registration

Awarded Vendor(s) must complete this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

2.5 Florida Substitute Form W-9 Process

Awarded Vendor(s) must register and complete an electronic Florida Substitute Form W-9 prior to Contract execution. The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Form W-9. For

instructions on how to complete the Florida Substitute Form W-9, please visit:
<https://flvendor.myfloridacfo.com/>.

2.6 Division of Emergency Management Enterprise Solution (DEMES)

The Agency has adopted an electronic platform for doing business (requesting quotes, issuing PO's and reviewing/approving invoices). Awarded Contractors are required to register for a DEMES account and utilize the platform. Please visit the DEMES home page for additional DEMES resources and registration information:
<https://www.fdemportal.com/vendors/s/login>.

2.7 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State's Division of Corporations to transact business in the State of Florida. Website:
www.sunbiz.org.

2.8 Disclosure of Proposal Contents

All documentation produced as part of any RFQ will become the exclusive property of the Agency and will not be returned to the Respondent unless withdrawn prior to the RFQ opening in accordance with the Modification or Withdrawal of Proposal section.

2.9 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the RFQ due date by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the RFQ opening.

2.10 Diversity

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Agency supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority- owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified businesses online at the Office of Supplier Development's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at:
<https://vendor.myfloridamarketplace.com/search/vendor>.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Agency strongly encourages Vendors doing business with the State to

consider becoming a mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: osdinfo@dms.fl.gov.

2.11 Proposal Disqualification

Each Respondent must meet the requirements and possess the experience and personnel resources to provide the products and/or services described in this RFQ to be eligible for award. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive.

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its Proposal or Proposals:

- a) More than one Proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b) Evidence of collusion among Vendors.
- c) Any suspension or debarment of the parent company, subsidiary, or individual involved with the Vendor by federal or any state jurisdiction within the last five (5) years.
- d) If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e) If there are any unauthorized additions, interlineations, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

The Agency reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the products/services described in this RFQ, as deemed necessary during the RFQ or after contract award, if any. The Agency reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

2.12 No Alternate Proposals

Only one Proposal may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Proposal on behalf of one Brand regardless of the number of Brands, subsidiaries, or affiliates owned or controlled by the Respondent.

2.13 Convicted Vendor, Discriminatory, and Antitrust Violator Vendor Lists

a) Convicted Vendor List.

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building

or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b) Discriminatory Vendor List.

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c) Antitrust Violator Vendor List.

Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

2.14 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the Vendor, and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

2.15 Florida Accountability Contract Tracking System (FACTS)

On March 1, 2012, the Department of Financial Services (DFS) implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images as required per section 215.985, Florida Statute. The link to the DFS FACTS public website is: <https://facts.fldfs.com>.

2.16 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Agency may request, and the

Respondent shall provide supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

SECTION 3. RESPONDING TO THE SOLICITATION

3.1 How to Submit a Proposal

Submissions must be forwarded via email to the Procurement Officer in pdf. format no later than the date and time provided in the 'Timeline of Events' section of this RFQ (or as revised by addenda). Submissions should include the following in the subject line:

Responding Vendor Name

Solicitation Number: RFQ-DEM-24-25-021

3.2 PUR 1001, General Instructions

The PUR 1001, General Instructions to Respondents, are incorporated by reference and can be found at:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>.

The following sections of the PUR 1001 (General Instructions) are inapplicable:

- *Section 3. Electronic Submissions: Section 3.1 of this RFQ will supersede.*
- *Section 4. Terms and Conditions: Section 1.10 of this RFQ will supersede.*
- *Section 5. Questions: Section 2.1 of this RFQ will supersede.*

3.3 Scoring Criteria

Proposals will be evaluated and scored according to the following criteria:

Technical Proposal Criteria

- Relevant Firm Experience and Key Personnel - up to 40 points.
- Capability and Capacity - up to 20 points.
- Technical Approach and Methodology - up to 40 points.

3.4 Responsiveness Criteria

Respondents shall submit the following information to the Agency in response to this RFQ to be deemed responsive. Vendors should utilize and title the individual sections in their proposal as outlined below in section a) through i).

Failure of the Respondent to provide any information as required by this section may result in a score of zero for that element of the evaluation.

a) Transmittal Letter/ Letter of Interest

The Respondent must submit a transmittal letter on the Respondent's letterhead with the following information: Company name, physical address, and primary point of contact information.

Respondent shall provide a concise profile of the organization to include organization structure, capacity, and unique qualifications. Include a brief narrative on the background of the Company. Outline the details of the firm's size, date established and ownership.

Respondent shall specify which components of the scope of services, as outlined below, they can perform and in which regions (See Location of Services) they can and are willing to operate in. Respondents will be evaluated on the service(s) they specify and assigned work only for that service. This letter must be signed by a principal representative of the applicant firm.

Services include the following:

1. Elevation
2. Elevation – Mobile/Manufactured Homes
3. Mitigation Reconstruction
4. Mitigation Reconstruction – Mobile/Manufactured Homes
5. Acquisition and Demolition
6. Wind Retrofit

b) Relevant Firm Experience/Key Personnel

Respondent shall provide a brief history of relevant experience including a general background, knowledge of and experience working on residential projects. Provide a description of previous experience and understanding of Hazard Mitigation Assistance (HMA) residential projects if applicable. Include a project list demonstrating proficiency in the applicable scope. Respondent shall provide all applicable licensure information for verification purposes.

Experience: Respondents can demonstrate experience by describing your company's number of years' experience providing like services, identifying clients, and describing past projects. Examples should include entity name, contract amount or total spend information, specific dates, locations, and the nature of the project for which the Respondent provided these services. Demonstrated familiarity or prior experience with HMA programs for grant compliance purposes is preferred.

Key Personnel: Respondent shall identify a Program Manager, a Professional Engineer, and a lifter (for Elevation Projects only) with valid and current Florida licenses and provide their resumes for review. The **Program Manager** must have a minimum of five years of experience, with ten years of experience preferred, in residential hazard mitigation. The **Professional Engineer** must have a minimum of five years of experience and be licensed in the state of Florida. The **lifter** must have a minimum of five years of experience and experience with elevation projects. It is preferred that key personnel have relevant respective degrees in construction management, civil engineering, and/or architecture. Respondent shall also identify other sub-contractors or in-house personnel and applicable licensure information (plumber, electrician etc.).

How we will score Relevant Firm Experience/Key Personnel

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevant experience in providing the eligible project types, licensure, or key personnel experience as outlined in the Scope of Work.	0
Respondent demonstrates a <u>minimal</u> level of quality, depth, or relevant experience in providing the eligible project types, licensure, or key personnel experience as outlined in the Scope of Work.	10
Respondent demonstrates an <u>acceptable/adequate</u> level of quality, depth, or relevant experience in providing the eligible project types, licensure, or key personnel experience as outlined in the Scope of Work.	20
Respondent demonstrates a <u>good</u> level of quality, depth, or relevant experience in providing the eligible project types, licensure, or key personnel experience as outlined in the Scope of Work.	30
Respondent demonstrates an <u>extensive</u> level of quality, depth, or relevant experience in providing the eligible project types, licensure, or key personnel experience as outlined in the Scope of Work.	40

c) Capability & Capacity

Respondent shall provide a statement of the firm's resources and capacity to carry out the scope of work in a timely manner. This statement should include the firm's approach to subcontractor management and delineation of which task(s) the Contractor intends to deliver and which task(s) the Contractor intends to subcontract. In addition, this section should state the firm's ability to deploy licensed professional engineer(s) to support design reviews. The Respondent shall also demonstrate a proven track record of managing and executing construction projects across multiple locations, simultaneously, supported by a capable team and communication infrastructure. The Respondent shall note ability to perform task(s) statewide to meet the goals of the project. The Respondent shall note how many properties can be done concurrently, and shall efficiently allocate resources, maintain local expertise, and utilize project management tools to handle concurrent operations without compromising quality or timelines.

How we will score Capability & Capacity

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide the support personnel statewide to accomplish the goals of this project.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide the support personnel statewide to accomplish the goals of this project.	5

Respondent's proposal demonstrates that the Respondent has <u>acceptable/adequate</u> ability to provide the support personnel statewide to accomplish the goals of this project.	10
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide the support personnel statewide to accomplish the goals of this project.	15
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide the support personnel statewide to accomplish the goals of this project.	20

d) Technical Approach and Methodology

Respondent shall describe their understanding of the eligible project types of the Attachment A, Scope of Work, and provide a description of their approach to the work to be performed including Project Planning, Scheduling, Construction methods, and a Risk Management Plan that provides a brief, preliminary hurricane contingency plan, in the case that an underway construction project is in the path of severe storm conditions.

How we will score Technical Approach and Methodology

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's understanding of the components of the Attachment A, Scope of Work, and does not provide methods for completing the SOW milestones.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> understanding of the components of the Attachment A, Scope of Work and provides poor methods for completing the SOW milestones.	10
Respondent's proposal demonstrates that the Respondent has <u>acceptable/adequate</u> understanding of the components of the Attachment A, Scope of Work and provides poor methods for completing the SOW milestones.	20
Respondent's proposal demonstrates that the Respondent has a <u>good</u> understanding of the components of the Attachment A, Scope of Work and provides methods for completing the SOW milestones.	30
Respondent's proposal demonstrates that the Respondent has an <u>exceptional</u> understanding of the components of the Attachment A, Scope of Work and provides sound methods for completing the SOW milestones.	40

e) Litigation Activities

Respondent must provide a comprehensive disclosure of any current or past litigation within the last five (5) years, including case details, status, outcome, and potential impact on their ability to perform the services requested in this scope of

work. This disclosure will be reviewed as part of the overall evaluation process, and failure to disclose relevant litigation or providing false information may result in Respondent disqualification.

f) Audited Financial Statement

Respondent must provide three (3) years of audited financial statements which includes a detailed examination of four key financial reports: a balance sheet, cash flow statement, income statement and statement of changes in equity. It should also include an opinion letter from the Certified Public Accountant (CPA) assessing their reliability.

- **Balance sheet:** Provide a snapshot of your business assets, shareholder equity, liabilities and debts at a specific point in time.
- **Cash flow statement:** Provide tracks cash and cash equivalents moving in and out of your company's accounts. Cash equivalents include bank deposits, cash-convertible assets and short-term investments. Cash includes both cash available on hand and money stored in demand deposits. Cash equivalents must have maturities of 90 days or less.
- **Income statement (Profit and loss statement):** Detail your company's revenue, expenses, and net gain or loss that captures that performance over a period, such as a fiscal year.
- **Statement of changes in equity:** Provide details of all changes to your company's value to shareholders or owners during an accounting period, including net income and contributions or withdrawals.
- **Opinion letter:** A CPA firm issue an opinion letter summarizing its findings and assessing the fairness and accuracy of the financial statements.

g) Attachment B, Price Proposal Instructions

Price will not be scored. However, Pricing will become part of an awarded Contract and remain through the life of the Contract.

Contractors must complete the Construction Contractor Pricing proposal for all applicable project types. While these Pricing proposals are not evaluative, providing fair and reasonable estimates is important in the State's estimation process to FEMA. These Pricing proposals are intended to capture estimated costs for the four different residential mitigation project types (i.e., Elevation, Acquisition-Demolition, Mitigation Reconstruction, Wind Retrofit). On each Pricing proposal, Contractors will complete a section pertaining to preferred service region(s) and shall provide a multiplication factor for each region the Contractor is bidding in.

Multiplication factors will be used to adjust the project costs as estimates are created in each region. Each Pricing proposal contains several sections where Contractors will enter pricing for a set of predetermined items. For Elevation and Acquisition-Demolition projects, Contractors will provide project costs based on several different factors specific to project types (i.e., Foundation Type, Construction Type, Lift Height, Structure Footprint). Contractors must also provide a breakdown of the costs provided on the Pricing proposal. The Pricing proposal

automatically calculates the percentage share of total cost that each line item makes up in the overall budget. The costs provided in the Pricing proposal will be used as a baseline to provide an estimated cost for more detailed pricing exercises and cost modeling. For Mitigation Reconstruction and Wind Retrofit projects, Contractors will provide a breakdown of costs as noted in the Pricing proposal. The costs provided for these project types will be used to estimate and verify project costs.

Upon receiving FEMA award, an NTP will be issued to a contractor selected from the pool of contractors awarded through this solicitation to provide bid pricing for design and construction services for properties outlined with the NTP. The assigned Case Manager will coordinate with the Contractor and Property Owner to schedule a supervised visit (i.e., bid walk) to the property with the Contractor's design team and verify the existing conditions, assist with the bid development, and finalize property owner preferences within grant guidelines. The bid walk should occur within one (1) week of NTP issuance, unless otherwise approved by PM due to scheduling issues with the Property Owner. The Contractor will have two (2) weeks from the bid walk to provide bid pricing and project schedule proposals. The Contractor will submit their formal bid pricing to the PM for review and approval. FDEM and authorized representatives will review the submitted bid to confirm the cost is within the FEMA approved budget for construction activities.

If the submitted bid exceeds the FEMA approved budget, the Contractor must provide adequate and acceptable reasoning to support the increased cost. If FDEM and authorized representatives approve the bid, a cost increase request would be submitted to FEMA for approval which may delay construction. If FDEM and authorized representatives deny the submitted bid, the Contractor will be given the opportunity to submit a revised bid. The revised bid must be submitted to the PM no more than one (1) week (calendar days) after receiving the denial. FDEM reserves the right to reject the submitted bid and issue a new NTP to an alternate contractor.

h) Required Forms

Complete and submit the required Forms, below:

Form 1 – Vendor Acknowledgement

Form 2 – PUR 7801 Vendor Certification Form

Form 3 – Subcontracting (use one per each subcontractor)

Form 4 – Addenda Acknowledgement (if applicable)

Form 5 – PUR 1355, Foreign Countries of Concern Contract Attestation

Form 6 – PUR 2024, Use of Coercion and Forced Labor

Do not utilize your own forms or alter these forms in any way.

i) Certifications

If the following documents do not apply to your company, the Respondent may omit. If applicable, submit the following Certifications:

- Certification of Women and Minority Business.

- Certification of Wartime or Service-Disabled Veteran.
- Evidence of MyFloridaMarketPlace registration.
<https://vendor.myfloridamarketplace.com/>
- Evidence of completion of an electronic Substitute Form W-9.
<https://flvendor.myfloridacfo.com/>
- Evidence of a current and active registration with the Department of State or a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes.

3.7 Responsive Requirements

The Procurement Officer will review Proposals to determine if they are Responsive and Responsible utilizing the requirements outlined below.

- a) Was the proposal received by the date and time in the Timeline of Events?
- b) Did the Respondent sign and submit all required forms?
- c) Did the Respondent submit a pdf. file that contains all information as required by Section 3.4, Mandatory Proposal Requirements and Format to include a fully completed Attachment B, Price Proposal?

3.8 Subcontracting

Use of subcontractors must be clearly documented in the Respondents Proposal by utilizing the Subcontracting Form. Awarded Vendors shall only use those subcontractors properly and specifically identified in Respondent's Proposal. Subcontractors must meet the same minimum qualifications. The Agency retains the right to refuse the subcontractors you have selected. The Vendor shall be fully responsible for all work performed under the Contract. See Attachment A, Scope of Work for additional subcontracting requirements.

3.9 Public Records & Respondent Confidential Information

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Proposals are public records and are subject to disclosure unless exempt from disclosure by law. ***If the Respondent considers any portion of its Proposal to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Agency with a separate, redacted copy of its Proposal. For each portion redacted, the Respondent must briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption.*** On the cover of the redacted copy, the Respondent is to provide its name and the Agency's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Proposals are exempt from production in response to public records requests until such time as the Agency provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, the Agency will provide the

redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Agency will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Agency will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Agency becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Agency will give the Respondent notice of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Agency will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Agency for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are Confidential Information. ***If a Respondent fails to submit a redacted copy in accordance with this section, the Agency is authorized to produce the entire material submitted to the Agency in response to a public records request for, or demand for discovery or disclosure of, these records.***

SECTION 5. BASIS OF AWARD

5.1 Scoring Calculation

The Agency intends to award Contracts to the most responsive and responsible Respondent's whose Proposals are determined to be the best value to the state. An award of a Contract does not guarantee usage. Usage of all Contracts will be determined by the Agency.

Responses will be scored by the Evaluation team with the criteria set forth in Section 3.4 of this RFQ. The Procurement Officer will rank highest to lowest the proposal scores to determine each Respondent's Final Score.

The Agency will rank the Respondent's Mandatory Proposal Requirements to determine the Respondent's Final Evaluation Score. Awards will be made by ranking highest to lowest scored Respondents.

The Agency has the right to award multiple contracts for all or part of the work contemplated by this solicitation. The Agency reserves the right to accept or reject all offers, and to waive any minor irregularity, technicality, or omission if the Agency

determines that doing so will serve the best interest of the State. An irregularity is not material and therefore minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. Furthermore, the Agency has the right to use products or services from any awarded Vendor, for any line item, simultaneously and at the Agency's discretion.

5.2 Agency Decision

The Agency will post a Notice of Intent to Award on the MFMP VIP website: <https://vendor.myfloridamarketplace.com/>.

5.3 Background Check Requirements

All awarded contracted staff shall successfully pass a level 2 background check which will be conducted at the Contractor's expense. A copy of the background report must be provided to the Contract Manager before a task order is assigned.

SECTION 6. ATTACHMENTS AND FORMS

6.1 Attachments

Attachment A – Scope of Work

Attachment B – Price Proposal

Attachment C – FDEM Contractual Services Agreement

6.2 Forms

Required forms to be returned with Proposal:

Form 1 – Vendor Acknowledgement

Form 2 – PUR 7801 Vendor Certification Form

Form 3 – Subcontracting (use one per each subcontractor)

Form 4 – Addenda Acknowledgement (if applicable)

Form 5 – PUR 1355, Foreign Countries of Concern Contract Attestation

Form 6 – PUR 2024, Use of Coercion and Forced Labor

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