



## **REQUEST FOR PROPOSALS**

# **LAKE WORTH HISTORICAL RESOURCES SURVEY UPDATE, PHASE 1**

**RFP NO. 16-212**



Financial Services  
7 North Dixie Highway  
Lake Worth, FL 33460  
561.586.1654

## RFP 16-212

### LAKE WORTH HISTORICAL RESOURCES SURVEY UPDATE, PHASE 1

The City of Lake Worth, Florida, is requesting proposals from qualified consultants for the Lake Worth Historical Resources Survey Update, Phase 1. The goods and/or services being sought include, but are not limited to, surveying a minimum of 500-700 resources in the South Palm Park, Northeast Lucerne, and/or Old Town Local Historic Districts, resulting in a final survey report and the creation of new or updating of existing Florida Master Site File forms, in compliance with the Grant Agreement and Chapter 1A-46 of the Florida Administrative Code.

Time is of the essence and any proposal received after **3:00 PM, Monday, September 19, 2016**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by the City's Financial Services office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Financial Services office at (561) 586-1654 or from the City's website at [www.lakeworth.org](http://www.lakeworth.org), Services & Departments, Bids & Proposals. All proposals must be hand-delivered or mailed to:

City of Lake Worth  
Financial Services  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth, FL 33460

**ENVELOPE MUST BE IDENTIFIED AS RFP 16-212.** Small Business participation is strongly encouraged.

BY:   
Hirut Darge, Purchasing Agent

PUBLISHED: September 4, 2016  
Palm Beach Post

## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE

The City of Lake Worth, Florida is requesting proposals from qualified consultants to conduct the LAKE WORTH HISTORICAL RESOURCES SURVEY UPDATE, PHASE 1. A complete scope of work is incorporated into this RFP as **Exhibit "A"**.

### 2. SUBMITTAL OF PROPOSALS

Interested Proposers are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, Monday, September 19, 2016**, whether by mail or otherwise may be rejected by the City. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

### 3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Financial Services Office in order to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit "B"** and mail, fax or e-mail to the Financial Services office at the address noted below on or before **3:00 PM, Friday, September 9, 2016**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

City of Lake Worth  
Financial Services  
7 North Dixie Highway  
Lake Worth, FL 33460  
Fax: 561-586-1750  
[hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)

#### **4. CHANGES AND INTERPRETATIONS**

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

*All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the date set forth below for questions from potential proposer. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.*

#### **5. PROPERTY OF THE CITY**

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

#### **6. RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Forms Due September 9, 2016 - 3:00 PM
- Questions from Potential Proposers Due September 9, 2016 - 3:00 PM
- Issue Addendum (if necessary) September 12, 2016 by 3:00 PM
- **Proposal Response Due September 19, 2016 - 3:00 PM**

The City reserves the right to amend the anticipated schedule as it deems necessary.

#### **7. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

## **8. ETHICS REQUIREMENT**

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

**Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.**

## **9. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

## **10. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. **The total contract amount shall not exceed \$35,000. In addition, the City shall provide up to \$1000 in supplies for documentation. All additional documentation materials shall be the responsibility of the proposer.**

If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposer and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Proposer if it is in the best interests of the City.

**The resulting non-exclusive contract shall be for an initial term of less than 1 year, expiring on June 30, 2017, unless earlier terminated in accordance with the resulting contract.** Funding for the contract may be provided through grant funding; and as such, the contract may be terminated if the grant funding is terminated for any reasons. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

**Rates shall remain firm for the term of the resulting contract.**

## **11. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

## **12. EVALUATION AND AWARD**

The City may assemble an Evaluation Committee to evaluate the proposals. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussion. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the City.

### **Evaluation Scoring Criteria:**

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

<b>Qualifications by Category</b>	<b>Points Awarded</b>
<b>Responsiveness to RFP</b> <ol style="list-style-type: none"> <li>1. Comprehensiveness of proposal</li> <li>2. Completeness of proposal</li> </ol>	0 – 10 points
<b>Cost Effectiveness</b> <ol style="list-style-type: none"> <li>1. Level of productivity (number of resources surveyed) for the contracted amount</li> <li>2. Ability to meet the requirements in the grant agreement</li> </ol>	0 - 20 points
<b>Successful Experience and Qualification of Staff</b> <ol style="list-style-type: none"> <li>1. Experience with similar sized cities/public entities</li> <li>2. Staff qualifications and subject knowledge</li> <li>3. Evidence of experience and skill</li> <li>4. Evidence of availability to deliver in the timeline</li> </ol>	0 - 30 points
<b>Similar Projects and References</b> <ol style="list-style-type: none"> <li>1. Provide examples of at least (3) similar survey projects, preferably in the State of Florida</li> <li>2. Provide references from at least (3) entities</li> </ol>	0 – 30 points
<b>Grant Funding</b> <ol style="list-style-type: none"> <li>1. Demonstrated understanding of Florida Division of Historical Resources survey requirements</li> <li>2. Demonstrated ability to comply with Florida survey requirements, Chapter 1A-46</li> </ol>	0 – 10 points
<b>Total</b>	<b>100 Points</b>

### 13. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, three (3) copies, and one (1) electronic copy (CD) of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

**A. Table of Contents - Outline in sequential order the sections of the proposal.**

**B. Proposer Information Page - Exhibit "C" hereto.**

**C. Letter of Transmittal (not to exceed three pages)**

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.
- Proposer's understanding of the scope of services which should include an understanding of the requirements for conducting a historical resources survey in accordance with the Grant Agreement and all applicable State of Florida requirements.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

**D. Addenda (unlimited pages)**

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

**E. Proof of Licenses (unlimited)**

Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Proposer's Business Tax Receipt (as applicable)

- Proof that the respondent meets the Professional Qualification Standards established by the Secretary of the Interior for Archaeology and Historic Preservation.

#### **F. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)**

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current firm workload should be provided.

The proposal should address and demonstrate an ability to meet the specific deliverables and deadlines listed in the Grant Agreement.

Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

#### **G. Professional Hourly Rate Schedule and Financial Proposal (unlimited)**

Proposers are to provide an hourly rate schedule for all principals and personnel who will be providing the requested services. The rates provided will be the basis for tasks and projects issued to the selected proposer.

Proposers are to provide a feasible number of resources to be surveyed, given the \$35,000 contract amount. The Grant Agreement requires 500-700 resources to be surveyed (resulting in either new FMSF forms or updates to existing), however more resources can be surveyed if the contract amount allows. The City will provide up to \$1000 in supplies for documentation. All additional documentation supplies shall be the responsibility of the proposer.

#### **H. References & Materials (unlimited)**

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their historical resource survey experience & skill. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Samples of materials that would fall into the scope of services herein should be submitted with the proposal. The samples of material should include: Sample Florida Master Site File (FMSF) forms, Sample Survey Reports, Sample Maps, Sample Photographs, and anything else to convey the proposer's experience with conducting historical resource surveys. **The proposer should include only one (1) copy of sample material.**

**I. Litigation and/or Terminations (unlimited)**

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

**J. CONCLUSIONS (no more than one (1) page).**

**K. APPENDIX Other Relevant and Supporting Documentation (optional).**

**14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS**

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

**15. PROTESTS**

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

**16. EXHIBITS**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- |                |   |
|----------------|---|
| A. Exhibit "A" | Scope of Services   |
| B. Exhibit "B" | Registration Form (must be submitted)                           |
| C. Exhibit "C" | Proposer Information Form (must be submitted)                   |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted)                    |
| E. Exhibit "E" | References (must be submitted)                                  |
| F. Exhibit "F" | Qualifications for Similar Projects (must be submitted)         |
| G. Exhibit "G" | Grant Agreement between State of Florida and City of Lake Worth |

**17. COMPLIANCE**

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

**END OF GENERAL INFORMATION**

## **EXHIBIT "A"**

**RFP 16-212**

### **SCOPE OF WORK**

A historical resources survey will be completed by a Cultural Resource Management or Historic Preservation Consultant in accordance with the Grant Agreement included as "Exhibit G."

#### **Per the Grant Agreement, the Scope of Work includes:**

Grant funds will be used to survey between 500 and 700 structures (400 newly recorded and 300 existing structures) in the South Palm Park, Northeast Lucerne, and Old Town Local Historic Districts, resulting in a final survey report and the creation of new or updating of existing Florida Master Site File (FMSF) forms for a minimum of 500 structures. All tasks associated with the Project, as outlined in the Project Description will be completed by June 30, 2017.

#### **Project Description:**

In an effort to ensure the continued protection of the historic and architectural integrity of its community, the City of Lake Worth has received grant funding to assist in updating the City's existing historic resources survey.

The entire resurvey project will involve approximately 2,600 structures total; 1,550 currently listed as contributing and 1,050 listed as noncontributing. These structures are distributed throughout six separate Local Historic Districts. The survey will begin in the districts that have the largest collection of midcentury resources, namely South Palm Park, Northeast Lucerne, and Old Town Local Historic Districts. The City intends to survey between 500 and 700 structures, although more resources may be surveyed if the contract amount allows.

The historic preservation consultant will utilize the existing FMSF forms and existing survey information, oversee the project, conduct field surveys, create new or update existing FMSF forms for a minimum of 500 structures, and assemble the survey documentation into a final survey report. The survey shall be conducted in accordance with the standards of the FMSF program, and all FMSF forms shall be transmitted to the Division per the FMSF guidelines. Copies of the existing survey reports and documentation are available upon request.

#### **Project Coordination:**

The Consultant will work with City of Lake Worth, Division of Planning, Zoning and Historic Preservation staff to establish survey criteria and feasible survey boundaries. The consultant will be responsible for reporting all activities to the Division Staff, and providing Division Staff with the State required reporting timesheets and deliverables, as outlined in the Grant Agreement. Division Staff will be responsible for assembling the reporting information, and transmitting the information to the State.

City of Lake Worth Staff will review the FMSF forms, and draft survey report as needed.

**EXHIBIT "B"**

**RFP 16-212**

**REGISTRATION FORM**

Proposers should complete and return this form to the Financial Services office prior to **3:00 PM, Friday, September 9, 2016.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

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

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Preferred Method of Receipt:       Fax       E-Mail

**EXHIBIT "C"**

**RFP 16-212**

**PROPOSER INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Web Site (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Proposer.

**EXHIBIT "D"**

**RFP 16-212**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I

certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**EXHIBIT "E"**

**RFP 16-212**

**REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing historic preservation survey consulting services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #3**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "F"**

**RFP 16-212**

**QUALIFICATIONS – SIMILAR PROJECTS**

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project. Respondent must meet the Professional Qualification Standards established by the Secretary of the Interior for Archaeology and Historic Preservation.

**COMPLETED PROJECT #1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

\_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**COMPLETED PROJECT #2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**COMPLETED PROJECT #3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**EXHIBIT "G"**

**AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
CITY OF LAKE WORTH  
S1729**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Lake Worth hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number S1729 for the Project "Lake Worth Historical Resource Survey Update, Phase I," in the amount of \$25,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3073, contained in the FY 2016-2017 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lake Worth Historical Resource Survey Update, Phase I," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to survey between 500 and 700 structures (400 newly recorded and 300 existing structures) in the South Palm Park, Northeast Lucerne, and Old Town Local Historic Districts, resulting in a final survey report and the creation of new or updating of an existing Florida Master Site File (FMSF) form for a minimum of 500 structures. All tasks associated with the Project, as outlined in the Project Description (see Attachment A), will be completed by June 30, 2017.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1:

- The first payment will be a fixed price advance in the amount of 25 percent of the Grant Award Amount.

Payment 2, Deliverable/Task 1:

- Payment 2 will be fixed price in the amount of 25 percent of the Grant Award Amount. Provide at least ten (10) completed FMSF forms, including photographs and maps. Provide FMSF forms in hard copy and electronic formats.

Payment 3, Deliverable/Task 2:

- Payment 3 will be fixed price in the amount of 25 percent of the Grant Amount. Provide a copy of the draft survey report. The survey report shall conform to Chapter 1A-46, *Florida Administrative Code*.

Payment 4, Deliverable/Task 3:

- Payment 4 will be fixed price in the amount of 25 percent of the Grant Award Amount. Provide one (1) electronic and one (1) hard copy each of the remaining four hundred ninety (490) completed FMSF forms, including photographs and maps; and one (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, *Florida Administrative Code*.
- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2016-2017. The Budget provides details of how grant funds will be spent and all expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment B).
2. **Length of Agreement.** This Agreement shall begin on July 1, 2016, and shall end June 30, 2017, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Lindsay Smith  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850-245-6355  
Email: Lindsay.smith@dos.myflorida.com

**For the Grantee:**

Aimee N. Sunny  
1900 2<sup>nd</sup> Ave North  
Lake Worth, FL 33461  
Phone: 561-586-1690  
Email: asunny@lakeworth.org

**4. Grant Payments.** Non-advance grant payments are requested by submitting the following:

- Grant Funds Expenditure Log demonstrating appropriate use of state funds
- Documentation that the deliverable has been completed
- Payment Request form

The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a 25 percent advance of the Grant Award Amount.
- b) The second payment will be 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
- c) The third payment will be 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
- d) The fourth payment will be 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.

**5. Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check payment status.

**6. Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division with the executed Agreement.**

**7. Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Contract Amendment form with the Division. 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. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the Grant Award Amount is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Contract Amendment Request form is available on the Division's website at <http://www.dos.myflorida.com/historical/grants/forms>.

**8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a. The full amount of the first payment (fixed price advance in the amount of 25 percent of the grant award) will be returned to the State of Florida if any Deliverable (Deliverable 1, 2, or 3) is not satisfactorily completed.
- b. Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- c. Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- d. Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds. If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the Fourth Payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- e. The Division may reduce individual payments by 10 percent if the completed Deliverable does not meet the Special Conditions or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

**9. Additional Special Conditions.**  
Survey and Planning Projects.

- a) The Grantee shall submit survey and planning projects, including specifications, to the Department for review and approval prior to the execution of any contracts.
- b) For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <http://dos.myflorida.com/historical/grants/small-matching-grants/>

**10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida."
- b) Any variation in the above specifications must receive prior approval in writing by the Department. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.
- c) A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

**11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, 2016, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

**12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. The project Progress Report shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. The project Progress Report form is available on the Division's website at <http://dos.myflorida.com/historical/grants/forms>.

- a) **First Project Progress Report** is due by October 31, 2016, for the period ending September 30, 2016.
- b) **Second Project Progress Report** is due by January 31, 2017, for the period ending December 31, 2016.
- c) **Third Project Progress Report** is due by April 30, 2017, for the period ending March 31, 2017.
- d) **Final Report.** The Grantee must submit a Final Report to the Division by July 30, 2017 for the period ending June 30, 2017.

**13. Matching Funds.** The grantee is required to provide a 100 percent match of the required match, a minimum 25 percent of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Applicants for projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount. Additionally, Certified Local Government (CLG) projects, Main Street Start-Up Projects and Special Statewide Solicitation Projects do not require a match.

**14. Grant Completion Deadline.** The grant completion deadline is June 30, 2016. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the

Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.

**15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- a) Expenditures for work not included in the Scope of Work;
- b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Agreement;
- c) Expenses incurred or obligated prior to or after the Grant Period;
- d) Expenditures for work not consistent with the applicable historic preservation standards (see the Guidelines, which are available from the Division at <http://www.dos.myflorida.com/historical/grants/>);
- e) Expenditures for furniture and equipment, unless specifically authorized as a part of a grant project;
- f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
- g) Private entertainment, food, beverages, plaques, awards, or gifts;
- h) Costs of value donations or In-kind Contribution not documented in accordance with the provisions of the Agreement;
- i) Indirect costs;
- j) Project Administrative Expenditures, whether grant expenditures or match contributions, which in aggregate must not exceed 10 percent of the grant award amount;
- k) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
- l) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;

- m) Grantee operational support (i.e., organization salaries not related to grant activities, travel, supplies);
- n) Vehicular circulation (drives) and parking (except for provision of code-required handicapped parking pad);
- o) Sidewalks, landscape features, planting, irrigation systems and site lighting (except for sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Scope of Work);
- p) Capital improvements to non-historic properties (except as approved for Museum Exhibit projects);
- q) Capital improvements to the interior of religious properties (except for repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (except for costs for builder's risk, workers compensation and contractor's liability insurance); and
- t) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region.

**17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

**18. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Dr. Yasha Rodríguez, Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**19. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.

- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

**26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint ventures, or partners of the Division.

**29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee

is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

**31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

**33. Termination of Agreement.**

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the cause of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
  - b) Project Description (Attachment A)
  - c) Estimated Project Budget (Attachment B)
  - d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the FY 2016-2017 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: Angie E. Johnson for TAP  
Dr. Timothy Parsons, Division Director

8/29/16

Grantee:

By: [Signature] 8/9/16  
Authorizing Official for the Grantee

Pam Triolo, Mayor

Typed name and title

CJA for

City Attorney

[Signature]  
City Clerk

## ATTACHMENT A

### **Project Description**

In an effort to ensure the continued protection of the historic and architectural integrity of its community, the City of Lake Worth is requesting grant funding to assist in updating the City's historic resources survey. The entire resurvey project will involve approximately 2,600 structures total; 1,550 currently listed as contributing and 1,050 listed as noncontributing.

These structures are distributed throughout six separate Local Historic Districts. The survey will begin in the districts that have the largest collection of midcentury resources, namely South Palm Park, Northeast Lucerne, and Old Town Local Historic Districts. The City intends to survey between 500 and 700 structures.

The historic preservation consultant will utilize the existing FMSF forms and existing survey information, oversee the project, conduct field surveys, create new or update existing FMSF forms for a minimum of 500 structures, and assemble the survey documentation into a final survey report. The survey shall be conducted in accordance with the standards of the FMSF program, and all FMSF forms shall be transmitted to the Division per the FMSF guidelines.

**ATTACHMENT B**

**Estimated Project Budget**

<b>Budget Item Number</b>	<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Subtotal</b>
1	Historical Resources Survey Consultant	\$25,000	\$10,000	\$0	\$35,000
2	Project Planning	\$0	\$0	\$4,904	\$4,904
3	Community Outreach	\$0	\$0	\$1,844	\$1,844
4	Grant Administration and Reporting	\$0	\$0	\$5,030	\$5,030
5	GIS Updates	\$0	\$0	\$2,105	\$2,105
6	Supplies for Documentation	\$0	\$0	\$1,000	\$1,000
7	Preservation Board Review	\$0	\$0	\$420	\$420
	<b>Total</b>	<b>\$25,000</b>	<b>\$10,000</b>	<b>\$15,303</b>	<b>\$50,303</b>

## ATTACHMENT C

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

The administration of resources awarded by the Department of State to the Recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance

with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

## **PART II: STATE FUNDED**

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[www.fldfs.com/](http://www.fldfs.com/)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

**PART IV: RECORD RETENTION**

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not Applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable.

**State resources awarded to the recipient pursuant to this agreement consist of the following:**

\$25,000

**Matching resources for federal programs:**

Not Applicable.

**Subject to section 215.97, Florida Statutes:**

Florida Department of State Grant, CSFA Number 45.031

**Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:**

As contained in the Compliance Supplement to CSFA Number 45.031