



**DADE COUNTY - GEORGIA
BOARD OF COMMISSIONERS
PHONE # 706-657-4625**

REQUEST FOR COMPETITIVE PROPOSALS

RFP/BID #2016-05

ISSUE DATE: June 10, 2016

Governor Nathan Deal announced on March 3, 2016 that the Georgia Office of Homeland Security ~ Georgia Emergency Management Agency awarded Dade County, Georgia a Hazard Mitigation Grant Program (HMGP). This grant will be used to purchase and install one (1) warning siren. The Board of Commissioners of Dade County, Georgia, solicits competitive sealed proposal bids from qualified vendors to purchase and install one (1) warning siren at 71 Case Avenue, Trenton, Georgia 30752.

Proposals will be received until 12:00 p.m. on Monday, June 27, 2016 in the Dade County Board of Commissioners Office located in the Dade County Administrative Building, 71 Case Avenue, Suite 243, Trenton, Georgia 30752. Any proposal received after this time and date will not be accepted.

A public bid opening will be held at 2:00 p.m. on Monday, June 27, 2016 in the office of the County Clerk of the Dade County Board of Commissioners located in the Dade County Administrative Building, 71 Case Avenue, Suite 243, Trenton, Georgia 30752.

All contract procurement shall be conducted in a manner providing full and open competition in compliance with State and local procurement regulations. FEMA/Federal standards classify Dade County's HMGP as a small project per the Sandy Recovery Improvement Act of 2013 (P.L.113-2). Dade County, Georgia has identified the scope of work and requests cost estimates for this small project to be provided by qualified vendors.

Dade County, Georgia and its *contractors/vendors* hired for this project shall comply with all Federal, State and local regulations. These regulations include, but are not limited to, the Hazard Mitigation Grant Program Grantee-Subgrantee Agreement (exhibit "A" displays estimated funding and has been retracted from this document); Assurances – Construction Programs (marked as exhibit "B"); Project Administration Guidelines: Financial Assistance (marked as exhibit "C"); Certification Regarding Drug Free Workplace Requirements (marked as exhibit "D"); Certification Regarding Lobbying (marked as exhibit "E") herein attached to this request for proposal document. (Exhibits F, G and H have been removed from this proposal document).

Questions regarding this proposal should be addressed to Mr. Alex Case, Director of Emergency Services for Dade County, Georgia by calling 706-657-4111, no later than five (5) working days prior to bid opening date. The County reserves the right to hold a pre-proposal conference (if needed). Any follow-up questions from a pre-proposal conference shall be made in writing and shall be answered accordingly in writing. Questions requiring written information must be submitted no later than ten (10) working days prior to bid opening date and mailed to Dade County Commission, Attention: County Clerk, P.O. Box 613, Trenton, GA 30752-0613. Telephone inquiries must be made between the hours of 9:00 a.m. and 2:00 p.m. eastern standard time Monday through Friday.

Proposals must be typed or submitted in black ink. All proposals must include six (6) copies of the official proposal form, non-collusion statement, and any supporting documentation. Proposals should be enclosed in a sealed envelope or container with the following information clearly marked on the outside of the envelope or container.

**REQUEST FOR PROPOSAL (RFP)
OUTDOOR WARNING SIREN
DADE COUNTY BOARD OF COMMISSIONERS
DUE JUNE 27, 2016 AT 12:00 P.M. (NOON)**

The envelope or container must be mailed or delivered to:

If by courier or hand delivery:

Dade County Commission
Attention: Don Townsend, County Clerk
Dade County Administrative Building
71 Case Avenue, Suite 243
Trenton, GA 30752-2429

If by U.S. mail:

Dade County Commission
Attention: Don Townsend, County Clerk
P.O. Box 613
Trenton, GA 30752-0613

Proposals received after the announced time and date due, whether mailed or delivered, will be returned unopened. Nothing herein is intended to exclude any responsible vendor or in any way restrain or restrict competition among vendors. Selection criteria will include an evaluation of the scope of services proposed, experience, references and price. Vendors are encouraged to be specific as to their understanding of the task to be performed and their proposed procedures for implementation.

The Board of Commissioners of Dade County, Georgia reserve the right to award in part or in whole or to reject any or all proposals, to waive technicalities or require additional information prior to award. Enclosed is a "Proposal Requirement and Non-Collusion Statement" that shall be signed and returned with the proposal.

All vendors submitting a proposal will be notified in writing of award.

Respectfully Submitted,

Ted Rumley, Chairperson/County Executive
Board of Commissioners
Dade County, Georgia

GENERAL TERMS AND CONDITIONS FOR SUBMITTING REQUEST FOR PROPOSAL TO DADE COUNTY, GEORGIA

1. Awards shall be made on the proposal that best meets the needs of Dade County, Georgia (hereafter referred to as "**County**") for specifications, cost and compatibility.
2. The County reserves the right to accept or reject any or all bids. The right is also reserved to waive any minor irregularities in this bid, and to award the bid to the bidder whose offer is most advantageous to the County from the standpoint of suitability to purpose, quality of service, previous experience and price, and to accept the bid that is in the best interests of the County.
3. Minimum specifications are designed as a requirement of the bid. Minimum specifications are outlined to provide for a particular need or use by the County, and are not meant to eliminate any particular vendor. If a particular minimum specification is unable to be met by the vendor, then the bidder, prior to the opening of the bid, shall contact the Dade County Clerk in writing to determine if a particular specification may be altered or accepted.
4. The bidder hereby declares that all statements and representations made in the bid proposal are true and correct, and are made under the penalty of perjury under the laws of the State of Georgia.
5. Insurance coverage for proposed services shall include general liability and workers' compensation, which shall include automobile liability insurance in a combined single limit of not less than \$1 million dollars, unless specified otherwise in the specifications.
6. The selected firm shall provide, within 10 days after the notice of award is issued, a copy of their existing liability insurance certificate naming Dade County, Georgia and its officers and employees as an additionally named insured on said policies. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the County.
7. The vendor will provide references, including current clients.
8. The vendor will be asked to sign an agreement that substantially includes all of the specifications in this proposal.

9. Pursuant to O.C.G.A. § 36-60-13 - Multiyear lease, purchase, or lease purchase contracts - each county or municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies, provided that any such contract shall contain provisions for the following:
 - a. The contract shall terminate absolutely and without further obligation on the part of the county or municipality at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this Code section;
 - b. The contract may provide for automatic renewal unless positive action is taken by the county or municipality to terminate such contract, and the nature of such action shall be determined by the county or municipality and specified in the contract;
 - c. The contract shall state the total obligation of the county or municipality for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and
 - d. The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the county or municipality.

10. Provider acknowledges and agrees to comply with the requirements of O.C.G.A. § 13-10-90 and 13-10-91. Provider further agrees to use the federal work authorization program commonly known as E-Verify or any subsequent replacement program, throughout the term of this agreement, and that the Provider will execute the Contractor Affidavit adopted by the State of Georgia and other such affidavits or other documents as may reasonably be required to comply with the terms of this statute.

For general bid information, contact Don Townsend, County Clerk, Dade County Board of Commissioners at (706) 657-4625.



COMPETITIVE PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Georgia law. Furthermore, I understand that fraud and unlawful collusion are crimes under the Georgia Frauds Act, The Georgia Bid Rigging Act, and Georgia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Vendor: _____

Address: _____

Signature: x _____

Name (type/print): _____

Title: _____

Telephone: _____

Date: _____



OFFICIAL COMPETITIVE PROPOSAL FORM

DADE COUNTY BOARD OF COMMISSIONERS COMMUNITY OUTDOOR WARNING SIREN RFP/BID No: 2016-05

The undersigned party hereby proposes the following costs associated with the purchase and installation of one (1) outdoor warning siren located at 71 Case Avenue, Trenton, Georgia ~

- Siren – \$ _____
 - Manufacture _____
 - Model _____
- Accessories – \$ _____
- Installation \$ _____
- Electrical Connections \$ _____

PROPOSED AMOUNT: \$ _____ DOLLARS

The Dade County Commission reserves the right to reject any and all bids/proposals and to waive any and all technical defects in the execution of any informality in the submission of any bid.

Name: _____
(Print or Type Company or Individual Name)

Signature: x _____

Address: _____

Phone No: _____
(Office Phone, Home Phone, Cell Phone, Fax Number)



OFFICIAL PROJECT SPECIFICATIONS

**DADE COUNTY BOARD OF COMMISSIONERS
HISTORIC COURTHOUSE – REPLACEMENT OF WINDOWS
RFP/BID No: 2016-05**

See attached specification guide for the purchase and installation of one (1) community outdoor warning siren.

SPECIFICATIONS FOR DADE COUNTY, GEORGIA COMMUNITY OUTDOOR WARNING SIRENS

Dade County, Georgia will be accepting competitive proposals for the purchase and installation of one (1) electronic, radio controlled, community outdoor warning siren, NWS based automatic activated siren software, and control station.

GENERAL REQUIREMENTS

1. Bidders must offer an omni-directional design with 360° coverage. The siren must be 3600 Watt siren.
2. The siren system shall be an Electronic Siren System featuring seven (7) warning tones: Wail, Attack, Alert, Hi/Lo, Pulsed Airhorn, Slow Whoop, and Noon Test. Timing duration for each tone shall be selectable, and shall include 30 seconds, 60 seconds, 90 seconds, 3 minutes, or up to five (5) minutes.
3. The siren assembly and mounting bracket shall weigh no more than 400 lbs maximum atop the pole, and shall be able to sustain and operate in winds up to 100 mph.
4. The siren system shall consist of a pole top mounted speaker cluster, full Omni-Directional No Flared Horn Design and a two (2) compartment siren case assembly.
5. The speaker cluster assembly shall be equipped with 400 watt speaker drivers and 50 ' of speaker cable. It shall be designed to project uniform acoustic output throughout 360°, ± 1 dB, out and away from the speaker in a vertical dispersion pattern, thus minimizing potentially environmentally hazardous ultrasonic signals in the area adjacent to the pole location. Peak output of the siren must be able to converge at one point at the 100 ft reference distance. The speaker assembly shall be fabricated from composite material, thus requiring no maintenance painting.
6. The siren case assembly, or electronics cabinet, shall consist of a two (2) compartment, natural finish aluminum housing, and shall not require maintenance painting. The upper compartment shall contain all of the necessary electronic assemblies for control and operation of the system; the lower compartment houses the batteries for the system.
7. Each siren shall operate on a 24 VDC power supply system provided by two (4) 12 volt, deep cycle, DC batteries wired in series. The battery system shall be maintained by a temperature compensated battery charger operating from a 120V, 5 Amp AC power source. A Delta LA 302, or equivalent, lightning arrester shall be installed on the primary side of the service disconnect.
8. In the event of AC power loss, each siren shall be capable of up to fifteen (15) minutes of continuous operation, or several days of intermittent use of brief siren signals before recharging of the batteries is necessary.
9. The siren shall be controlled and activated by radio, utilizing DTMF encoding controls. Two-way radio communication between the siren and Base Station shall include remote status reporting and operational verification from each siren unit. The vender provided base station and siren radio, must communicate via the County's Motorola Turbo Digital system. The Vender must be authorized by Motorola to sell and service supplied radio equipment.
10. Vendor will provide a turnkey system to the County, complete with wiring diagrams, schematics, and operational and installation instructions. The County will bear the cost of providing AC power up to the pole location.
11. Class I, 60 ft. wooden poles will be used for mounting each siren and control equipment.

12. All proposals shall include shipping freight charge;
13. All proposals shall include costs for installation, startup, and operational and system training.
14. Vendor shall deliver all sirens within (75) days of bid acceptance. Complete installation and verifiable compatible operation of all sirens will be completed within (45) days of siren delivery.
15. The seller must warrant the siren equipment from the date of installation for a period of not less than two (2) years for defects in components and parts, and for an additional period of three (3) years for no more than \$75.00 per module.
16. The Siren Activation Computer must meet the follow minimal requirements:
 1. Hardware
 - a. System must be provided as a complete hardware software combination
 - b. PC hardware shall be commercial of the shelf and easily replaceable
 - c. All equipment must have a minimum of 1 year warranty
 - d. Siren interface controller hardware must be included to interface to landline or radio
 - e. Siren interface controller must have independent power supply
 - f. Siren interface controller allows for single command via toggle switch to be sent through communications channel to the siren system. This command operates independently of the software in the event of a software/PC failure.
 2. Software Minimum Requirements
 - a. Activates DTMF or Two Tone based outdoor warning sirens
 - b. Full diagnostic feedback from sirens to include AC voltage, amp/driver failure, low battery alarm and cabinet intrusion alarm.
 - c. Automatic or manual activation of siren or sirens based upon National Weather Service
 - d. NWS polygon data should be capable of activating sirens specifically within the polygon, siren groups within the polygon or all sirens within the system. Activation should be easily switchable between automatic and manual.
 - e. All call, group or single siren activation
 - f. Send weather information to Facebook, Twitter, email and SMS text
 - g. Send activation notice to email and SMS
 - h. Unlimited call key creation
 - i. On the fly activation via user defined polygon or circle
 - j. Live public address
 - k. Wav files over live PA
 - l. Interface to landline or conventional radio system
 - m. Automatic activation based on scheduled events
 - n. Ability to repeat call key until weather event expires
 - o. Map based upon standard shape file format
 3. Maintenance and Support
 - a. 12 months of 24/7 telephone tech support

INTENT

These specifications are not intended to include any proprietary items, components, circuits, or devices which would preclude any outdoor siren manufacturer from producing equipment to meet these specifications. All ratings, power outputs, and specific criteria are currently being met by commercially available equipment. The fact that a manufacturer chooses not to (or perhaps is unable to) produce equipment to meet these specifications, providing the above criteria are met, will not be sufficient cause to adjudge these specifications as restrictive.

EXCEPTIONS TO INDUSTRY STANDARD EQUIVALENTS

1. 100 Watt Compression Drivers will not be accepted as an approved equal.
2. Painted steel cabinets to house the siren electronics will not be accepted as an approved equal.
3. Siren head assemblies fabricated from any material other than corrosion resistant composition material will not be accepted as an approved equal.
4. Any primary AC power source other than single phase 120 VAC will not be accepted as an approved equal.
5. Any encoding/decoding system other than DTMF signaling will not be accepted as an approved equal.
6. A flared speaker design will not be accepted as an approved equal.

HAZARD MITIGATION GRANT PROGRAM Grantee-Subgrantee Agreement

On March 6, 2014, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from severe winter storms. This document is the Grantee-Subgrantee Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4165-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). The individual designated to represent the State is Mr. Jim Butterworth, Governor's Authorized Representative. The Subgrantee to this Agreement is Dade County. The interests and responsibilities of the Subgrantee will be executed by Dade County's agent, the Subgrantee Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:
 - Exhibit "A": Application for Federal Assistance, GEMA Form 150
 - Exhibit "B": Assurances- Construction Programs, Standard Form 424B
 - Exhibit "C": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program
 - Exhibit "D": Certification regarding Drug-Free Workplace Requirements
 - Exhibit "E": Certification regarding Lobbying
 - Exhibit "F": Scope of Work
 - Exhibit "G": Progress Payment Request Form
 - Exhibit "H": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subgrantee on a 75 percent federal cost share and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibits "A" and "F". The Subgrantee shall be responsible for the remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by OMB Circular A-87 and 44 CFR Part 13.

3. If the Subgrantee violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

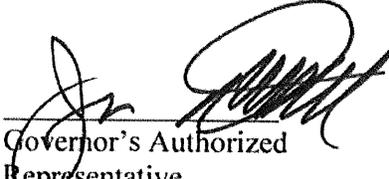
4. The Subgrantee agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further

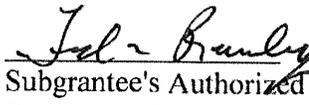
agrees that they shall have access to any books, documents, papers and records of any Grantees of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

- 5. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.
- 6. The Subgrantee agrees that the mitigation project contained in this agreement will be completed by Dade County on or before September 30, 2017. Completion dates may be extended upon justification by the Subgrantee and approval by FEMA and the Governor's Authorized Representative.
- 7. The certifications signed by the Subgrantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17) and New Restrictions on Lobbying (44CFR Part 18) apply to this Grant Agreement and are incorporated by reference.
- 8. The written assurances provided by Dade County pertaining to FEMA's post award approval conditions apply to this Grant Agreement and are incorporated by reference.
- 9. The Subgrantee shall follow Uniform Administrative Requirements for Grants found in Title 44 CFR Part 13 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this grant award. The following Office of Management and Budget (OMB) Circulars are also applicable to this grant:

2 CFR Part 225 Cost Principles; (OMB Circular A-87)
 OMB Circular A-102 Uniform Administrative Requirements; and
 OMB Circular A-133 Audits of State and Local Governments

- 10. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.


 Governor's Authorized Representative


 Subgrantee's Authorized Representative

30 MAR 16
 Date

3-21-16
 Date

EXHIBIT "B"

OMB Approval No. 0348-0040

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability including funds sufficient to pay the non-Federal share of project costs to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1858), which prohibits discrimination on the basis of Sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities

of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Grantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g)

protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

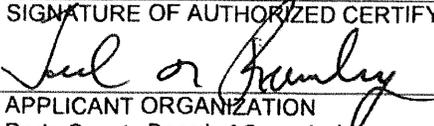
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman
APPLICANT ORGANIZATION Dade County Board of Commissioners	DATE SUBMITTED 3-21-16

EXHIBIT "C"
GEORGIA EMERGENCY MANAGEMENT AGENCY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Grantee-Subgrantee Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. **Project Identification.** The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4165-0030 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation.** You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Grantee-Subgrantee Agreement.
 - B. Copies of checks, vouchers or ledger statements.
 - C. Contracts awarded.
 - D. Invoices or other billing documents.
 - E. Progress reports.
 - F. Record of advance or progress payments (where applicable).
3. **Funding.** Cost sharing has been established at 75% federal, 10% state, and 15% applicant.
4. **Debarred and Suspended Parties.** You must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. **Procurement Standards.** You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subgrantee should incorporate as discussed in 44 CFR § 13.36 procurement.
 - A. Perform procurement transactions in a manner providing full and open competition
 - B. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds four methods of procurement acceptable:

- 1) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources
 - 2) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price
 - 3) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price
 - 4) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay;
- C. Maintain sufficient records to detail the significant 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, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subgrantees' contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

6. Payments

A. Progress Payments

- (1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "G") and provide supporting documentation, such as an invoice and copies of check.
- (2) The Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Division Director reviews and approves or denies the request.
- (3) If the request is denied, the Hazard Mitigation Division Director will inform you in writing that additional documentation is required to support the request.
- (4) If the request is approved, the Hazard Mitigation Division Director will authorize payment of the requested amount.
- (5) Quarterly report submissions must be current in order to receive progress payments.

- B. Advance Payments - Advance payments will be made on an exception basis only.
7. Subgrantee Performance - The scope of work (see Exhibit F) must be initiated within 90 days of this award notification.
- A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Division Director will inform you in writing of the deficiencies.
 - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Grant Expiration Date
- A. The grant expiration date runs through September 30, 2017 and has been established based on project milestones established by the applicant in their grant application. The grant expiration date is the time during which the Subgrantee is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the grant expiration date.
 - B. Requests for time extensions to the Grant Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Division Director with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subgrantee has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the grant expiration date. When fully justified, the State Hazard Mitigation Division Director may extend the grant expiration date.
9. Project Termination
- A. The Grantee, Subgrantee, or FEMA may terminate grant award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
 - B. The Subgrantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will commence and be processed as prescribed under final inspection procedures described in this Grantee-Subgrantee Agreement.

10. Environmental and Historic Preservation Conditions.

- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Grantee to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground-disturbing activities occur during construction or demolition, Subgrantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

11. Equipment/Supplies

- A. The Subgrantee must comply with the regulations listed in 44 CFR 13.32 Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement and must be in compliance with state laws and procedures.

12. Grant Modifications

- A. Any grant modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Grant Modifications include:

1. Any revision which would result in the need for additional funding.
2. Transfers between budget categories.

- B. The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

13. Appeals - You may submit an appeal on any item related to grant assistance. Appeals must be submitted to the State Hazard Mitigation Division Director within 90 days of the action which is being appealed.

14. Progress Reports

- A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.

- B. The initial progress report will cover the period through June 30, 2016. It must be submitted no later than July 15, 2016.
 - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections
- Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
- A. When all work has been completed, you must notify your Risk Reduction Specialist in writing to request project closeout.
 - B. A desk review will be conducted by your Risk Reduction Specialist.
17. Audits
- A. If you receive \$500,000 or more in federal assistance from all federal sources, not just this grant, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts
Non-Profit and Local Government Audits
270 Washington Street, SW, Room 1-156
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the Hazard Mitigation Division at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "D"
Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 3001. The regulations require certification by Grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments,

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

EXHIBIT "E"**CERTIFICATION REGARDING LOBBYING**
Certification For Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantee shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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..