



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, September 13, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Legislative Update - Honorable State Senator Pizzo	
5.2. Honorable House Representative Woodson Appropriations Check	
5.3. Broward County Property Appraiser Update - Marty Kiar	
5.4. Proclamation for Robert Levy years of service - Mayor and Commissioners	
5.5. Suicide Prevention - Barbara Markley - Mayor Mohammed Suicide Prevention 2023	8
5.6. Broward Mental Health Summit Day - Mayor Mohammed Broward Mental Health Summit Day 2023	9 - 10
5.7. RED Ribbon - Mayor Mohammed	
5.8. Familles Je Vous Aime - Mayor Mohammed	
5.9. National Hispanic Heritage Month - Mayor Mohammed 2023 Hispanic Heritage Month	11
5.10. GIS Presentation - Vice Mayor Morrisette PembrokePark GIS EmergencyManagementSolution CouncilPresentation VM PembrokePark SOW EmergencyManagementSolution	12 - 24
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell 08 01 2023 SPECIAL COMMISSION MEETING 08 17 2023 SPECIAL COMMISSION MEETING EMPLOYEE BENEFITS	25 - 42

- 7.2. Shoreline Foundation Inc. - Interim Town Attorney Horowitz 43 - 67
[SHORELINE FOUNDATION](#)

- 7.3. MPO-CSLIP (S.W. 52nd Avenue and South Park Road Bike Path & Sidewalk Improvements) - Public Services Director Ghany 68 - 75
[Agenda Item Report - AIR-23-090 - Pdf](#)

8. RESOLUTIONS

- 8.1. Revision to Broward County Enhanced Local Mitigation Strategy - Emergency Management Manager Louis 76 - 566
RESOLUTION NO. 2023-013
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUPPORTING AND ADOPTING THE BROWARD COUNTY SEPTEMBER 2022 REVISED MULTI-JURISDICTIONAL ENHANCED LOCAL MITIGATION STRATEGY**; PROVIDING FOR CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

Staff recommends approval for adoption.

[Agenda Item Report - AIR-23-082 - Pdf](#)
[2023-013 Emergency Strategic Plan](#)

- 8.2. Affordable Housing - Planning Consultant Vonder Meulen 567 - 572
RESOLUTION NO. 2023-020
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AFFIRMING THE TOWN'S COMMITMENT TO THE BROWARD COUNTY PLANNING COUNCIL TO PROVIDE AFFORDABLE HOUSING UNITS PURSUANT TO THE TOWN'S APPLICATION FOR A REDEVELOPMENT UNIT ALLOCATION**; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[Planner Affordable Housing Memo](#)
[2023-020 Affordable Housing Units](#)
[2023-020 REVISED affordable Housing Unit](#)

9. ORDINANCES

- 9.1. Medical Marijuana - Commissioner Jacobs 573 - 586
ORDINANCE NO. 2023-008
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 28 OF THE TOWN CODE OF ORDINANCES ENTITLED "ZONING," BY CREATING SECTION 28.94 ENTITLED "MEDICAL MARIJUANA DISPENSING FACILITIES PROHIBITED"**; PROVIDING FOR

PURPOSE AND FINDINGS; PROHIBITING MEDICAL MARIJUANA DISPENSING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK AND DECLARING EXISTING USES LEGAL NONCONFORMING; AMENDING SECTION 28.187 ENTITLED “PERMITTED USES” TO REMOVE MEDICAL MARIJUANA AS A PERMITTED USE; DELETING SECTION 28.187 ENTITLED “DEFINITIONS RELATED TO MEDICAL MARIJUANA”; AMENDING SECTION 28-189 TO LIST MEDICAL MARIJUANA TREATMENT CENTERS AND DISPENSARIES AS A PROHIBITED USE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Memo Marijuana Dispensary
Text Medical Marijuana Prohibition
2023-008 Medical Marijuana REVISED](#)

- 9.2. Economic Development Advisory Board - Commissioner Jacobs 587 - 592
ORDINANCE NO. 2023-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “ADMINISTRATION;” SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED “ECONOMIC DEVELOPMENT ADVISORY BOARD;” PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-009 Economic Development Advisory Board](#)

- 9.3. Chapter 4 Animals - Commissioner Jacobs 593 - 604
ORDINANCE NO. 2023-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, PERTAINING TO THE SUBJECT OF ANIMALS; AMENDING CHAPTER 4 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “ANIMALS;” TO PROVIDE FOR ADDITIONAL AND UPDATED REGULATIONS FOR KEEPING OF CERTAIN FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-010 REVISED Chapter 4 Animals](#)

- 9.4. Smoking Prohibited in Outdoor Areas in Town Parks - Mayor Mohammed 605 - 616
ORDINANCE NO. 2023-011

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 18 OF THE TOWN CODE OF ORDINANCES, ENTITLED “PARKS AND RECREATION”, BY SPECIFICALLY AMENDING SECTION 18-4 ENTITLED, “SMOKING PROHIBITED IN OUTDOOR AREAS IN TOWN PARKS;” PROHIBITING SMOKING IN

**TOWN PARKS, WITH THE EXCEPTION OF UNFILTERED CIGARS;
PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

Ban smoking in public parks.

[Agenda Item Report - AIR-23-100 - Pdf](#)
[2023-011 Smoking in Public Parks](#)

- 9.5. Amending the Town's Sign Ordinance - Commissioner Jacobs 617 - 624
ORDINANCE NO. 2023-012

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA
AMENDING CHAPTER 21 OF THE TOWN'S CODE OF
ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;"
AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING
DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND
REQUIREMENTS"; AMENDING SECTION 21-19 ENTITLED
"PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE
PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING
SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW
ILLUMINATED SIGNS ON WINDOWS AND DOORS ON
PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING
FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

[2023 012 Memo Sign](#)
[2023 012 Sign Code Code of Ordinance](#)
[2023-012 Open Sign Ordinance](#)

- 9.6. B-1 Business District - Planning Consultant Vonder Meulen 625 - 635
ORDINANCE NO. 2023-013

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA
AMENDING CHAPTER 28 OF THE TOWN'S CODE OF
ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III,
ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5,
ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-
187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;"
PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE
RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1,
ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;"
MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-
USE RESIDENTIAL USES IN THE B-1 BUSINESS
DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.**

[Planner MEMO TC B-1 Mixed Use Memo 08232023](#)
[Planner Ord 2023-013 B-1 Mixed Use Amendments](#)
[2023-013 Changes to B-1 Mixed Use](#)

10. NEW BUSINESS
- 10.1. Interim Town Manager Position - Mayor Mohammed
- 10.2. Town Attorney Services - Mayor and Commission 636 - 651
Submittals:
Nason Yeager
Ottinot Law
Weiss Serota
[Bid Documents Revised RFP 23-04 for Town Attorney Services](#)
- 10.3. Staffing of the Police Department - Clerk Commissioner Hodgkins 652

Discussion on the hiring of a Chief of Police.
[Agenda Item Report - AIR-23-094 - Pdf](#)
- 10.4. Roof Replacement - 1st Amendment - Public Services Director Ghany 653 - 656

We are recommending approval.
[Agenda Item Report - AIR-23-113 - Pdf](#)
- 10.5. FL Department of Environmental Protection - Vulnerability Assessment 657 - 699
Agreement - Public Services Director Ghany
[Agenda Item Report - AIR-23-083 - Pdf](#)
- 10.6. Finance Consultant - agreement - Acting Town Manager Ghanny 700 - 715

We are recommending approval.
[Agenda Item Report - AIR-23-112 - Pdf](#)
- 10.7. New Access controls for the Three new doors on the first floor - IT 716 - 1042
Director Pakula

Approve install for the new doors.
[Agenda Item Report - AIR-23-105 - Pdf](#)
[IT Agreement - ER Tech Systems Group, Inc](#)
- 10.8. Appointing a Commissioner - Vice Mayor Morrisette to the Solid Waste 1043 -
Working Group - Commission 1044

Appoint a Commissioner.
[Agenda Item Report - AIR-23-101 - Pdf](#)
- 10.9. Upcoming Conferences: 1045
a. Fall FAST Fly-In to Washington, D.C. - Commissioner Jacobs
b. National League of Cities - City Summit in Atlanta, GA. November
16-18, 2023 - Mayor Mohammed
c. Florida League of Cities Legislative Conference November 29th to
December 1st - Mayor Mohammed

I am attending

[Agenda Item Report - AIR-23-109 - Pdf](#)

11. OLD BUSINESS

- 11.1. Public Records Requests by the Commission - Mayor Mohammed, 1046 -
Town Clerk Martell 1057

Public records requests submitted by the Commission, needing to be filled by the Finance Department needs to be prioritized based on the completion of the audit and budget.

[Agenda Item Report - AIR-23-110 - Pdf](#)

- 11.2. CLOSE-OUT MEMORANDUM - Vice Mayor Morrisette, Town Clerk 1058 -
Martell 1065

Public apology to Ms. Reutlinger and Mrs. Martell

[Agenda Item Report - AIR-23-108 - Pdf](#)

12. DISCUSSION

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

16. ANNOUNCEMENTS

- 16.1. Special Magistrate Hearing, Wednesday, September 20th at 9:00 AM
2nd Budget Hearing, Wednesday, September 27th at 6:00 PM
Workshop Commission meeting, Wednesday, September 27th at 7:00 PM
Regular Commission meeting, Wednesday, October 11th at 7:00 PM

CALENDAR OF EVENTS:

Fall Festival tentatively scheduled for October 27
Health Fair, Saturday, November 4, 2023
Tentative Thanksgiving Giveaway, Monday, November 20, 2023 from 6PM to 9PM
Toy Giveaway, Friday, December 16, 2023, from 11AM to 3PM

17. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk



TOWN OF PEMBROKE PARK PROCLAMATION SUICIDE PREVENTION MONTH

WHEREAS: the TOWN OF PEMBROKE PARK COMMISSION is firmly committed to raising awareness about Suicide Prevention in the Town of Pembroke Park and Broward County.

WHEREAS: the month of September is nationally recognized as Suicide Prevention Awareness Month.

WHEREAS: more than 45,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicides.

WHEREAS: suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death.

WHEREAS: the American Academy of Pediatrics, the Children's Hospital Association, and the American Academy of Child and Adolescent Psychiatry have declared a national emergency in child mental health.

WHEREAS: suicide is the second leading cause of death for children, adolescents, and young adults age 10 to 24 years.

WHEREAS: it is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings.

WHEREAS: it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as poisons, prescription drugs, and firearms; get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1- 800-273-8255 or text 741741.

WHEREAS: the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their Lock It Up! gun safety program.

WHEREAS: the Florida Chapter of the American Academy of Pediatrics has provided significant leadership in suicide prevention through community education and programming.

THEREFORE, BE IT RESOLVED that THE PEMBROKE PARK TOWN COMMISSION designates the month of September as Suicide Prevention Month and enthusiastically supports the mission of Lock It Up!, and the League of Women Voters of Broward County Gun Safety Committee, as well as the Florida Chapter of the American Academy of Pediatrics, by encouraging safe storage of firearms and removal of other lethal means to prevent suicide.

Dated this 13th day of September 2023.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



TOWN OF PEMBROKE PARK PROCLAMATION

BROWARD MENTAL HEALTH SUMMIT DAY

WHEREAS, Mental Illness affects thoughts, feelings, behaviors, and general interaction with others and the stigma associated with Mental Illness must be addressed so that no one feels shame or disgrace in seeking help and treatment; **WHEREAS**, Code Enforcement Officers are responsible for improving neighborhood and the quality of lives of the residents in and community; and

WHEREAS, recent tragedies in Broward County and nationwide require that our communities engage in meaningful education and discussion to identify the early signs of Mental Illness in order to take charge of the situation and reverse it before it gets worse;

WHEREAS, in addition to the recent tragedies, according to the CDC's National Center for Health Statistics, Suicide rates increased 36% between 2000 and 2021. It was responsible for more than 48,183 deaths in 2021, which is about one death every 11 minutes.

WHEREAS, according to the American Foundation for Suicide Prevention, on average, there are 132 suicides per day in the U.S.;

WHEREAS, in response to the need for identifying and treating Mental Illness, a grassroots effort was undertaken by the principal mental health providers in Broward County (including county/federal government, private sector, and nonprofit organizations), to join forces in a historic effort to increase awareness and education by holding an "in-person and virtual summit" open to the general public for FREE during the 2021 National Suicide Prevention Week;

WHEREAS, the "6th Annual Broward Mental Health Summit," titled Reimagining Wellness Across the Generations, is presented by Memorial Healthcare System, UKG, Aetna, and the Sheriff's Foundation of Broward County, bringing together the leading mental health providers in South Florida from county/federal government, private practice, nonprofits, and academia to discuss and examine the current issues relating to mental health in Broward County affecting all populations;

WHEREAS, everyone wanting to learn about the mental health issues facing our communities, whether you're a healthcare provider, first responder, community leader, business owner, elected official, or just simply a concerned citizen, you'll learn from the 6th Annual Broward Mental Health Summit, information tools and a better understanding of the challenges affecting those with mental health issues;

WHEREAS, by acknowledging all those who have been affected by Mental Illness, we help the general public understand its effects on the citizens of the Town of Pembroke Park and

WHEREAS, the Town of Pembroke Park remains committed to raising awareness in order to combat stigma and educate our community about Mental Illness;

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim designate September 7, 2023 as "**BROWARD MENTAL HEALTH SUMMIT DAY**" in the Town of Pembroke Park, Florida

Dated this 13th day of June 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**NATIONAL HISPANIC HERITAGE
MONTH SEPTEMBER 2023**

WHEREAS, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage and countless contributions of those whose ancestors were indigenous to North America as well as those who came from Spain, Mexico, the Caribbean, Central America and South America; and

WHEREAS, what began in 1968 as Hispanic Heritage Week under President Johnson was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, the date September 15 is significant because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Additionally, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, recognize and honor the many ways that Hispanics have enriched the fabric of our society while also rededicating ourselves to address the lack of equal access to opportunity that many still face; and

WHEREAS, Hispanics continue their rich tradition of significant and diverse contributions to the cultural, educational, economic and political vitality of the Town of Pembroke Park; and

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of September as

Dated this 13th day of September, 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

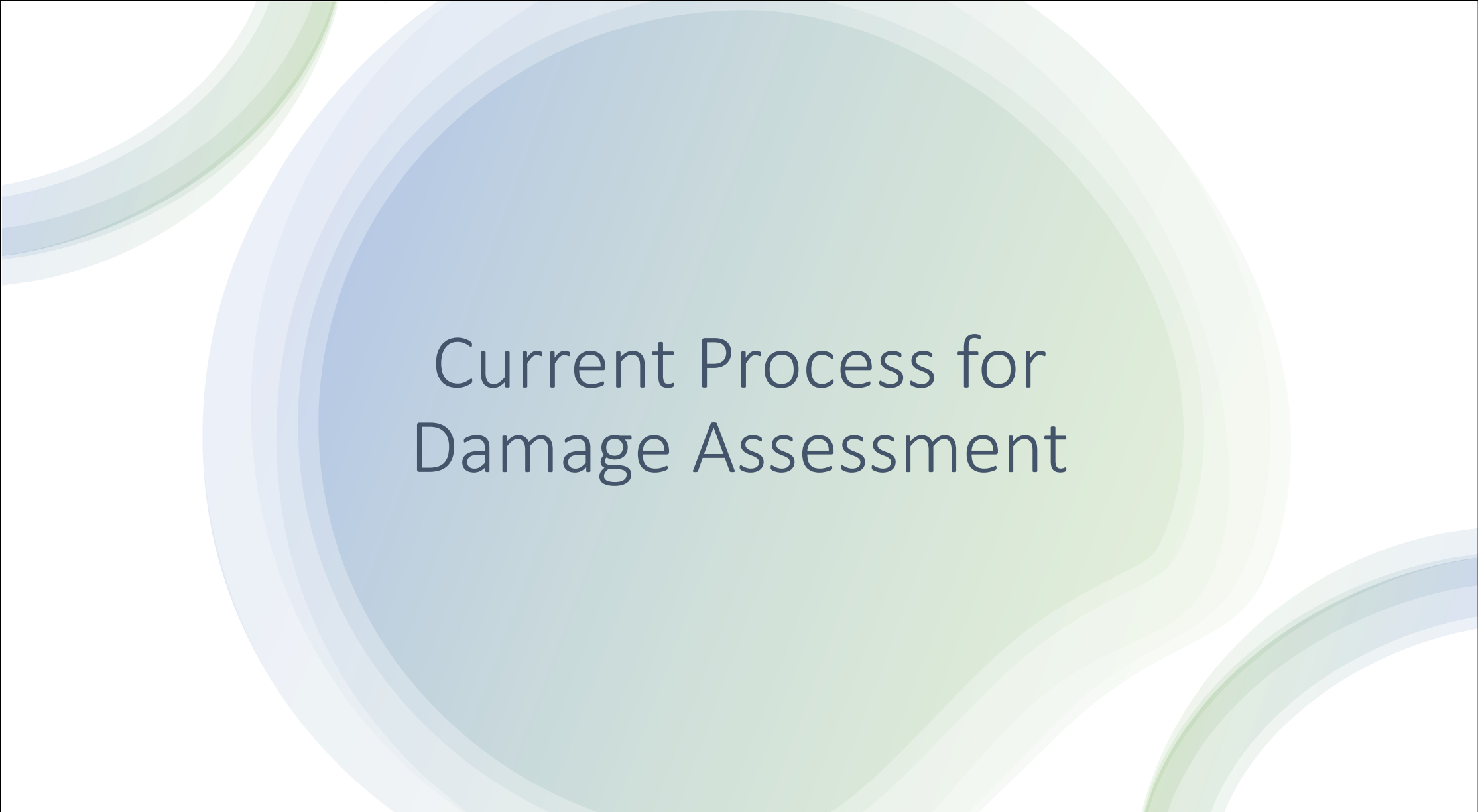
Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



Damage Assessment Solution for Emergency Management

Town of Pembroke Park, FL



Current Process for Damage Assessment

Report Home Damage Tool (Broward County)

- Limited Scalability
 - Requires input from individual homeowners
- Lack of Local Control & Customizability
 - Hosted & Maintained by Broward County
- Insufficient Documentation
 - Does not allow for uploading images of damage
(Note: images shown are stock examples of damage level, not images of actual damaged resident structures)
 - Additional info, justification must be collected via a separate process to apply for FEMA reimbursement
- Quality Control Concerns
 - No input validation (e.g. validate address is in jurisdiction, subjective damage assessment, etc.)



Report Home Damage

Step 1 - Report the Location

House Number: Direction: Street Name: Street Type:

City: State: ZIP:

Step 2 - Select the Damage Level

Level 1 - No or minor damage; habitable



Level 2 - Major damage; habitable



Level 3 - Major damage; uninhabitable

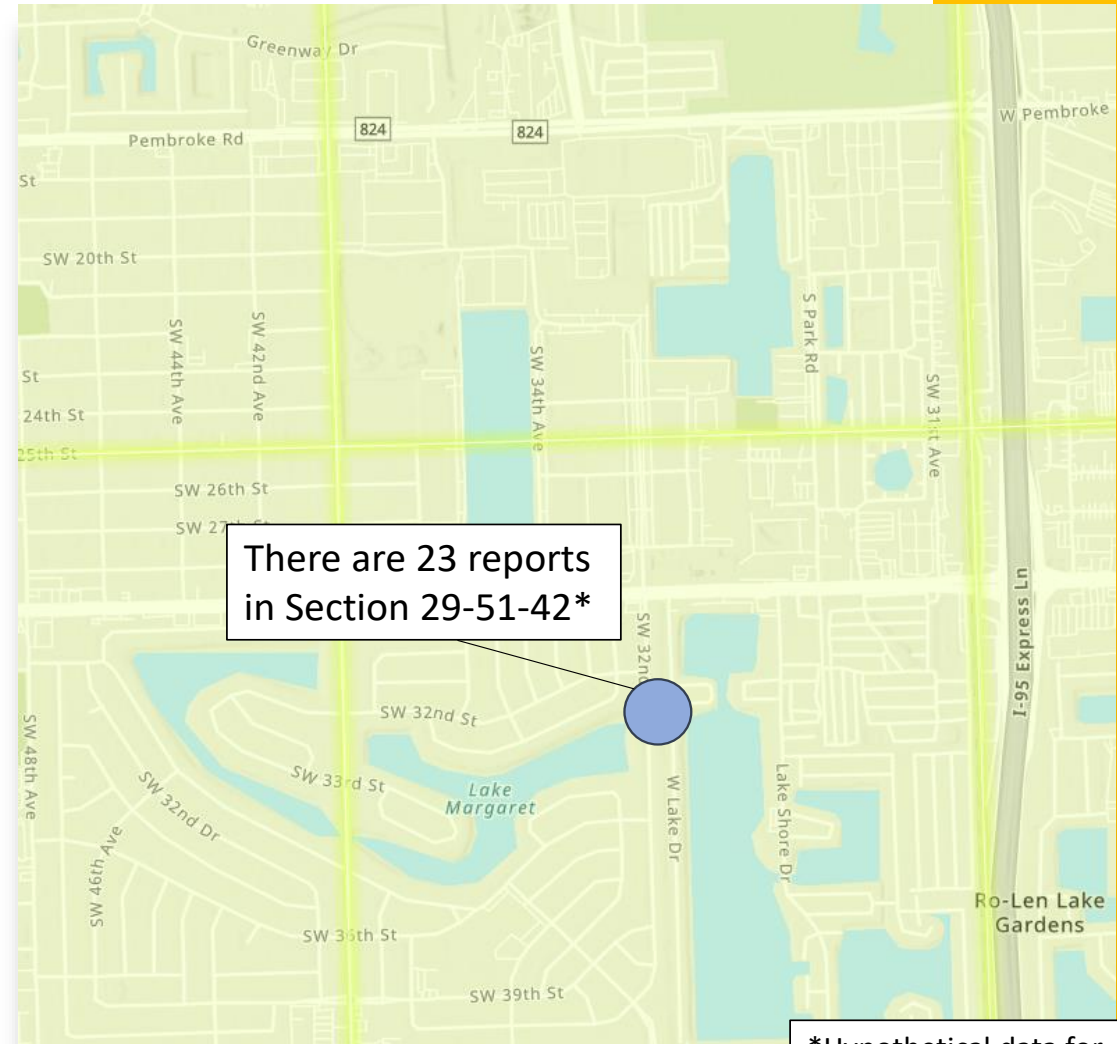


Level 4 - Destroyed



Report Home Damage Tool (Broward County)

- Generalized Visualization
 - Aggregate results are only visualized at a Section level
 - Only narrows down location to one of four parts of Pembroke Park

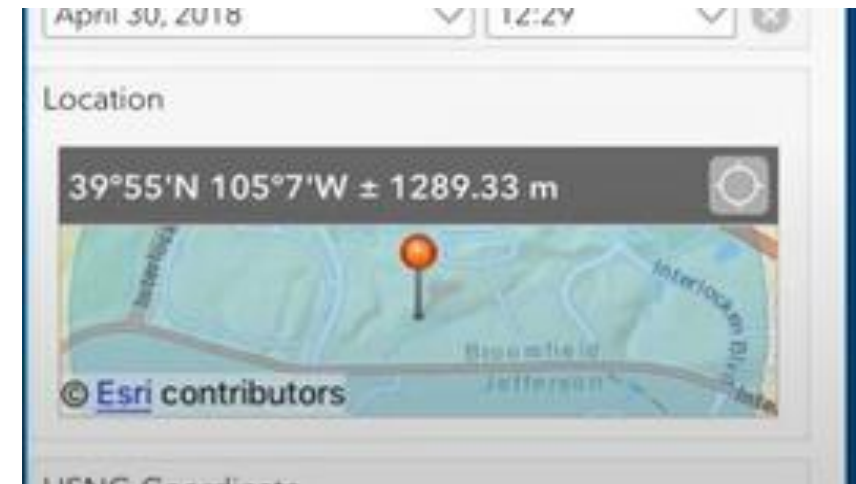
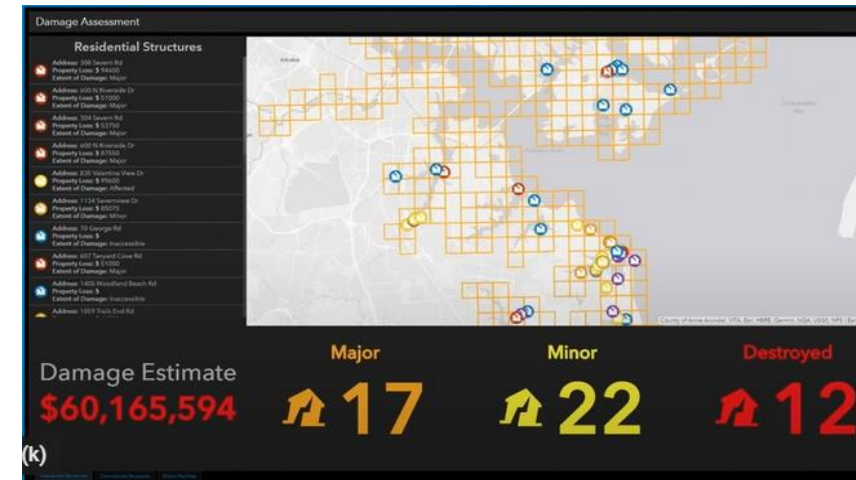


*Hypothetical data for illustrative purposes only

Proposed Solution

Pembroke Park Emergency Management Damage Assessment Solution

- End-to-end Damage Assessment tool
- Specific to Pembroke Park's needs
- Users can enter pinpoint accurate data
- For use by field crews, office staff, and the public (optional)
- Components:
 - Database for tracking damage reports
 - Web interface for desktop users to enter damage info
 - Mobile app for field users to enter damage info
 - Dashboard for real-time analytics



Benefits



Flexible & Scalable

Input by Town staff (field crews and/or back-office staff)
Optionally, the Town can allow input by the public



Local Control & Customizability

Hosted & Maintained by
Pembroke Park



Robust Documentation

Fully supports multiple file types
Full integration with FEMA digital Initial Damage Assessment (IDA) format process ([FEMA source link](#))



Quality Control Best Practices

Smart tools for validating input
Minimizes data entry error



Questions

Alpharetta (Global)

900 Holcomb Woods Parkway
Roswell, GA 30076
7706434400
www.interdev.com



We have prepared a quote for you

Emergency Management Damage Assessment Solution

QUOTE # 006388 V1

PREPARED FOR

Town of Pembroke Park, FL

PREPARED BY

Nathan Holder

Project Summary

InterDev will design and implement an end-to-end solution that will help elevate Pembroke Park's preparedness for hurricanes and other natural disasters.

InterDev brings a wealth of experience from decades of providing technology solutions to local governments. InterDev's expertise, combined with the latest location intelligence software available from Esri, will result in an easy-to-use, low-maintenance, off-the-shelf solution tailored to Pembroke Park's unique needs.

Work Approach

Data Modeling (10 hours)

InterDev will develop a data template that the Town can use for damage assessment field collection. InterDev will tailor it toward the most likely disaster scenarios (such as hurricanes, flooding, etc.), but will also include elements that could be used in response to many other natural disasters. InterDev will work with town staff to identify needed information and opportunities for optimization.

Solution Development (85 hours)

InterDev will employ a range of Esri products to construct a tailored end-to-end solution, precisely aligned with the specific requirements of the town. Key components of the solution will include Field Maps, a mobile app for data collection, Survey123, a software for designing surveys, Experience Builder, and Instant Apps, tools for creating customizable web applications. The ultimate outcome will be a streamlined process for emergency management personnel to swiftly and effortlessly record damage information following hurricanes or other natural disasters.

Staff Training (20 hours)

InterDev will provide training and demonstrations of the web application to the staff users. InterDev will also create a user guide detailing the app's core functionality.

Project Scope

The objective of this project is to create a web solution for assessing and capturing data from damage caused by. InterDev will leverage several Esri products to build an end-to-end solution that is tailored to the town's specific needs. Specifically, InterDev will utilize *Field Maps* (a data collection mobile app), *Survey123* (a survey designing software), *Experience Builder*, and *Instant Apps* (tools for creating templated and customizable web applications). The result will be a solution that allows emergency management personnel to quickly and easily capture damage information after a hurricane or other natural disaster. Thereby streamlining the process of submitting relevant data to FEMA for reimbursement.

InterDev will assist Pembroke Park in coordinating with Esri to obtain the licensing needed to implement and use this solution successfully. As designed, this will require (1) Creator license and (4) Mobile Worker licenses. All software licensing is payable directly to Esri. InterDev anticipates the cost of these licenses to be between \$2,000 and \$2,500. Please request a quote from Esri for official pricing.

InterDev will create a user guide that will detail how to perform the most common user interactions with the new solution. InterDev will demonstrate all functionality to town staff during up to two (2) live, remote sessions. InterDev will work with town staff to schedule these sessions at times that are mutually convenient and will use Microsoft Teams to conduct these remote sessions. The town may request that one or both sessions be recorded, provided the request is made in writing and in advance.

Project Cost

** Pricing does not reflect software; see Esri for pricing and additional details*

Description	Price	Qty	Ext. Price
Development of a new "Emergency Management Damage Assessment"	\$112.00	115	\$12,880.00
Subtotal:			\$12,880.00

Terms and Assumptions

Proposed pricing and statement of work is "Time & Materials, Not to Exceed." The Town will only be billed for actual hours of work completed.

InterDev will make every reasonable effort to provide the Town with finished products whenever feasible within the allotted "not to exceed" number of hours. Only the items specifically mentioned in the "Deliverables" section below are guaranteed.

The Town of Pembroke Park is responsible for ordering and purchasing the following from Esri (InterDev can facilitate for the town if requested).

Deliverables

InterDev has outlined the following items as end-state deliverables.

- GIS data template tailored towards natural disaster damage recording
- Mobile application or web interface for field works to use for capture of disaster damage data in GIS
- Interactive Disaster Damage Map
- Training guide or slides demonstrating how to use the GIS tools and functions provided

7706434400
nholder@interdev.com
www.interdev.com



Emergency Management Damage Assessment Solution



Prepared by:

Alpharetta (Global)
Nathan Holder
678-672-1508
Fax 6786721555
nholder@interdev.com

Prepared for:

Town of Pembroke Park, FL
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Mark Pakula
(954) 701-4345
mpakula@tppfl.gov

Quote Information:

Quote #: 006388
Version: 1
Delivery Date: 06/30/2023
Expiration Date: 07/30/2023

Quote Summary

Description	Amount
Project Cost	\$12,880.00
Total:	\$12,880.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

Town of Pembroke Park, FL

Signature:

Nathan Holder

Signature:

Name:

Nathan Holder

Name:

Mark Pakula

Title:

Business Development Manager

Date:

Date:

06/30/2023



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Tuesday, August 1, 2023
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, August 1, 2023, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Bill Hodgkins; and Commissioner Geoffrey Jacobs

EXCUSED: Acting Clerk Commissioner Musfika Kashem

1 CALL TO ORDER

MEETING CALLED TO ORDER BY MAYOR MOHAMMED AT 6:05PM

2 PLEDGE OF ALLEGIANCE

LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL

The meeting was called to order at 6:05 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; and Geoffrey Jacobs, Commissioner. Musfika Kashem, Acting Clerk Commissioner excused absent

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Suzi Reutlinger, Assistant to Town Clerk; Babette Friedman, HR Director; Aleem Ghany, Public Services Director.

MOTION TO ACCEPT THE AGENDA AS IS MOVED BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSED 4-0

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

6 PRESENTATIONS - NONE

7 OLD BUSINESS - NONE

8 NEW BUSINESS

Commissioner Jacobs recommended that the Town Managers email remain active.
Direction given to the Manager to work with the Public Works Director to have the drains cleared.

Meeting to be scheduled for Commissioner Jacobs and Public Works Director Ghany.

1. Town Manager Resignation, appointment of Interim Town Manager - Mayor and Commission

MOTION TO ACCEPT TOWN MANAGER LETTER OF RESIGNATION, WITH THE RESIGNATION DATE OF SEPTEMBER 1, MOVED BY COMMISSIONER JACOBS, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 4-0

FLORIDA CITY COUNTY MANAGERS ASSOCIATION SENIOR ADVISORY
KEN PARKER SPOKE ON RECORD
MR. PARKER TO SEND TO COMMISSIONERS A LIST OF ALL AVAILABLE SENIOR MEMBERS
INTERIM TOWN ATTORNEY HOROWITZ TO CHECK THE STATUS OF THE FORMER BUILDING OFFICIAL.

MOTION TOR THE TOWN MANAGER TO MOVE FORWARD WITH THE FCCMA FOR THR FULL SERVICE OF THE TOWN MANAGERS SERVICE IN AN AMOUNT NOT TO EXCEED \$35,000.00 MADE BY COMMISSIONER JACOBS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSED 4-0.

ONCE NAMES RECEIVED, ONE-ON-ONE MEETINGS WILL BE SET UP

9 ATTORNEY COMMENTS

NONE

10 TOWN MANAGER COMMENTS

TOWN MANAGER THANKED THE COMMISSION FOR THE OPPORTUNITY TO SERVE THEM.

11 COMMISSIONER COMMENTS

Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT THERE ARE SEVERAL POSITIONS IN THE TOWN THAT ARE CURRENTLY OVERWORKED AND UNDER PAID. HE CONTINUED TO SAY THAT THESE POSITIONS NEED TO BE FILLED AS SOON AS POSSIBLE AND THAT WE NEED TO GET WELL QUALIFIED PERSONNEL IN THESE POSITIONS.

Clerk Commissioner Hodgkins - NONE

Vice Mayor Morrisette- NONE

Mayor Mohammed - MAYOR MOHAMMED THANKED JC FOR HIS THREE (3) YEARS OF SERVICE TO THE COMMUNITY. SHE WISHED HIM THE BEST SUCCESS IN THE FUTURE AND THANKED HIM.

12 ANNOUNCEMENTS

1. Back to School Giveaway, Saturday, August 19, 2023, from 10AM to 4PM
Special Magistrate Hearing, Wednesday, August 16, 2023 at 9:00 AM
Workshop Commission meeting, Wednesday, August 23, 2023 at 6:00 PM
1st Budget Hearing, Wednesday, September 13, 2023 at 6:00
Regular Commission meeting, Wednesday, September 13, 2023 at 7:00 PM

13 ADJOURNMENT

WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 7:25 PM

Commission approved: _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



MINUTES SPECIAL COMMISSION MEETING EMPLOYEE BENEFITS

5:30 PM - Thursday, August 17, 2023
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, August 17, 2023, at 5:30 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Bill Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

by Mayor Mohammed at 5:30pm

2 PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 5:31 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner and Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner

Interim Town Manager Aleem Ghany; Jacob Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk and Ra Shana Dabney-Donovan, Acting Operation Police Chief.

4 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

5 PRESENTATIONS

1. Employee Insurance Benefits - Pension Advisor Rosen

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO ADOPT THE PLAN AS STATED

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote.

6 ANNOUNCEMENTS

2. Back to School Giveaway, Saturday, August 19 from 10:00 AM to 4:00 PM at
Town Hall

7 ADJOURNMENT

With no further Town business motion to adjourn passed unanimously at 5:44 PM.

Commission Approved on _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

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MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Thursday, August 17, 2023
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, August 17, 2023, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Bill Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

by Mayor Mohammed at 6:01pm

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:01 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner and Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner

Interim Town Manager Aleem Ghany; Jacob Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk and Ra Shana Dabney-Donovan, Acting Operation Police Chief.

4 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

5 PRESENTATIONS

1. Investigation of Commissioner Jacobs - Attorney Haddad

Attorney Haddad Spoke on record.

Moved by Vice Mayor Erik Morrisette

Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO HAVE THE SPECIAL COUNSEL REPORT SENT TO ALL THE

RELEVANT GOVERNMENT ENTITIES

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote.

6 ANNOUNCEMENTS

1. Back to School Giveaway, Saturday, August 19 from 10:00 AM to 4:00 PM at Town Hall
Workshop Commission Meeting, Tuesday, August 23 at 6:00 PM

7 ADJOURNMENT

With no further Town business motion to adjourn passed unanimously at 6:24 PM.

Commission Approved on _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

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TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, August 23, 2023

6:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER Mayor Mohammed call meeting to order at 6:08pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

A MOMENT OF SILENCE WAS OBSERVED FOR THE LOSS OF AN EMPLOYEE

3 ROLL CALL The meeting was called to order at 6:08 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Gany, Interim Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; Emergency Management Manager Louis; Interim Chief Building Official Pizzillo and Ra Shana Dabney-Donovan, Interim Police Chief.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Town of Pembroke Park
Workshop Commission Meeting
August 23, 2023

9.1 WAS A DUPLICATE AND REMOVED

14.3 - CHANGE WORDING TO SOLID WASTE COMMITTEE

5.1 REMOVED FROM AGENDA BUT MOVED TO NEXT MEETING ON SEPTEMBER 13, 2023.

5 PRESENTATIONS

1. Legislative Update - Senator Pizzo

REMOVED AND PLACED ON THE NEXT AGENDA

6 REPORTS OF COMMITTEES AND TOWN STAFF

1. Fire Department - Chief Kane

FIRE CHIEF KANE PRESENTED REPORT AND SUBMITTED FOR COMMISSION REVIEW

7 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

1. July Monthly Report

INTERIM BUILDING OFFICIAL PIZZILLO PRESENTED REPORT AND SUBMITTED FOR COMMISSION REVIEW

2. Revision to Broward County Enhanced Local Mitigation Strategy - Emergency Management Manager Louis

LINE ITEM

RESOLUTION TO BE READY FOR THE MEETING HELD ON SEPTEMBER 13, 2023

8 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

1. Code Compliance Report - May to July 2023

CHIEF CODE COMPLIANCE OFFICER RAMIREZ PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

9 HUMAN RESOURCES ISSUES

1. Interim Town Manager Position - Mayor Mohammed

Town of Pembroke Park
Workshop Commission Meeting
August 23, 2023

REMOVED

2. Town Attorney Services - Mayor and Commission

Submittals:

Nason Yeager

Ottinot Law

Weiss Serota

LINE ITEM

3. Staffing of the Police Department - Clerk Commissioner Hodgkins

LINE ITEM

4. Interim Town Manager Position - Mayor Mohammed

ASSISTANT TO THE TOWN CLERK REUTLINGER TO SCHEDULE INDIVIDUAL INTERVIEWS WITH EACH LAW FIRM. THE BID CAN BE AWARDED ON SEPTEMBER 13TH. ASSISTANT TO THE TOWN CLERK REUTLINGER TO PUT A PACKET TOGETHER FOR ALL COMMISSIONERS (DIGITAL FOR ACTING CLERK COMMISSIONER KASHEM AND COMMISSIONER JACOBS) ONCE REVIEWED COMMISSIONERS TO SCHEDULE INTERVIEWS.

LINE ITEM

5. Consultant for the Police Department - Mayor Mohammed

INTERIM POLICE CHIEF DABNEY-DONOVAN REQUESTING OBTAIN A CONSULTANT TO ASSIST WITH STANDARD POLICIES AND PROCEDURES.

LINE ITEM

10 POLICE DEPARTMENT - INTERIM POLICE CHIEF DABNEY-DONOVAN

1. Pembroke Park Police Department 5 Month Statistical Update

INTERIM CHIEF OF POLICE DABNEY-DONOVAN PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

2. CERA

ITEM PLACED AS A LINE ITEM.

11 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR GHANY

1. Roof Replacement - additional costs

LINE ITEM

CONTRACT TO BE AMENDED THEN BROUGHT BACK TO THE COMMISSION

2. MPO-CSLIP (S.W. 52nd Avenue and South Park Road Bike Path & Sidewalk Improvements)

ITEM ON CONSENT AGENDA

3. City of Hollywood - Large Users price increase

INFORMATIONAL

4. FDOT - Roadway Lighting Design and Maintenance

DESIGN WILL BE BROUGHT BEFORE THE COMMISSION

5. FL Department of Environmental Protection - Vulnerability Assessment Agreement

ITEM PLACED ON CONSENT

12 ORDINANCES

1. 2023-008 - Medical Marijuana - Commissioner Jacobs

ORDINANCE NO. 2023-008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 28 OF THE TOWN CODE OF ORDINANCES ENTITLED "ZONING," BY CREATING SECTION 29.94 ENTITLED "MEDICAL MARIJUANA DISPENSING FACILITIES PROHIBITED"; PROVIDING FOR PURPOSE AND FINDINGS; PROHIBITING MEDICAL MARIJUANA DISPENSING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK AND DECLARING EXISTING USES LEGAL NONCONFORMING;**PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

LINE ITEM

2. 2023-009 Economic Development Advisory Board - Commissioner Jacobs

ORDINANCE NO. 2023-009

Town of Pembroke Park
Workshop Commission Meeting
August 23, 2023

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

LINE ITEM

3. 2023-010 Chapter 4 Animals - Commissioner Jacobs

ORDINANCE NO. 2023-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PERTAINING TO THE SUBJECT OF ANIMALS; AMENDING CHAPTER 4 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ANIMALS;" TO PROVIDE FOR ADDITIONAL AND UPDATED REGULATIONS FOR KEEPING OF CERTAIN FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

LINE ITEM

MODIFICATION TO NUMBER OF CHICKENS BASED ON LOT SIZE

13 NEW BUSINESS

1. Ban smoking in Public Places - Mayor Mohammed

ATTORNEY TO WORK ON ORDINANCE AND TO BE BROUGHT BACK ON
SEPTEMBER 13, 2023

2. Discussion on the Police Department Audit - Vice Mayor Morrisette

ATTORNEY TO PREPARE RFP TO REQUEST A FINANCIAL AUDIT REGARDING
THR POLICE DEPARTMENT BUILD OUT.

3. Proposal for Town Audit (USDA)

ATTORNEY TO PREPARE RFP

4. Shoreline Foundation Inc. - Interim Town Attorney Horowitz

ITEM PLACED ON CONSENT

Town of Pembroke Park
Workshop Commission Meeting
August 23, 2023

14 DISCUSSION

1. Commissioner Jacobs

1. Update on Miguel Nunez case - Included are the finalized reports, attorney fees, and the overall investigation expenses.

2. Discussion on Memorial Day incident - All related documents are categorized under pending public records requests.

DISCUSSION

2. Building Department Audit - Mayor Mohammed

ATTORNEY TO PREPARE RFP FOR PERMIT FEE COST ANALYSIS AND REVENUES, ALSO NEED TO ADD POLICE DEPARTMENT IMPACT FEES

3. Appointing a Commissioner to a Solid Waste Working Group- Town Manager

LINE ITEM TO APPOINT VICE MAYOR MORRISSETTE TO THE WORKING GROUP

15 TOWN CLERK COMMENTS None

16 ATTORNEY COMMENTS None

17 TOWN MANAGER COMMENTS None

18 COMMISSIONER COMMENTS

1. Commissioner Jacobs - None

Acting Clerk Commissioner Kashem - Commissioner Kashem would like to schedule a meeting with all Commissioners to discuss putting together a master Plan for the Park

Clerk Commissioner Hodgkins - None

Vice Mayor Morrisette - None

Mayor Mohammed - None

19 ANNOUNCEMENTS

1. 1st Budget Hearing, Wednesday, September 13, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, September 13, 2023 at 7:00 PM

Special Magistrate Hearing, Wednesday, September 20, 2023 at 9:00 AM

2nd Budget Hearing, Wednesday, September 27, 2023 at 6:00 PM

Workshop Commission Meeting, Wednesday, September 27, 2023 at 7:00 PM

CALENDAR OF EVENTS:

Fall Festival tentatively scheduled for October 28 or 29

Health Fair, Saturday, November 4, 2023

Thanksgiving Giveaway, Monday, November 20, 2023 from 6PM to 9PM

Toy Giveaway, Friday, December 16, 2023, from 11AM to 3PM

20 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT
7:58PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Workshop Commission Meeting
August 23, 2023



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Tuesday, September 5, 2023
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, September 5, 2023, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Bill Hodgkins and Acting Clerk Commissioner Musfika Kashem. **ABSENT -** Commissioner Geoffrey Jacobs

1 CALL TO ORDER

MEETING CALLED TO ORDER AT 6:01PM

2 PLEDGE OF ALLEGIANCE

LED BY MAYOR MOHAMMED AND COMMISSIONERS

3 ROLL CALL

The meeting was called to order at 6:01 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner and Musfika Kashem, Acting Clerk Commissioner. Geoffrey Jacobs, Commissioner – ABSENT

Additional staff in attendance were Aleem Ghany, Interim Town Manager; Quentin Morgan, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk and Ra Shana Dabney-Donovan, Acting Police Chief.

4 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE

5 PRESENTATIONS

1. Pension Actuarial Valuation Report - Pension Advisor Rosen

Moved by Vice Mayor Erik Morrisette

Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION - AUTHORIZATION TO PAY \$90,812.00 FOR THE FISCAL YEAR 2021/2022 TO THE STANDARD FOR THE TOWN OF PEMBROKE PARK STANDARD COMMISSION RETIREMENT PLAN

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

PASSED 4-0 in a recorded vote.

6 RESOLUTIONS

NONE

7 ORDINANCES

NONE

8 OLD BUSINESS

NONE

9 NEW BUSINESS

1. Temporary Finance Services - Mayor Mohammed

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION - TO SELECT DAVID DILENA AS THE TEMPORARY FINANCE SERVICE FOR THE TOWN OF PEMBROKE PARK AND HAVE THE ATTORNEY PREPARE THE CONTRACT

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

PASSED 4-0 in a recorded vote.

2. Amending Investigations Procedures - Mayor Mohammed

Outside Counsel

In the event the Town Manager, Town Attorney, Human Resources Director, or Town Commission are the subject of the complaint. The Town must contract out to Outside Counsel to ensure a fair investigative process. The cost and expense of Outside Counsel to conduct an investigation pursuant to this section shall not exceed \$25,000 without the prior approval of the Town Commission. Outside counsel shall advise the Town if an investigation reaches \$20,000 in cost and expense to ensure that the Town

Manager has an opportunity to seek additional funding for the investigation from the Town Commission, if necessary.

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION - TO AMENDING INVESTIGATION PROCEDURES

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

PASSED 4-0 in a recorded vote.

10 ATTORNEY COMMENTS

NONE

11 TOWN MANAGER COMMENTS

INTERIM GHANY WENT OVER THE DATES FOR THE BUDGET HEARING, WHICH IS SEPTEMBER 13, 2023 AND SEPTEMBER 27, 2023

12 COMMISSIONER COMMENTS

Vice Mayor Morrisette - stated to Interim Ghany that he appreciated all of his effort and catching all the curve balls, that he's doing a fantastic job.

Clerk Commissioner Hodgkins - Agreed with what Vice Mayor Morrisette said.

Mayor Mohammed - none

13 ANNOUNCEMENTS

1. 1st Budget Hearing, Wednesday, September 13, 2023 at 6:00 PM
Regular Commission Meeting, Wednesday, September 13, 2023 at 7:00 PM
Special Magistrate Hearing, Wednesday, September 20, 2023 at 9:00 AM
2nd Budget Hearing, Wednesday, September 27, 2023 at 6:00 PM
Workshop Commission Meeting, Wednesday, September 27, 2023 at 7:00 PM

CALENDAR OF EVENTS:

Fall Festival scheduled Friday, October 27, 2023

Health Fair, Saturday, November 4, 2023

Thanksgiving Giveaway, Monday, November 20, 2023 from 6PM to 9PM

Toy Giveaway, Friday, December 16, 2023, from 11AM to 3PM

14 ADJOURNMENT

WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 6:28 PM

Commission Approved on _____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

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**AMENDED COLLATERAL ASSIGNMENT OF SHORELINE FOUNDATION INC.'S
RIGHTS AND INTERESTS TO LICENSE AGREEMENT**

THIS AMENDED COLLATERAL ASSIGNMENT OF SHORELINE FOUNDATION, INC.'S RIGHTS AND INTERESTS TO LICENSE AGREEMENT (this "**Assignment**"), is entered on August __, 2023, but made effective as of October 7, 2022, by SHORELINE FOUNDATION, INC., a Florida corporation, having an address at 2781 SW 56th Avenue, Pembroke Park, Florida 33023 ("**Borrower**"), to AMERANT BANK, N.A., a national banking association ("**Lender**"), having an address at 220 Alhambra Circle, 9th Floor, Coral Gables, Florida 33134, and acknowledged and consented to by the TOWN OF PEMBROKE PARK, a Florida municipal corporation, having an address at 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 ("**Town**"), recites and provides:

RECITALS

A. This Assignment is given in connection with a loan in the principal sum of \$1,400,000.00 (the "**Loan**") being made by Lender to Borrower pursuant to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note in the principal amount of the Loan, dated the date hereof made by Borrower to Lender (such Note, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, being hereinafter collectively referred to as the "**Note**")

B. The Loan is secured by, among other things, a Florida Real Estate Mortgage, Assignment of Leases, Rents and Security Agreement dated of even date herewith between Borrower and Lender (the "**Security Instrument**"), which grants Lender a first lien on certain property located in Broward County, Florida, as more particularly described therein (collectively, the "**Property**"). The Note, the Loan Agreement, the Security Instrument, this Assignment and any of the other documents executed by Borrower and Guarantor (as such term is defined in the Loan Agreement) evidencing or securing the Loan are collectively referred to as the "**Loan Documents**".

C. Pursuant to the terms and conditions of a certain License Agreement dated December 15, 2008 (as amended, the "**License Agreement**"), attached hereto as Exhibit 'A', by and between Borrower and Town, Town has granted to Borrower an exclusive license to use a portion of a platted alley adjacent to Borrower's property, referred to in the License Agreement as the "**Shoreline Licensed Area**".

Lender requires as a condition to the making of the Loan that Borrower collaterally assign its rights and interests to the License Agreement for the right to use and to occupy the Shoreline Licensed Area, as set forth below.

AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

{00550782.1 3399-0000000 }

1. Force and Effect. Borrower and Town hereby represent and warrant that the Management Agreement is in full force and effect

2. Assignment of Borrower's Rights and Interests to the License Agreement. As additional collateral security for the Loan, Borrower hereby conditionally transfers, sets over and assigns to Lender all of Borrower's right, title and interest in and to the License Agreement, said transfer and assignment to automatically become a present, unconditional assignment, at Lender's option exercised by written notice to Borrower and Town, upon the occurrence and during the continuance of Event of Default. After exercise of Lender's rights under this Paragraph 2, (i) Town shall, subject to the terms and conditions contained herein, continue to provide and allow Lender to use and to occupy the Shoreline Licensed Area in accordance with, and to the extent provided for in, the License Agreement and shall take no further instruction from Borrower or any other person or entity (other than Lender) in connection therewith and (ii) neither Lender nor Successor Owner (as defined herein) shall be responsible or liable for any representation or warranty made by Borrower under the License Agreement or for any act, omission or default by Borrower under the License Agreement which occurred prior to exercise of Lender's rights under this Paragraph 2, and each such act, omission or default shall be deemed to have been waived by Town and shall not constitute grounds for the termination of the License Agreement by Town or for any other claim or liability against Lender, provided, however, such waiver by Town in favor of Lender shall not preclude Town from pursuing a claim against Borrower with respect thereto.

3. Termination. At such time as the Loan is paid in full and the Security Instrument is released or assigned of record, this Assignment and all of Lender's right, title and interest hereunder with respect to the License Agreement shall terminate.

4. No Oral Change. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

5. Liability. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

6. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

7. Governing Law. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the State of Florida and the applicable laws of the United States of America.

8. Headings, etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

9. Duplicate Originals, Counterparts. This Assignment may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

10. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

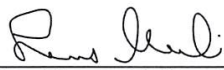
11. Consent and Agreement by Town. Town hereby acknowledges and consents to this Assignment and agrees that Town will act in conformity with the provisions of this Assignment and Lender's rights hereunder or otherwise related to the License Agreement. Nothing in this Assignment is intended to affect the Town's rights under the License Agreement, including the right to terminate pursuant to Section 8 thereof.

12. Notices. All notices required or permitted hereunder shall be given and shall become effective as provided in the Loan Agreement. All notices to Manager shall be addressed to Manager at its address set forth in the preamble of this Assignment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, on the day and year first above written.

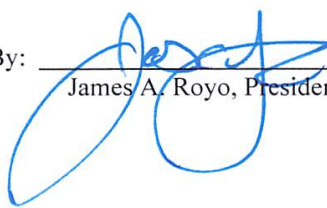
LENDER:

AMERANT BANK, N.A.

By: 
Luis Rodriguez-Molina, Vice President

BORROWER:

SHORELINE FOUNDATION, INC.,
a Florida corporation

By: 
James A. Royo, President

ACKNOWLEDGED AND CONSENT TO BY:

TOWN:

TOWN OF PEMBROKE PARK, a Florida
municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT "A"

{00550782.1 3399-0000000 }

Record & Return to:

Sтивен J. Wernick, Esq.
Buzin Sumberg Beena Price & Axnirod LLP
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131-2336

LICENSE AGREEMENT

15 THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the day of November, 2008, by and between the TOWN OF PEMBROKE PARK, a Florida municipal corporation, whose address is 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 ("Town"); and SHORELINE FOUNDATION, INC., a Florida corporation, whose address is 2781 SW 56th Avenue, Pembroke Park, Florida 33023 ("Shoreline"); and FILIPPO ANTONINO, an individual, whose address is 2831 SW 56th Avenue, Pembroke Park, Florida 33023 ("Antonino", collectively with Shoreline referred to as "Licensees"). Town, Shoreline, and Antonino may hereinafter be collectively referred to as "Parties".

RECITALS:

WHEREAS, Licensees are property owners within the municipal boundaries of the Town of Pembroke Park, more specifically that Shoreline is the owner of that property described in Exhibit "A" and Antonino is the owner of that property described in Exhibit "B"; and

WHEREAS, the Parties have recently discovered the existence of a twenty-foot wide platted public right-of-way, of approximately eight-thousand (8,000) feet located on the Miami Gardens Estates Section 9 plat and adjacent to the property owned by Licensees (the "Alley"), identified in Exhibit "C"; and

WHEREAS, the Parties acknowledge that the Alley was dedicated to the perpetual use of the public; and

WHEREAS, Licensees or their predecessors have been operating separate businesses, more specifically that Shoreline has operated its corporate headquarters and that Antonino has operated an auto mechanic shop within portions of the Alley, without knowledge of the existence of the platted Alley, and that Licensees desire to continue operating their respective businesses without disruption; and

WHEREAS, the Town has issued building permits and certificates of occupancy for structures owned by Shoreline and Antonino; and

WHEREAS, Shoreline was first put on notice of the existence of the platted Alley by the Town of Pembroke Park in a letter dated August 8, 2006, and

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WHEREAS, the Town recognizes that the Alley is not being used as a public right-of-way for transportation or public access through the property, but nonetheless, does not wish to vacate the Alley in favor of the Licensees; and

WHEREAS, the Town recognizes the benefit of the ad valorem tax revenue generated by the businesses of both Licensees and does not wish to disrupt the operation of the Licensees' respective businesses; and

WHEREAS, the Town is, therefore, amenable to entering into a License Agreement for the benefit of the Licensees and the Town; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for Ten and 00/100 (10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Licensees agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

Section 2. Grant of License. Town hereby grants to Licensees, and Licensees hereby accepts from Town, upon the terms and conditions hereinafter set forth, an exclusive license (the "License") to use portions of the Alley, as follows and collectively referred to as "Licensed Areas":

(a) The License affords to Shoreline the ability to use that portion of the Alley depicted on the attached Exhibit "D" ("Shoreline Licensed Area"); and

(b) The License affords to Antonino the ability to use that portion of the Alley depicted on the attached Exhibit "E" ("Antonino Licensed Area").

Section 3. Effective Date. This Agreement shall be effective upon the date of execution and recordation of this Agreement with the Clerk of the Circuit Court of Broward County (the "Effective Date"). Licensees shall pay the costs of recordation.

Section 4. Term. The License shall be for a term commencing on the Effective Date and terminating ninety-nine (99) years after the Effective Date, unless sooner terminated as provided herein (the "Term").

Section 5. License Fee. The annual fee for the License shall be five-hundred dollars (\$500.00), with an annual increase in the annual fee of two percent (2%) per year throughout the Term, made payable to the Town of Pembroke Park on or before January 1 of each calendar year.

Section 6. Use of Licensed Areas. Licensees may occupy and use the Licensed Areas for business purposes during the Term hereof, subject to the restrictions herein:

(a) Licensees shall not use or occupy the Licensed Areas for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule, with the exception of Section 28-327 of the Code of Ordinances of the Town of Pembroke Park (the "Code"); (ii) may be dangerous to persons or property, including, without limitation, the use or storage of any flammable substances; (iii) may create a nuisance or disturb any residents or neighboring property owners. Licensees, at their sole cost and expense shall apply for and maintain during the term of the License any and all permits, permissions, licenses or other approvals required under applicable law for use of the Licensed Areas as permitted hereunder and provide copies to Town.

(b) Licensees shall cause employees, agents, owners, tenants, invitees, and customers of the Licensees ("Licensee Parties") to comply with all of the use restrictions and covenants contained in Section 6(a) herein.

(c) If a Licensee fails to comply with any of the use covenants or restrictions contained in Section 6(a) and 6(b) herein, Town shall have the right, if the Licensee has not corrected the failure within thirty (30) days after delivery of written notice, to revoke the License or a portion of the License, as to the applicable Licensee that has failed to comply with the use covenants or restrictions.

(d) Licensees shall enjoy the rights to use of Licensed Areas as to the portions of the Alley identified with each Licensee in Section 1 herein. Nothing contained herein shall be construed to mean that the actions of either Shoreline or Antonino shall impact on the rights and obligations of the other.

Section 7. Condition of Licensed Areas. Licensees accept the Licensed Areas in their "as is" condition as of the date hereof. Licensees acknowledges that Town shall not be required to alter, remodel or improve the Licensed Area or to ready the Licensed Areas for Licensees' occupancy or use, and no representations respecting the condition of the Licensed Areas have been made by Town to Licensees. Licensees shall not make or cause to be made any improvements or additions to the Licensed Areas, which increase the square footage of any existing structures or add new structures, without Town's prior written consent, which may be withheld in its sole and absolute discretion.

Section 8. Right of Termination. The License may be terminated only under the following express conditions:

(a) Mutual written agreement between Town and any named Licensee, as applicable, or

(b) Unilateral action by Town after appropriate notice and opportunity to cure, as identified in Section 6(c) herein.

(c) By Town, as to either or both Licensed Areas, or by either Licensee for its respective Licensed Area, in the terminating Party's sole discretion, upon one-hundred eighty (180) days notice to all Parties, if the Town Commission, by resolution, determines and demonstrates that the permanent closure of adjoining public rights-of-way necessitates use of the Licensed Areas for public vehicular access.

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Section 9. Maintenance of Licensed Areas. Licensees shall be responsible for maintenance of the Licensed Areas at its sole cost and expense.

Section 10. Surrender of Licensed Areas. On or before thirty (30) days after the expiration or termination of the License, whether by lapse of time or otherwise, Licensees shall surrender the Licensed Areas in the same condition as of the Effective Date, ordinary wear and tear accepted. Licensees shall remove all personal property and/or structures located on the Licensed Areas.

Section 11. Failure to Surrender. If Licensees fail to surrender the Licensed Areas or any part thereof, as required in Section 10 herein, Licensees shall pay Town all damages, including, without limitation, incidental and consequential damages, sustained by reason of such failure and Licensees shall pay all reasonable attorneys' fees and costs incurred by Town by reason of Licensee's holding over.

Section 12. Notices. Any notices required or permitted under this Agreement shall be deemed to have been given when delivered by hand or overnight courier, or mailed by certified registered mail with return receipt requested at the following addresses:

If to Town at:	Dr. Robert A. Levy, Town Manager Town of Pembroke Park 3150 SW 52 nd Avenue Pembroke Park, Florida 33023
With copy to:	Christopher J. Ryan, Town Attorney Ryan & Ryan, LLC 700 East Dania Beach Blvd. Dania Beach, Florida 33004
If to Shoreline at:	James A. Royo, President Shoreline Foundation, Inc. 2781 SW 56 th Avenue Pembroke Park, Florida 33023
With copy to:	Howard E. Nelson, Esq. and Steven J. Wernick, Esq. Bilzin Sumberg Baena Price & Axelrod LLP 200 S. Biscayne Blvd. Suite 2500 Miami, FL 33131
If to Antonino at:	Filippo Antonino 2831 SW 56 th Avenue Pembroke Park, Florida 33023

Section 13. Waiver of Claims. Licensees release Town and its agents, servants and employees from, and waive all claims for and damages to persons or property sustained by Licensee or by any occupant of the Licensed Area, or by any other persons, resulting directly or indirectly, or in any way attributable to the use or occupancy of the Licensed Areas.

Section 14. Indemnity and Insurance

(a) Licensees hereby agree to indemnify and hold harmless Town and its agents and employees from and against any injury, expense, damage, liability or claim, imposed on Town and its agents and employees, by any person whomever, whether due to damage to the Licensed Areas, claims for injuries to the person or property of any other owner, tenant, guest, invitee or licensee of either Licensee's Property or of any other person in or about the Licensed Areas, or administrative or criminal action by a governmental authority, whether such injury, expense, damage, liability or claim results from the act, omission, negligence, misconduct or breach of any provisions of this Agreement by Licensees, the Licensee Parties or from any accident or incident occurring within the Licensed Areas, however and by whomever caused.

(b) Licensees hereby agree to indemnify, defend and hold harmless Town and its successors and assigns, from and against all claims, causes of actions, liabilities, obligations, judgments, damages, penalties, fines, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements), whether foreseen or unforeseen, directly or indirectly arising from or related to the presence of, release of, or exposure to any Hazardous Substance, as defined herein, that is brought or caused to be brought by either Licensee into the Licensed Areas or any non-compliance by either Licensee of any present or future federal, state, or local law, rule, regulation, or order pertaining to the environmental regulation, health, safety, contamination, or clean-up ("Environmental Law"). As used herein, "Hazardous Substance" means any hazardous, toxic, or harmful substance, waste, pollutant, or contaminant (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances, and those raw materials that include hazardous constituents). This Section shall survive termination of this Agreement.

(c) Town shall not be liable for any theft or damage to any automobiles or any personal property located in any automobiles that use and/or park in the Licensed Areas.

(d) Town shall not be liable or responsible for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God or public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, or due to the Licensed Areas, or by the happening of any accident in or about the Licensed Areas, or due to any act of neglect of any agent, servant, owner, tenant, guest, invitee or employee of Town or of any other person.

(e) Each Licensee shall procure and maintain throughout the term of the License, a policy or policies of commercial general liability insurance, including contractual liability, insuring itself and Town as named insureds against any and all liabilities or claims for bodily injury, including death and personal injury, and claims for property damage, due to the acts, omissions, or negligence of the Licensee or the Licensee Parties or arising out of the condition, use or occupancy of the Licensed Areas, with limits of no less than five-hundred thousand dollars (\$500,000.00) for combined single limit per occurrence for bodily injury and property damage with a general aggregate limit of one-million dollars (\$1,000,000.00). All insurance policies procured and maintained by Licensees pursuant to this Section shall be carried with companies licensed to do business in the State of Florida, and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Town. Licensees shall provide proof of insurance to the Town within sixty (60) days of the effective date of this Agreement, and thereafter shall provide proof of renewal of insurance on an annual basis.

Section 15. Subordination. The License and the rights of Licensee hereunder shall be and are hereby made subject and subordinate to any ground lease, to the lien of any mortgage, mortgages or deeds of trust now or hereafter existing against the Town's Property, or any part of parts thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made or hereafter to be made upon the security thereof.

Section 16. Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Agreement is or are ultimately determined by a court of law to be in violation of any local, state or federal law, or public policy, and if such court shall declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all Parties that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of the Town and Licensees under the remainder of this Agreement shall continue in full force and effect.

Section 17. Relationship between Parties. This Agreement shall create the relationship of licensor and licensee between the Town and each Licensee as to the applicable License Area. In no event shall (i) this Agreement be deemed a lease, (ii) Licensees be deemed to have any property interest in the real property that constitutes the Licensed Areas, (iii) any landlord-tenant relationship be deemed to exist, or (iv) Licensees be deemed to have any leasehold interest of any kind or any possessory rights with respect to the Licensed Areas. This Agreement grants to Licensees only a personal privilege to use and occupy the Licensed Areas with the rights and obligations set forth in this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof. All prior understandings and agreements between the Parties concerning the subject matter hereof, including, letters and applications related to the proposed vacation of the Alley, are superseded by this Agreement.

Section 19. Captions: Exhibits. The headings and captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement. The exhibits attached to this Agreement are hereby incorporated into and are an integral part of this Agreement.

Section 20. Construction of Laws Governing this Agreement; Venue; Court Proceedings. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Any action brought under or with respect to this Agreement must be brought in a court located in Broward County, Florida, and having jurisdiction therein. It is mutually agreed by and between the Town and Licensees that the respective parties hereto shall and they do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, and Licensees' use of the Licensed Areas, whether such claim is in contract or tort.

Section 21. Attorney's Fees. In any law suit or court action between Licensor and a Licensee arising out of or under this Agreement, the prevailing party in such law suit or court action shall be entitled to and shall collect from the non-prevailing party the reasonable attorneys' fees and court costs actually incurred by the prevailing party with respect to said lawsuit or court action.

Section 22. Arms Lengths Negotiations. This Agreement has been negotiated "at arm's length" by and between Licensor and Licensees, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement. Therefore, this Agreement shall not be more strictly construed against any party by reason of the fact that one party may have drafted any or all of the provisions of this Agreement.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned and through their authorized corporate officials have executed this Agreement on the day, month and year set forth below:

Signed, sealed and delivered in the TOWN
presence of:

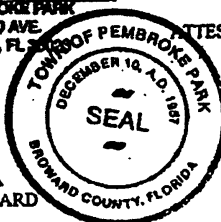
Town of Pembroke Park, a Florida
Municipal Corporation

Sign: [Signature]
Print Name: RAVENA JOSEPH
Address: TOWN OF PEMBROKE PARK
3150 SW 52ND AVE.
PEMBROKE PARK, FL 33023
(CITY SEAL)

By: [Signature]
Emma Shoaff, Mayor
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Sign: [Signature]
Print Name: James Tiedake
Address: _____

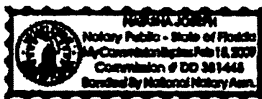
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE.
PEMBROKE PARK, FL



TEST: [Signature]
Georgina Cohen, Clerk
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, this 15th day of December, 2008 by Emma Shoaff, as Mayor, and Georgina Cohen, as Clerk of the Town of Pembroke Park, Florida, a Florida Municipal Corporation, on behalf of the municipal corporation. They are personally known to me.



[Signature]
Notary Public
State of Florida at Large
My commission expires:

Signed, sealed and delivered in the SHORELINE
presence of:

Shoreline Foundation, Inc.

Sign: Bethie Nardone
Print Name: Bethie Nardone
Address: 4130 SW 172 RD
Suwannee, FL 32331

By: James A. Royo
James A. Royo
President
Shoreline Foundation, Inc.
2781 SW 56th Avenue
Pembroke Park, Florida 33023

Sign: James A. Royo
Print Name: James A. Royo
Address: 4130 SW 172 RD
Suwannee, FL 32331

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, this 20th day of
NOVEMBER, 2008 by James A. Royo, on behalf of Shoreline Foundation, Inc. James
A. Royo is personally known to me or produced _____ as
Identification.

[Signature]
Notary Public
Commonwealth of Massachusetts
My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Elizabeth London
Commission # DD817001
Expires: AUG. 21, 2012
RECORDED THIRD ATLANTIC RECORDING CO., INC.

Signed, sealed and delivered in the presence of: ANTONINO

Filippo Antonino

Sign: [Signature]
Print Name: Maria Duda
Address: 5100 Washington St
Hollywood FL 33021

By: [Signature]
Filippo Antonino

Sign: [Signature]
Print Name: LUCIANO ANTONINO
Address: 4215 ROOSEVELT ST
HOLLYWOOD FL 33021

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, this 1 day of DEC, 2008 by Filippo Antonino. Filippo Antonino is personally known to me, or produced FLDL as identification.

[Signature]
Notary Public
State of Florida at Large
My commission expires:



Randy A. Giunto
Commission # DD821877
Expires April 23, 2010
Notary Public - Insurance Fee: \$100-\$200

Exhibit "A"

Shoreline Legal Description

THE NORTH 100.00 FEET OF LOT 1 TOGETHER WITH LOT 2 THROUGH 11,
INCLUSIVE, "MIAMI GARDENS ESTATES SECTION 9", ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 16, OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.

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11

Exhibit "B"

Antenino Legal Description

LOT 1, LESS THE NORTH 100 FEET THEREOF AND LESS THE SOUTH 150 FEET, AND
LOT 12, OF MIAMI GARDENS ESTATES SECTION NINE, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 16, OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.

MIAMI 1632696.4 7585320238
11/14/08

12

Exhibit "C"

Miami Gardens Estates Section 2

[see below]

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11/14/08

13

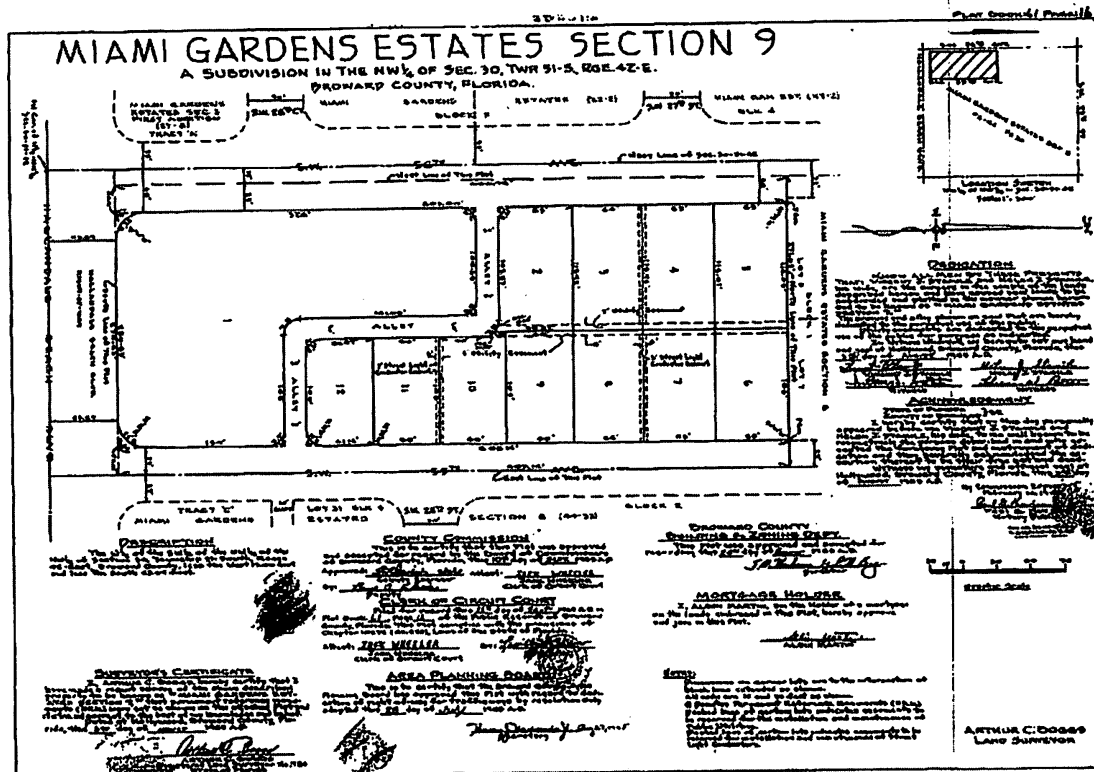


Exhibit "D"

Shoreline Licensed Area

[see below]

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11/14/08

14



ALLISON ASSOCIATES, INC.

Professional Land Surveyors

4570 N.E. 4th Avenue
Fl. Lauderdale, FL 33334

Phone (954) 771-2231
Fax (954) 771-0522

SKETCH & LEGAL DESCRIPTION OF A 20 FOOT ALLEY TO BE VACATED

A 20 FOOT WIDE ALLEY LOCATED WITHIN THE PLAT ENTITLED "MIAMI GARDENS ESTATES SECTION 9", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE N.00°00'00"E, ALONG THE WEST LINE OF SAID LOT 1, 311.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'59" AND A RADIUS OF 15.00 FEET FOR AN ARC DISTANCE OF 23.57 FEET TO A POINT OF TANGENCY; THENCE S.89°59'01"E., ALONG THE NORTH LINE OF SAID LOT 1, TO THE NEXT DESCRIBED CURVE FOR 70.62 FEET; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE, TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°58'50", FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE S.00°00'11"E., ALONG THE WEST LINE OF SAID ALLEY, 85.00 FEET; THENCE N.15°58'20"E., 20.60 FEET; THENCE N.00°00'11"W., ALONG THE EAST LINE OF SAID ALLEY, 100.00 FEET TO A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THENCE NORTHWESTERLY ALONG SAID CIRCULAR CURVE, TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'50" FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE N.89°59'01"W., ALONG THE NORTH LINE OF SAID ALLEY, 90.61 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CIRCULAR CURVE, TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°59'01", FOR AN ARC DISTANCE OF 23.56 FEET; THENCE S.00°00'00"W., 50.00 FEET TO SAID POINT OF BEGINNING.

SAID LAND LYING WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 4,361.30 SQUARE FEET, MORE OR LESS.

ADDRESS: 2781 S.W. 56TH AVE., PEMBROKE PARK, FL.

CERTIFIED TO:

SHORELINE FOUNDATION

ALLEY "A"

NOTES:

- ① LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHTS-OF-WAY OF RECORD UNLESS STATED ABOVE WITH COMMITMENT FIG.
- ② ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.
- ③ THE BOUNDARY LINES SHOWN HEREON ARE BASED ON THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT. NO SEARCH OF THE PUBLIC RECORDS BY ALLISON ASSOC., INC. TO VERIFY OWNERSHIP.
- ④ BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
- ⑤ UNDERGROUND OR INTERIOR IMPROVEMENTS ARE NOT LOCATED EXCEPT AS NOTED.
- ⑥ BEARINGS BASED ON RECORD PLAT WITHIN THIS DESCRIPTION (W.L.LINE, LOT 1 = N. 00°00'00"E.)
- ⑦ ALL ELEVATIONS ARE BASED ON N.G.V.D. 1929 AND SHOWN THIS

DATE: 1-4-08

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17, FLORIDA ADMINISTRATION CODE.

ROBERT L. ALLISON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION No. 4278

REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

JOB NO: 88-652 A

F.B./PG: N/A

FILE NO: B 61-16

SHEET 1 OF 2 SHEETS

PARCEL 1

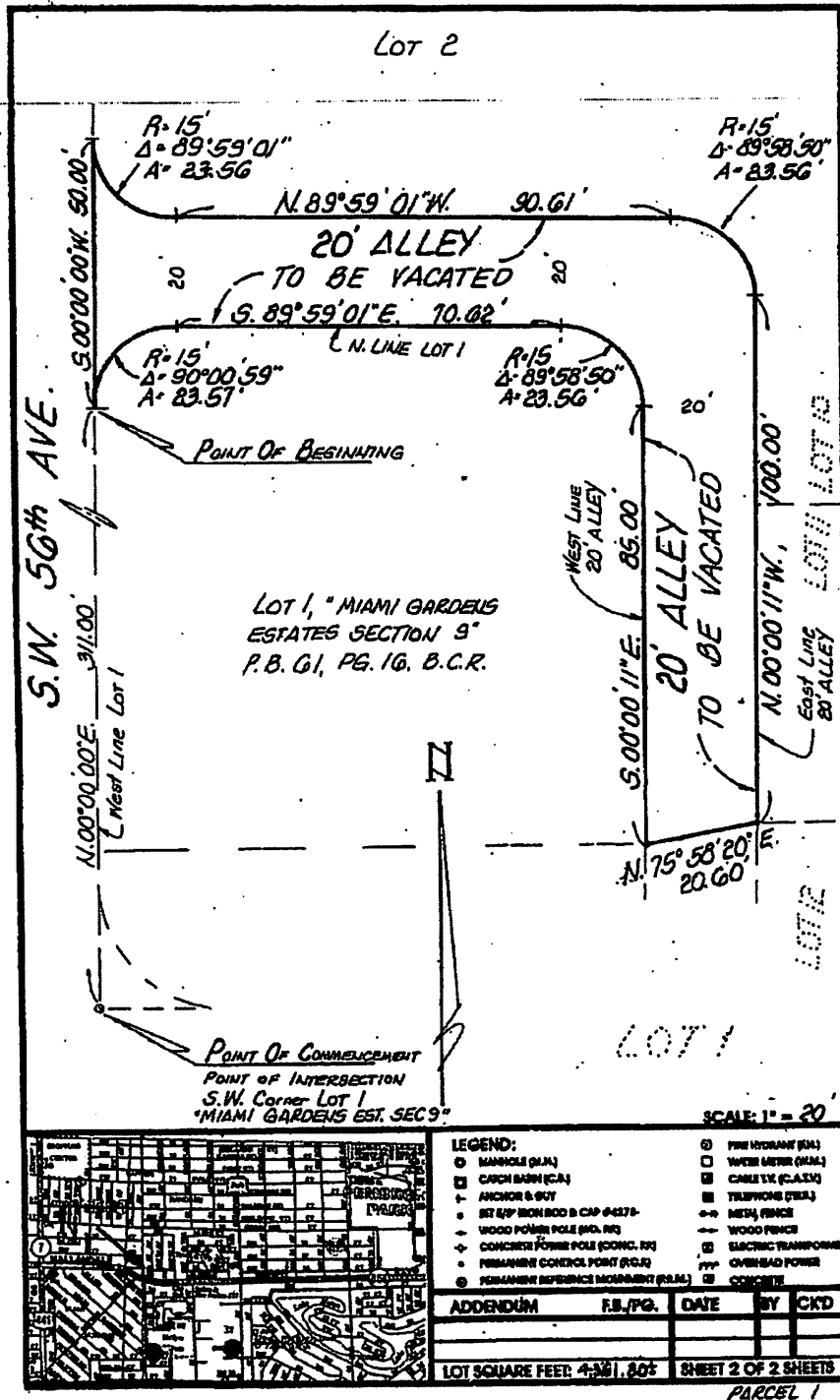


Exhibit "E"

Antonio Licensed Area

[see below]

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15



ALLISON ASSOCIATES, INC.

Professional Land Surveyors

4870 N.E. 4th Avenue
 Ft. Lauderdale, FL 33334

Phone (954) 771-2231
 Fax (954) 771-0522

SKETCH & LEGAL DESCRIPTION OF A 20 FOOT ALLEY TO BE VACATED

A 20 FOOT WIDE ALLEY LOCATED WITHIN THE PLAT ENTITLED "MIAMI GARDENS ESTATES SECTION 9", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT; THENCE N.00°00'00"E, ALONG THE WEST LINE OF SAID LOT 1, 311.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'59" AND A RADIUS OF 15.00 FEET FOR AN ARC DISTANCE OF 23.57 FEET TO A POINT OF TANGENCY; THENCE S.89°59'01"E., ALONG THE NORTH LINE OF SAID LOT 1, TO THE NEXT DESCRIBED CURVE FOR 70.62 FEET; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE, TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°58'50", FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE S.00°00'11"E., ALONG THE WEST LINE OF SAID ALLEY, 85.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE S.00°00'11"E., 61.02 FEET TO A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CIRCULAR CURVE, TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'15" FOR AN ARC DISTANCE OF 23.55 FEET TO A POINT OF TANGENCY; THENCE S.89°58'26"E., ALONG THE SOUTH LINE OF SAID ALLEY, 90.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CIRCULAR CURVE, TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'15", FOR AN ARC DISTANCE OF 23.55 FEET; THENCE N.00°00'11"W., 50.00 FEET TO A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG SAID CIRCULAR CURVE, TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°01'45", FOR AN ARC DISTANCE OF 23.57 FEET; THENCE N.89°58'26"W., 70.00 FEET TO A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CIRCULAR CURVE, TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'15", FOR AN ARC DISTANCE OF 23.55 FEET; THENCE N.00°00'11"W., ALONG THE EAST LINE OF SAID ALLEY, 46.03 FEET; THENCE S.75°58'20"W., 20.60 FEET TO SAID POINT OF BEGINNING.

SAID LAND LYING WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 3,666.177 SQUARE FEET, MORE OR LESS.

ADDRESS: 2831 S.W. 56TH AVE., PEMBROKE PARK, FL.

CERTIFIED TO:

FILIPPO ANTONINO

ALLEY "B"

NOTES:

- ① LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHTS-OF-WAY OF RECORD UNLESS STATED ABOVE WITH COMMITMENT NO.
- ② ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.
- ③ THE BOUNDARY LINES SHOWN HEREON ARE BASED ON THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT. NO SEARCH OF THE PUBLIC RECORDS BY ALLISON ASSOC., INC. TO VERIFY OWNERSHIP.
- ④ BUILDING SETS ARE 90° OR RADIAL TO THE PROPERTY LINE.
- ⑤ UNDERGROUND OR INTERIOR IMPROVEMENTS ARE NOT LOCATED EXCEPT AS NOTED.
- ⑥ BEARINGS BASED ON RECORD PLAT WITHIN THIS DESCRIPTION. (W. LINE, LOT 1 = N.00°00'00"E.)
- ⑦ ALL ELEVATIONS ARE BASED ON N.G.M.D. 1929 AND SHOWN THIS

DATE: 1-4-08

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17, FLORIDA ADMINISTRATION CODE.

ROBERT L. ALLISON
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION No. 4278

REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

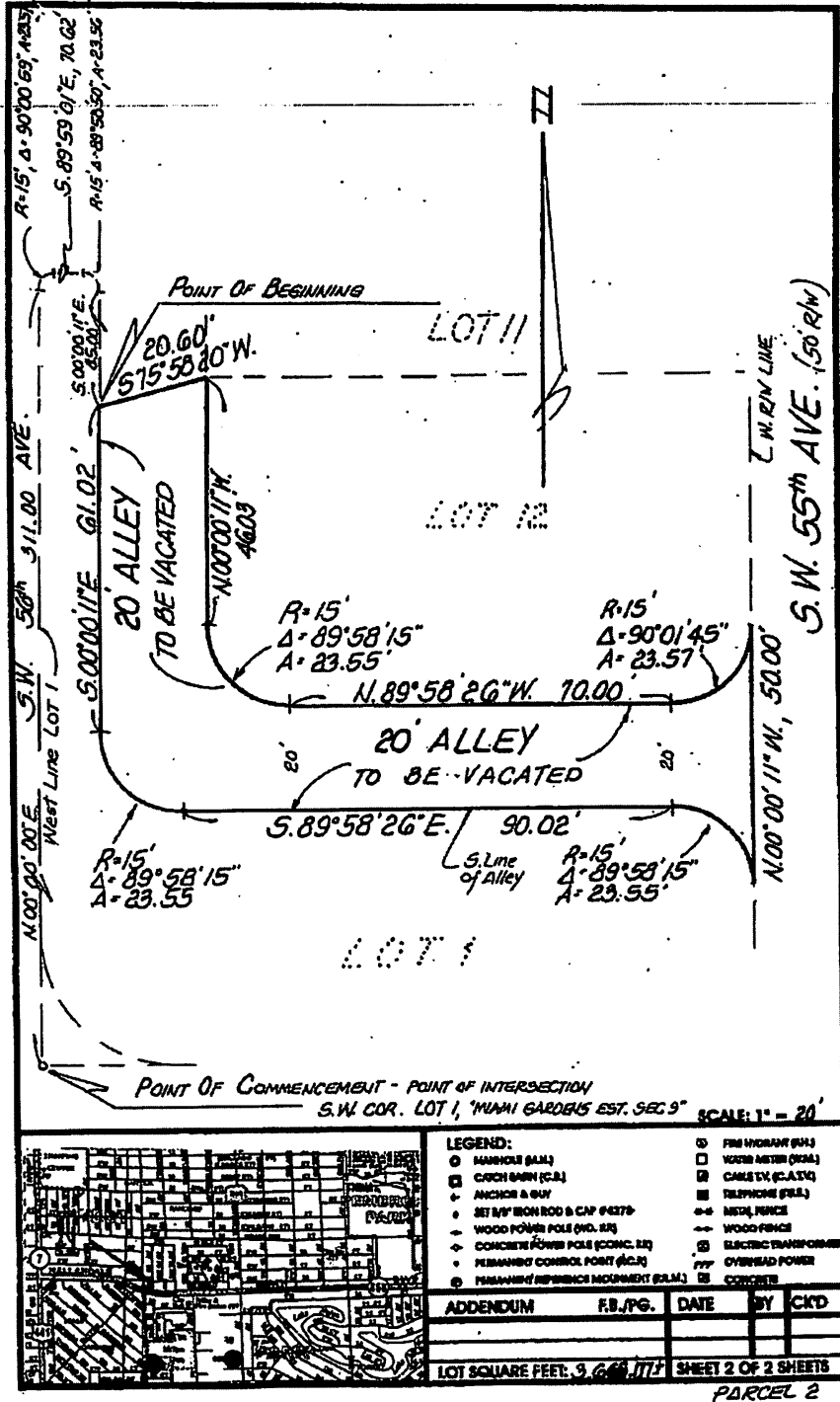
JOB NO: 98-052 B

F.B./P.G: N/A

FILE NO: 80-10

SHEET 1 OF 2 SHEETS

PARCEL 2



I hereby certify this document to be a true correct and complete copy of the record filed in my office. Dated this 19 day of

By Deputy Clerk



AGENDA ITEM REPORT



To:

Subject: MPO-CSLIP (S.W. 52nd Avenue and South Park Road Bike Path & Sidewalk Improvements)

Meeting: 08 23 2023 DRAFT WORKSHOP COMMISSION MEETING - Aug 23 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Procurement of Professional Services - Design \$398,155.00

Construction \$2,311,408.00

Procurement of Professional Services - CEI \$199,077.00

ATTACHMENTS:

[2027_001](#)

[2026_001](#)



MEETING MINUTES

Pre-Kick-Off Meeting Town of Pembroke Park

Tuesday July 19th, 2023 | 10:00 AM – 11:00 AM | Meeting called by FDOT via Microsoft Teams

ALL MEETING COMMENTS ARE IN RED

#	ITEM OF DISCUSSION	EXPECTATIONS																
1.	Introduction	Attendees Sabrina Aubery (FDOT Program Administrator Engineer) Mya Williams (FDOT Local Program Administrator) Landy Ductan (FDOT Local Program Coordinator) Ghany Aleem (Town of Pembroke Park) Lowell Clary (MTECC)																
2.	Project Scope & Limits	448287-1 PEMBROKE PARK VARIOUS LOCATIONS <table><tr><th>Project Scope</th><th>Project Limits</th></tr><tr><td>CONSTRUCTION OF BICYCLE LANES, MISSING SIDEWALKS, MILLING & RESURFACING</td><td>SW 52ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD SOUTH PARK ROAD FROM HALLANDALE BEACH BLVD TO PEMBROKE ROAD</td></tr></table> Town of Pembroke Park has confirmed both the project scope and limits are listed correct.	Project Scope	Project Limits	CONSTRUCTION OF BICYCLE LANES, MISSING SIDEWALKS, MILLING & RESURFACING	SW 52 ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD SOUTH PARK ROAD FROM HALLANDALE BEACH BLVD TO PEMBROKE ROAD												
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3.	Funding	<table><tr><th>Fiscal Year</th><th>Phase</th><th>Phase Total</th><th>Funding Type</th></tr><tr><td>2025</td><td>Procurement of Professional Services -Design</td><td>\$398,155.00</td><td>Federal</td></tr><tr><td>2027</td><td>Construction</td><td>\$2,311,408.00</td><td>Federal</td></tr><tr><td>2027</td><td>Procurement of Professional Services -CEI</td><td>\$199,077.00</td><td>Federal</td></tr></table>	Fiscal Year	Phase	Phase Total	Funding Type	2025	Procurement of Professional Services -Design	\$398,155.00	Federal	2027	Construction	\$2,311,408.00	Federal	2027	Procurement of Professional Services -CEI	\$199,077.00	Federal
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2027	Construction	\$2,311,408.00	Federal															
2027	Procurement of Professional Services -CEI	\$199,077.00	Federal															

Total		\$2,908,640.00	

Initial project funding is subject to the availability of funds and is subject to change due to the nonparticipating/ineligible items. For executed LAP Agreements, the Department will reconcile the project based on the awarded consultant upon letting/issuance of the Bid Concurrence.

Reimbursement for participating items must not exceed the funding available within the allotted fiscal year.

4. Design Delivery

MTECC	Local Agency Procurement
• Interlocal Agency with six current members – supports members on Federally funded projects through FDOT Town of Pembroke Park Program (LAP) • Centralized procurement, engineering expertise with design, bid package preparation, construction oversight/inspection for Federal funded projects • \$50,000 initial fee and \$25,000 per year • Design Consultant Library, Program Management Consultant with Federal expertise – eliminates need for City to have federal expertise for “one-off” Federal funded projects • Project Agreement between MTECC and Town of Pembroke Park • MTECC/City are partners	• Agency must meet all Federal requirements • Agency procures consultant and provides oversight for design and design reviews within Federal requirements • Agency develops the RFP/RFQ to all interested consultants specific to the project, task, or service that includes the evaluation method of a consultant’s specific technical approach and qualifications

The purpose of the meeting is to inform Town of Pembroke Park of the two procurement methods (MTECC and Local Agency’s Procurement Method) currently being used by Local Agencies to deliver projects.

The Broward County MPO and a group of local cities in Broward County developed an Interlocal Agency, MTECC to assist cities on Federally funded projects through FDOT Town of Pembroke Park Program (LAP). Currently, MTECC’s focus is to assist Local Agencies with LAP projects.

MTECC will provide engineering expertise in design, bid package preparation, construction oversight, inspection and right of way. MTECC also consolidates procurement.

Currently, MTECC is only available to assist Local Agencies with Design. In the future, MTECC hopes to combine similar projects, for instance, complete street projects, across cities in Broward.

5. LAP Roles

Responsible Charge	*Project Manager	Title VI Coordinator	ADA Coordinator	GAP Administrator
Residence Compliance Specialist	Contract Compliance Oversight	*Engineering Staff	*Design Project Managers	Procurement Staff

Town of Pembroke Park is to coordinate and fulfill roles listed above.

*MTECC can fulfill the LAP roles on behalf of the local agency. If the local agency decides to procure MTECC.

6. LAP Certification Documents

Town of Pembroke Park to submit all the documents listed below when the department officially kicks off project. In order to initiate the LAP certification process must be uploaded onto GAP for the specific project, even if the Town of Pembroke Park has previously submitted them for a different project.

LAP Certification Tool
SCAT Tool
Title VI Assurance Form
LAP Training Certificates
Organizational Chart

7. Schedule

FDOT SCHEDULE

Activity Name	Due Date
FDOT Kick Off Meeting with Town of Pembroke Park	08/09/2023
Agency Prepares & Submits Project-Specific LAP Certification & RFP Package	11/02/2023
FDOT Approves Draft RFP	03/28/2024
FDOT Encumbrance (LAP Commitment for Consultant Acquisition)	08/02/2024
Local Agency advertisement of Professional Services Package (Solicitation and RFP) (minimum of 14 days)	12/17/2024

Agency must adhere to the Department's Schedule to ensure a successful on time project delivery. Communication and cooperation are key. If the Agency experiences any challenges that may impact project schedule, they should inform their LAP Coordinator as soon as possible. If notified in a timely manner the Department may be able mitigate any impact to production, LAP Commitment dates, or project inactivity.

7. Deadline to Confirm Design Delivery

MTECC PROJECT DELIVERY SCHEDULE

MTECC Action Items	Due Dates
City submit Letter request to MTECC	September 2023
City and MTECC execute MTECC Interlocal Agency Agreement	November 2023
Mini procurement from Design Consultant Library	December 2023
MTECC and City working on Project Agreement & FDOT drafts Design LAP agreement	January 2024
City/MTECC approve Project Agreement and Project Budget	February 2024

Ghany stated the Town of Pembroke Park's Commission Board is currently on summer break. A decision may not be available by September 1st 2023. Lowell stated the City has the option to join after September 1st 2023 if a decision has not been made.
MTECC board meeting is scheduled September 14th, 2023.

The Town of Pembroke Park must inform the department via email to confirm the project delivery method by September 1st, 2023.

8. Comments & Questions

Lowell to send list of 5 firms in Design Consultant Library to Ghany Aleem
Lowell will also provide dates for meetings when MTECC meets with Broward MPO & Local Agencies

Lowell's email address: Lowell.clary@claryconsulting.com
Ghany's email address: agghany@tppfl.gov



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 • FAX (954) 966-5186

MPO-CSLIP Projects 2019 SW 52nd Avenue and S Park Road Bicycle Path and Sidewalk Improvements

FDOT

448287-1

Background:

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town of Pembroke Park has an immediate need for several road improvements throughout its Town, and wants to utilize Broward Metropolitan Planning Organization's (MPO) new program to fund qualifying Town's significant projects under the Complete Streets and other Localized Initiatives Program (CSLIP). The Town is proposing one Broward MPO CSLIP Project for bicycle path and sidewalk improvements at SW 52nd Avenue, and at S. Park Road, both minor collector roadways.

Objectives:

The main purpose to construct bicycle path and sidewalk improvements that will enhance the safety and protection of the Lake Forest and Watkins Elementary School students who walk along SW 52nd Avenue on their way to school in the morning and on their way home in the afternoon. And, to improve the condition of the sidewalks east side of S. Park Road and thereby provide a safer route for pedestrians and bicyclists to travel.

Scope of Work:

The project includes:

South Park Road

- Drainage adjustment for lost swale areas
- Resurfacing to adjust road grades
- Construction of missing sections of sidewalks along the east side, and repair of existing sidewalks along east and west sides
- New bike path along the west side of the road and shared bike path with travel lane on the east side of the road.

52nd Avenue

- Construction of missing sections of sidewalks, and repair of existing sidewalks along east and west sides of the road
- New bike paths along the east side and west sides of the road.

Project Elements:

ADA compliant sidewalks – construct with ADA pavement and grade

Bike lanes – construct 5 feet wide on either side of the road, except where ROW is narrower

Crosswalk – will be added on S Park Road and 25th Street for school bus stop

Drainage – connection and improvement to the sewer main on S Park Road

Landscape –sod will be added or replaced along the roads

Sidewalks – construct 5 feet wide ADA compliant sidewalks, except where ROW is narrower

Cost Estimate of Project

The project for the bike paths and sidewalk improvements is estimated at **\$3,207,753**.

Location of Project:

The sidewalks, bicycles paths, and road improvements work will be located along the east and west sides of SW 52nd Avenue extending south to County Line Road; and on S. Park Road from Hallandale Beach Boulevard extending north to Pembroke Road.

Park Road & SW 25th Street (Looking South)



SW 52nd Avenue (Looking North)



This project includes no:

- Technical analysis
- Broward MPO endorsed corridor study
- Adjacent project to any upcoming or currently underway projects

AGENDA ITEM REPORT



To: Town Commission
Subject: Revision to Broward County Enhanced Local Mitigation Strategy
Meeting: 08 23 2023 DRAFT WORKSHOP COMMISSION MEETING - Aug 23 2023
Department: Building
Staff Contact: jeffrey louis, Emergency Management Manager

BACKGROUND INFORMATION:

The Local Mitigation Strategy (LMS) is a plan to help prepare for hazardous disasters and recover as quickly as possible from post disasters. The Broward County LMS is adopted as the Town of Pembroke Park's LMS as required by State Florida for eligibility for funding mitigation purposes.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

Resolution 13-05-15

RECOMMENDATION:

Staff recommends approval for adoption.

ATTACHMENTS:

[Broward County ELMS 2022 FINAL](#)
[Appendix D LMSWG](#)
[Appendix A Project Prioritization Matrix](#)
[Appendix B Proposed Mitigation Project Form](#)
[Appendix C LMS Proposed Mitigation Project List](#)
[Appendix E Planning Process Support Documents](#)
[Appendix G - Discontinued ELMS Hazard Profiles](#)
[Appendix H Local Enhanced Plan and Mitigation Integration Summary](#)
[Appendix I -- Critical Facilities](#)
[Appendix J Hazards Summary Profile](#)
[Appendix K Loss Estimation Tool](#)
[Appendix L Grant Funding Sources](#)
[Appendix M All Hazards Survey](#)
[Resolution # 13-05-15](#)



**Broward County
Emergency Management**

ENHANCED LOCAL MITIGATION STRATEGY (ELMS)

**for
Broward County
and its
Municipalities**

September 2022



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Preface

The Broward County Local Mitigation Strategy (LMS) was developed in 1997, 1998, 1999, and 2004, 2009, 2012 and 2017. This 2022 update supersedes the prior versions. It was first adopted in March 2000, a follow-up revision was then adopted by the Broward County Board of County Commissioners (BOCC) in April 2005 (Resolution #2005-344), and finally, the most recent official submission to FEMA was adopted by Resolution by the BOCC on January 5, 2010 (Resolution 2010-015). This document was reviewed by the Florida Division of Emergency Management for compliance and consistency with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by Section 322 of the Disaster Mitigation Act of 2000 (P.L. 106-390); the National Flood Insurance Act of 1968, as amended by the National Flood Insurance Reform Act of 2004 (P.L. 108-264); and 44 Code of Federal Regulations (CFR) Part 201 – Mitigation Planning, inclusive of all amendments through September 16, 2009.

In some chapters of the updated Broward County LMS for the year 2009, the data originally submitted in 2004 remained in the LMS as they identify the background and development of the LMS. In 2011-2012, at the County's initiative, the LMS was again updated. The County included enhanced components beyond FEMA's and the State of Florida's planning requirements to produce an "Enhanced LMS" (ELMS). The 2022 update of the plan further expands the hazard identification and vulnerability assessment components to examine new emerging threats and hazards for possible inclusion, particularly urban heat impact. The ELMS conforms to the scope of work items in the FEMA mitigation grant, while also closely mirroring the FEMA Enhanced State Mitigation Plan regulations (where appropriate for locals) and the State's preliminary draft Enhanced Plan Guidance.

Overall, the ELMS has been the County's strategy for positive change for the County's mitigation program in multiple ways. For the ELMS, a beneficial cost-effectiveness screening tool and a framework for a more robust integration of hazard mitigation into the county's core civic business processes (e.g., comprehensive planning, capital improvement funding) was created. The ELMS has also been the drive of more involved mitigation partnering opportunities for the Emergency Management Division, Risk Management Division, the County's property insurer, and the Broward County Government Operations Climate Change group. (For more information on the Climate Change, see the "Sea Level Rise/Climate Change" subsection in Chapter 4; for more information on the County's Climate Change group, see the Capability Assessment Subsection of Chapter 6). These partnerships are broadening the reach of mitigation beyond emergency management to other vital county decision-making and investment processes. For example, the County is seeking to better integrate mitigation into yearly, on-going decisions about county growth, investment, and redevelopment, as well as partnering with other successful efforts, like climate change adaptation that share similar goals.

The ELMS process has helped and will continue to explore short term and long-term strategies and mitigation opportunities on a longer time horizon (i.e., 10 to 20 years) than the required 5-year update, for which the initial steps should be started immediately. For example, climate change action efforts may take longer to plan and implement as well as measures included for funding under the Capital Improvement Plan (CIP), which is typically a 10-year horizon. The following list includes the primary ELMS components that will lead to more robust integrated mitigation efforts in the County:

INCREASED MITIGATION EFFECTIVENESS

*A more detailed look at the
County's risk to natural hazards*

*Emphasis on collaboration and
coordination with other agencies
and organizations, especially
municipalities, the private sector
and other similar groups (Climate
Change Government Action
Group)*

*Integration into other pre- and
post- disaster recovery processes*

*Integration into community
planning processes*

*Development of innovative tools
to increase local mitigation
funding*

HOW ACCOMPLISHED

- Sea level rise subsection
- New urban heat impact subsection
- Detailed economic hot spot analysis describing risk in key economic areas.
- Updated Hazus runs for wind and flood hazards.
- Updated hazard profile information
- Reinforce the Climate Change Task Force's Adaptation Action Areas for long term planning.
- Coordination with Risk Management and county insurer to collaborate on additional mitigation.
- Reinvigorated Private Sector Committee
- Encourage municipalities to increase CRS class rating and provide training/awareness opportunities.
- Multiple opportunities and forums for discussing risk, actions, and priorities
- Better integration with recovery planning (all documents under the Broward County Recovery Plan. These include the Recovery Support Functions (RSF), the Recovery Framework, Damage Assessment, and Infrastructure.
- Quickly identify opportunities to do Public Assistance 406 Mitigation by providing training on eligible projects, pre-identification of potential projects, when to identify and implement projects, and how to potentially comele with other funding sources to maximize disaster resiliency.
- Prepare post-disaster SOP for vulnerable facilities.
- Disaster Housing (integration of Housing Vulnerability into ELMS)
- Identify in Continuity of Operations (COOP) plans facilities that need additional mitigation to preserve function in post-disaster environment
- County seeks to find ways to better integrate mitigation into comprehensive planning and capital improvement planning.
- County encourages municipalities to follow this process and provides tools to do so
- Support future reorganization of the Mitigation Assessment Team (MAT) tool, which provides a mechanism for considering

INCREASED MITIGATION EFFECTIVENESS

HOW ACCOMPLISHED

Continued use of the Loss Estimation Tool to better evaluate mitigation project ideas for FEMA funding

Review past mitigation actions to better define and validate their effectiveness

Exercise of recovery and mitigation actions, strategies, and objectives to increase likelihood of success in post-disaster environment

mitigation for each community investment (not just post-disaster and mitigation grants); helps instill a mindset to always consider mitigation)

- Loss Estimation Tool (LET), which helps screening of potential mitigation projects to measure cost-effectiveness for FEMA mitigation programs.
- Revise project prioritization criteria to better identify high quality, eligible-type, and effective hazard mitigation grant projects
- Reinforce important mitigation funding opportunities such as the Public Assistance 406 program in immediate recovery.
- Include hazard mitigation in emergency management training classes to heighten awareness for increasing the likelihood of project identification during response and recovery.
- Identify key officials and issues.
- Establish support networks.
- Increase the effectiveness of working relationships

The following are the most prevalent benefits of the ELMS for Broward County:

- Better educated and aware agencies and municipalities
- More channels for hazard mitigation integration and intra-county coordination (e.g., project identification, outreach and education, county funded mitigation, recovery, community planning processes, federal grants)
- Establishment of working relationships pre-disaster with multiple key stakeholders
- Increased community funding to mitigation: 1) piggyback on the county insurer's requirements; 2) look for mitigation opportunities in CIP process; 3) partner with County Government Operations Climate Change and LEED group
- Initial screening of mitigation project candidates focuses County and municipal efforts on project ideas more likely to be eligible under FEMA programs.
- Increased discussion of best practices and lessons learned including input from jurisdictions and organizations outside of Broward.
- Increased participation in CRS

- Using the EMAP Hazard Mitigation standards as a benchmark and best practices. Ensuring the ELMS continues to meet the EMAP Hazard Mitigation standards augments the existing mitigation program and develops a greater ability to recover more quickly from disasters.
- Continuation of the robust and comprehensive hazard mitigation program in Broward County that will make the County and its municipalities more disaster resistant and resilient.

This 2022 ELMS update includes the following information and data:

Chapter 1 - Introduction

Description of additions to the LMS document because of the ELMS planning process.

Chapter 2 - Broward County Profile

The Broward County Profile was revised with updated demographic and economic data to reflect current conditions in Broward County.

Chapter 3 - Planning Process

The original Planning Process and the 2002 update remains part of the LMS documentation, as it gives a history of the development of the LMS. In 2009, the chapter was revised to further define the LMS Working Group and the new Executive Committee. This chapter has been revised in this 2022 update to incorporate findings from meetings that occurred during the ELMS planning process, which includes an emphasis on the CRS program and engagement with the Planning Subcommittee to oversee the plan update cycle. It also includes Plan Maintenance. The plan maintenance and updating procedures were updated to ensure continued compliance with the Emergency Management Accreditation Program (EMAP) standards. This section was revised during the ELMS process to include additional ways to integrate mitigation into other planning mechanisms.

Chapter 4 - Risk Assessment

This chapter underwent major revisions and updates in 2009, 2011-2012, 2017, and again in 2022 to depict risk more accurately for Broward County and its municipalities to all hazards. The risk data in the tables and figures were evaluated for current validity. If key risk data was insufficient, the information was updated. This chapter also includes a subsection on climate change and sea level rise, and urban heat impact.

Chapter 5 - Mitigation Initiatives

The Mitigation Initiatives chapter been revised to reflect current goals, objectives, and community actions. It also provides information on the project review and prioritization process as well as the incorporation and/or description of tools developed under the ELMS project (Loss Estimation Tool, Mitigation Assessment Team tool). In addition, the chapter has a section detailing compliance with Element 15 (Identification and Analysis of Mitigation Actions: NFIP Compliance) of the FEMA Planning Guidance.

Appendix A – Project Prioritization Matrix

A new Project Prioritization matrix was developed for the County in 2012 and revised as part of the EMAP self-assessment phase for Broward County in 2016. All current and future projects in Appendix C will be scored and ranked accordingly.

Appendix B – Proposed Mitigation Project Form

The Plan includes the LMS Proposed Project Form used to submit projects that reflects criteria in the Project Prioritization Matrix, key information needed to understand FEMA grant program eligibility, and information needed for CRS Activity 510.

Appendix C – Mitigation Project List

This list was updated on September 29, 2022, and it was recommended to the county to revise it again later in 2012 with sub applicants resubmitting their projects through the new Proposed Mitigation Project Form which was updated in 2016 to include consideration of hazards of most significant concern. The status for each project is included. Projects that have been completed or no longer viable are listed separately at the bottom of the list. This list has been evaluated and the projects that are not eligible for FEMA mitigation grants have been moved to a separate tab in the spreadsheet. The WebEOC LMS Dashboard is used by the LMS Working Group as a way of submitting proposed projects for review and consideration for funding by the Florida Department of Emergency Management Mitigation Branch.

Appendix D – LMSWG Membership List

This list is updated with the current membership as of September 29, 2022.

Appendix E – Planning Process Support Documents

Changes that were made in 2022 to reflect the ELMS meetings in 2021 to 2022.

Appendix F - Resolutions

Includes most current resolutions.

Appendix G – Discontinued ELMS Hazard Profiles (Formerly the CRS/NFIP Supporting Documentation)

This appendix contains previous ELMS version Hazard Profiles that are no longer considered Hazards of Most Significant Concern because of the 2017 Risk and Vulnerability Assessment Workshop. Copies of CRS Form AW-214- or 3/5-year Cycle approval documentation for participating CRS communities are now being maintained by CRS Coordinators at the municipal level and are accessible through the LMS CRS Subcommittee/User Group.

Appendix H – Local Enhanced Plan and Mitigation Integration Summary

The Repetitive Loss Property information for the County is tracked by Broward County Emergency Management in accordance with FEMA guidelines. It is protected from release by the Privacy Act of 1974, 5 U.S.C. Section 552(2) and not available to the public. Therefore, a decision was made to open this appendix to a document available to the public, the Mitigation Integration Summary. This appendix includes recommendations on how to meet the proposed draft Local Enhanced Plan requirements from Florida. This appendix also includes a summary of plan integration efforts.

Appendix I – Critical Facilities

This appendix shows Table 4.28, At-Risk Critical Facilities (Coastal Flood Events)

Appendix J – Hazards Summary Profile (Changed from EMAP Crosswalk to Hazards Summary Profile in 2016 and updated in 2017)

Describe the consequence analysis on the impacts of the following: public, responders, continuity of operations, property, facilities and infrastructure, the environment, economic condition, and public confidence in the Broward County's ability to govern.

Appendix K – Loss Avoidance Studies (LAS)/Loss Estimation Tool (LET)

Includes LAS study conducted in 2011-2012 and LET for flood and wind projects.

Appendix L – Grant Funding Sources

Appendix M – All Hazards Survey

Includes the results of the All-Hazards Survey from responding jurisdictions.

Chapter 1: Introduction

Prior to the creation of the LMS, there was no existing comprehensive, cohesive, or coordinated hazard mitigation program established for Broward County and its 31 municipalities to deal with emergency response and recovery issues, long and short-term planning issues, and economic issues relating to mitigation. The development and implementation of a local mitigation strategy provides a mechanism to address issues that will reduce or eliminate exposure to hazard impacts.

The Disaster Mitigation Act of 2000 (DMA 2000) requires all local governments to have a hazard mitigation plan in place to receive mitigation funding from the Federal Emergency Management Agency (FEMA). The DMA 2000 (Public Law 106-390) indicates that as of November 1, 2004, any local government that does not have a FEMA approved hazard mitigation plan in place is not eligible to receive federal pre- or post-disaster hazard mitigation funding. This Plan represents all jurisdictions in Broward County.

FEMA defines hazard mitigation as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is defined as a process for systematically identifying policies, activities, and tools that can be used to implement those actions.

The LMS has the on-going support of all Broward County municipalities, private sector, and nonprofit organizations. This document will be utilized as a viable working tool to mitigate losses. Mitigation will be institutionalized at the local level through the local mitigation strategy review process. Entities are encouraged to continue to identify and prioritize projects on a frequent basis and not just part of the annual review process.

Broward County's 1.9 plus million residents are the ultimate benefactors of this hazard mitigation project. An immediate short-term benefit of this project is to provide a forum for discussion and implementation of mitigation for Broward County. Minimizing and breaking the repetitive cycle of destruction and rebuilding after a disaster is a long-term goal that may be achieved by the implementation of this strategy.

The Enhanced LMS plan document and planning process continues to evolve to meet and/or exceed federal and state requirements with a goal of increasing its effectiveness including:

- More coordination with the private sector through the Private Sector Committee
- More emphasis on the county and municipalities obtaining more CRS credit points to improve their CRS Class Rating through a more robust CRS Subcommittee and CRS User Group
- Development of tools that will help determine better candidates for FEMA mitigation grants by looking at the degree of risk as determined by potential future losses.
- Development of a process/tool that can help identify year-round mitigation opportunities which include new construction, retrofits, upgrades, and enhancements.
- Methodology for integrating with other county and municipal planning mechanisms including comprehensive plans and capital improvements plans.

LMS Working Group

The LMS Working Group (LMSWG) consists of designated representatives from each

municipality, county government representatives that address the issues of unincorporated portions of the county and county owned facilities, Hospitals, School District, Universities, Housing Authorities, and Private Sector companies. State and federal agencies are also represented. The makeup of the Working Group is not limited to these entities. On the contrary, anyone who desires to participate in the LMSWG is welcome to do so.

LMS Sub Committees

To better structure the Working Groups' activities, several subcommittees work at addressing a specific area of concern. The Executive Committee serves as the overall governing body of LMS, represented by the chairperson and alternate of each subcommittee, the LMS Working Group Chair, and the LMS Coordinator. It also acts as the review committee for the ELMS Plan adoption and the prioritization of LMS projects. Membership on any subcommittee shall be voluntary and subject to the review of the Working Group. A subcommittee member who fails to attend a reasonable number of subcommittee meetings may be dropped from participation in the subcommittee by a majority vote of the other members of that subcommittee. As of September 2022, the LMSWG subcommittees are:

- Planning
- Education and Outreach
- Resilience
- Private Sector
- Community Rating System (SRS)

Chapter 2: Broward County Profile

Geography

Broward County comprises 1,225 square miles, located on the South Florida Peninsula, between the Atlantic Ocean and the Everglades. It is bordered by Miami-Dade County to the south, Palm Beach County to the north, Collier County to the west, and Hendry County to the northwest. The County is characterized by flat low-lying topography, mostly less than ten feet (averaging 6 feet) above mean sea level, which must be drained and reclaimed to be developed. Additionally, 4.9 square miles adjacent to U.S. 27, have been designated and acquired for conservation in the East Coast Buffer/Water Preservation Area. The County has 24 miles of coastline and 300 miles of inland waterways. There are 2 state parks in Broward County. Attractive sand beaches and a subtropical climate have led to development of the County's tourism industry. Most beachfront land is built up with high-rise hotels and condominiums. Westward expansion of development continued through the first decade of the 2000's. Though the County is rapidly approaching a build-out state population growth continues with redevelopment of areas within a broad swath of Central Broward extending north and south from county-line to county-line.

Broward County is accessible by road, rail, air, and sea. There are 3 interstate highways and Florida's Turnpike. Interstate 95 and the Turnpike provide the primary north-south connections. There are 2 north-south rail corridors that extend into Miami-Dade and Palm Beach counties: the Florida East Coast Railroad Company railway and the South Florida Rail Corridor (formerly CSX). Port Everglades seaport is the world's third largest cruise-port. About 2.5 million passengers were accommodated at the Port in 2020. This is a reduction due to the COVID 19 pandemic. On average between 2011 to 2019 Port Everglades accommodated 3.8 million passengers. In FY 21, The dollar value breakdown of all cargo types of Port-wide trade was nearly equal with exports representing 49.9% and import representing 50.1%. Port Everglades kicked off Fiscal Year 2022, which began October 1, 2021, with a record-setting first month reaching 94,588 TEUs (20-foot equivalent units). Container volumes were up 5.5 percent in October 2021 over the previous October record set in 2018. Fort Lauderdale-Hollywood International Airport passenger counts increased by 63.9% between 2010 and 2019. In 2020 during the COVID-19 pandemic passenger counts reduced from 36,747,622 in 2019 to 16,484,132. In 2021, Fort Lauderdale-Hollywood International Airport (FLL) is one of the fastest-recovering airports in the U.S. in 2021. Despite the impact of the COVID-19 pandemic on the aviation industry in 2020, FLL ranked 6th in total passenger traffic recovery and 4th in international traffic recovery amongst U.S. airports.

South Florida's Water Conservation Areas (WCA) 2 and 3 are two sections of northern Everglades. Water Conservation Area 2 (WCA-2) is a sawgrass wetland that encompasses an area of 210 square miles and represents the smallest of the three Everglades Water Conservation Areas. According to the 2021 South Florida Environmental Report 79.9% of the inflow water entering WCA-2 originates from the Everglades Agricultural Area (EAA). Water Conservation Area 3 (WCA-3), the largest of the three Everglades WCA's, is in western Dade and Broward counties. WCA-3 covers an area of 915 square miles. The area is predominately a vast sawgrass marsh dotted with tree islands, wet prairies, and aquatic sloughs. The underdeveloped WCA

makes up two-thirds of Broward County square mileage (**see Map 4.1**) and serve multiple water resource and environmental purposes, including flood control, water supply and habitat for South Florida's plant and animal communities. Ownership of the WCA's is mixed, with State, South Florida Water Management District, and private ownership. The State leases portions of its land to the Miccosukee Indian Tribe. The Florida Fish and Wildlife Conservation Commission is responsible for managing the area.

There are 31 municipalities in Broward County. According to the 2020 Census, these communities ranged in population size from 33 (Lazy Lake) to 182,760 (Fort Lauderdale). Seven cities each have more than 100,000 residents: Fort Lauderdale, Pembroke Pines, Hollywood, Miramar, Coral Springs, Pompano Beach, and Davie. Nine municipalities share the Broward County coastline.

Demographics

Much of the demographic information from this section was primarily taken from the United States Census Bureau decennial censuses (2000, 2010, & 2020) and the 2019 American Community Survey (ACS) 5-Year Estimates. According to 2020 Census, Broward County was the second most populous county in the State of Florida, with 1,944,375 people. At the 2010 Census conducted on April 1, 2010, the population of Broward County stood at 1,748,066. The percentage population gain from 2010 to 2020 was 11.2% (an increase of 196,309 people).

Broward County is composed of 31 Municipalities as well as Broward Municipal Services District, also referred to as unincorporated areas. Data from Census 2000 was not available for 2 of the 31 municipalities, West Park and Southwest Ranches incorporated after April 2000. The most significant population increases between 2000 and 2010 were seen in Parkland (73%), Miramar (68%), and Weston (33%). The most significant percent change between 2010 and 2020 were seen in Parkland (45%), Lazy Lake (38%), Cooper City (21%), and Tamarac (19%). In 2020, Fort Lauderdale (182,760) and Pembroke Pines (171,178) continued as the 2 largest Municipalities in Broward County, making up 18% of the total Broward County population (see **Table 2.2**).

According to the 2019 ACS 5-Year Estimates, 314,061 people (16.3%) were 65 years of age or older, including 139,141 (7.2%) that were age 75 or older; there were also some 112,234 (5.8%) children under the age of 5 years. The percentages of people over 75 and under 5 years old have remained relatively stable between Census 2010 (7.1% and 5.9%) and the 2019 ACS 5-Year Estimates (7.2% and 5.8%). Broward County's ethnic and racial diversity continues to increase between Census 2010 and Census 2020 with the Hispanic population increasing from 25.1% to 31.3%, the Non-Hispanic Black increasing from 25.7% to 26.6%, all Non-Hispanic Other race population increased from 3.9% to 5.1%, and all non-Hispanic people of Multiple races increased 1.7% to 3.8%. Meanwhile, during the same timeframe between 2010 and 2020, the percentage of the Non-Hispanic White population decreased from 43.5% to 33.1%.

Median age in Broward has increased from 39.7 in 2010 to 40.4 in 2019. This is in part because the population 65 years and over has increased by 25.9%, 249,424 people to 314,061.

Another special population within Broward County is the Homeless population. The Homeless population (sheltered and unsheltered) in Broward County consists of about 2,561 people according to the Broward County 2021 Point-In-Time (PIT) Homeless Count. This number represents a 33% decrease of Homeless people in Broward County from 2011. The survey that was conducted occurred during a challenging economy and pandemic, and thus it is possible that

this number does not accurately reflect the actual number of Homeless people within Broward County.

A third special population is Broward's prison population. This population can be looked at two ways. The number of individuals whose county of commitment is Broward County is 6,536 per the Florida Department of Corrections 2018 Comprehensive Correctional Master Plan. The number of individuals incarcerated within Broward County is an average of 3,574 (October 2021) in County Facilities and 114 in the Florida Department of Corrections facility (Census 2020).

The largest unique population to Broward County is the seasonal population. According to 2019 ACS 5-Year Estimates over 200,000 people take residence in Broward County seasonal units.

Due to continued urbanization Broward County has minimal farmland remaining. As such, Broward County's farm worker population is not significant enough to officially include in the demographic profile.

The median household income in Broward County in 2019 was \$59,547, 7% greater than the median household income for Florida. In 2019, 44,163 (6.4%) households in Broward County reported income of less than \$10,000. 13.1% of all people are currently living below the poverty level in Broward County. Poorer households are least likely to be able to withstand a major disaster since they have limited resources to invest in mitigation measures and insurance.

As of 2020, Broward County had 860,329 total housing units, of which 756,657 were reported as occupied and 103,672 as vacant. In 2019, owner-occupied units (428,682) represent 62.1% of housing units, while rentals (261,368) represent 37.9% of housing units.

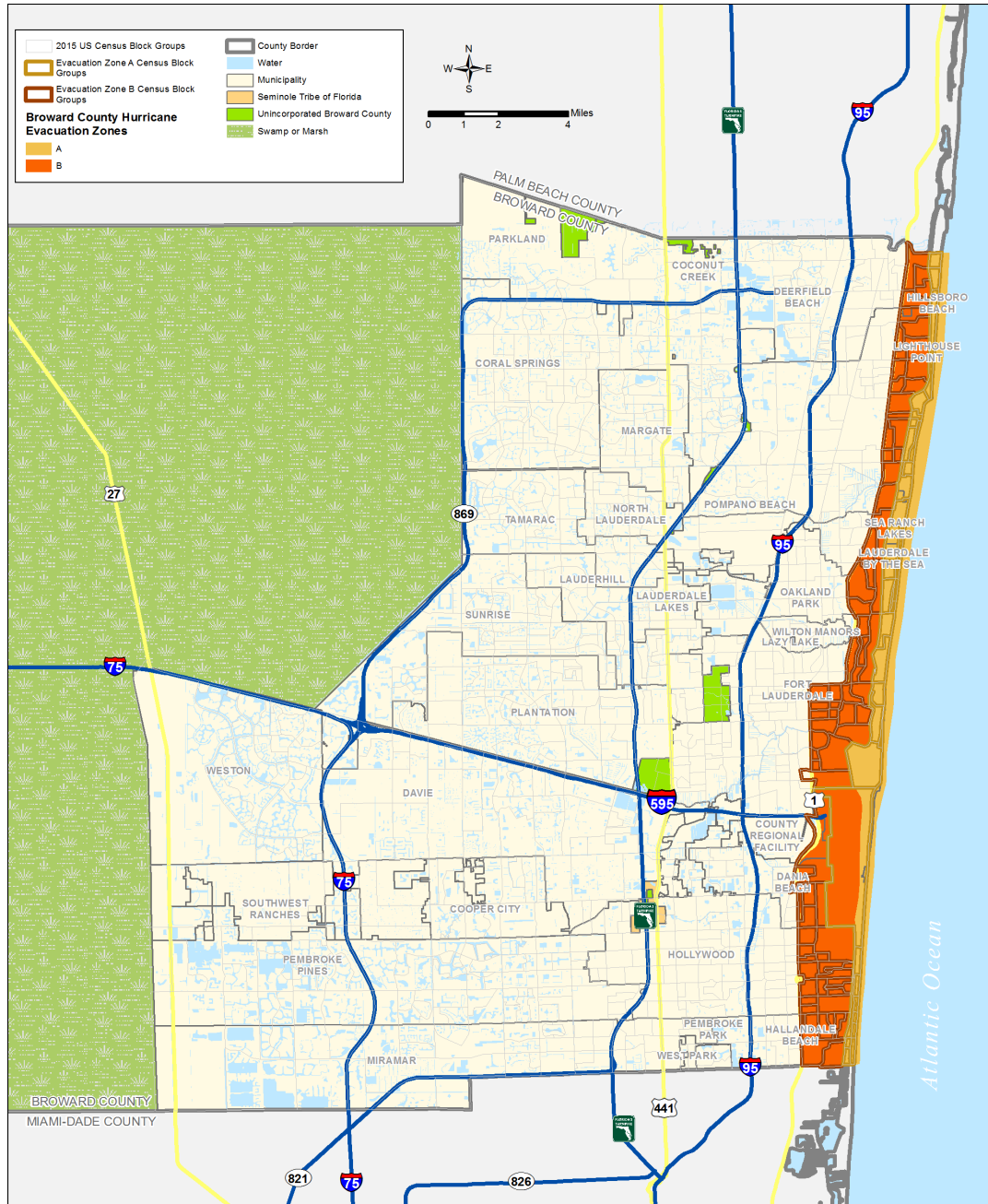
As the result of an elevation study conducted in the year 2000, there has been a significant reduction in the mandatory hurricane evacuation zones in Broward County. For a Category 1 & 2 hurricane, all areas east of the Intracoastal Waterway must be evacuated. For a Category 3 or higher storm, all areas east of Federal Highway (U.S. 1) must be evacuated. In addition, all mobile homes in Broward County must be evacuated for any level of hurricane regardless as to where they are in the County. The following table gives the pertinent data for the mandatory evacuation areas from the 2020 Census:

Table 2.1: Mandatory Evacuation Areas

Hurricane Evacuation Zone	Resident Population	Percentage of Total Population	Total Housing Units	Percentage of Total Housing Units
Categories 1 and 2 (Zone A)	51,447	2.65%	56,306	6.54%
Categories 3, 4 and 5 (Zone B)	107,048	5.51%	69,620	8.09%
Categories 1 – 5 (Zones A and B)	158,495	8.15%	125,926	14.64%

Source: 2020 Census

Map 2.1: Broward County Hurricane Evacuation Zones



Source: Broward County GIS

In 2000, because of the reduction of the mandatory hurricane evacuation zones, there had been a reduction of nearly 112,800 in the resident population that has to be evacuated for a Category 5 storm from around 261,600 based on evacuation zones prior to the year 2000 to around 148,800 for the evacuation zones established immediately following the 2000 Light Detection and Ranging (LiDAR) elevation study. There are currently 146,787 in the evacuation zones.

Senior citizens (retirees) make up a significant portion of those living in hurricane evacuation zones. The 2019 ACS 5-Year Estimates shows that some 44,838 residents living in hurricane evacuation zones were age 65 and older, or 31.4% of all persons living in evacuation zones. County-wide, some 16.3% of the population was over 65 according 2019 ACS 5-Year Estimates. In the Category 1 and 2 evacuation zones, the areas that are most likely to be evacuated, the population age 65 and over accounts for 45.5% of population in the area. In Categories 3, 4, the population age 65 and over accounts for 25.1% of population in the area.

According to the 2019 ACS 5-Year Estimates, there were 24,166 mobile homes in Broward County. This is a continuing reduction from the 2000 Census when mobile homes totaled 26,834. The number of mobile homes should continue to decline as there are virtually no new mobile home parks being established and several existing parks are being redeveloped for other uses including either permanent resident units or some other use.

Broward County has a diverse population with residents migrating here from all over the globe. Associated with this diversity is a multiplicity of languages. According to 2019 ACS 5-Year Estimates, 58.7% of Broward's population speaks only English and approximately 748,671 residents speak a language other than English. An estimated 265,498 of the residents that speak a language other than English, do not speak English very well. Most of the residents that speak a language other than English are Spanish speakers (483,401). Approximately, 211,255 people speak other Indo-European languages and 30,585 people speak Asian and Pacific Islander languages. The ability to effectively communicate to residents is obviously a key element of successful emergency management, thus it is important to be aware of the languages spoken within Broward County to best tailor hazard mitigation planning in an understandable manner.

Tables 2.2 and 2.3 are the latest demographic figures for Broward County and its municipalities from the 2000 Census, 2010 Census, 2020 Census, and the 2019 ACS 5-Year Estimates. The largest change was in Parkland with a population growth of 44.69%. This was due to the great amount of construction activity of new housing in the past decade.

Table 2.2: Current Municipal Populations and Percent Changes: 2000, 2010, 2020

Jurisdiction	Population Census 2000	Population Census 2010	Population Census 2020	Percent Change 2000 - 2010	Percent Change 2010 -2020
Coconut Creek	43,566	52,909	57,833	21.45%	9.31%
Cooper City	27,939	28,548	34,401	2.18%	20.50%
Coral Springs	117,549	121,096	134,394	3.02%	10.98%
Dania Beach	20,061	29,639	31,723	47.74%	7.03%
Davie	75,720	91,992	105,691	21.49%	14.89%
Deerfield Beach	64,583	75,018	86,859	16.16%	15.78%
Fort Lauderdale	152,397	165,521	182,760	8.61%	10.41%
Hallandale Beach	34,282	37,113	41,217	8.26%	11.06%
Hillsboro Beach	2,163	1,875	1,987	-13.31%	5.97%
Hollywood	139,357	140,768	153,067	1.01%	8.74%
Lauderdale by the Sea	5,582	6,056	6,198	8.49%	2.34%
Lauderdale Lakes	31,705	32,593	35,954	2.80%	10.31%
Lauderhill	57,585	66,887	74,482	16.15%	11.35%
Lazy Lake	38	24	33	-36.84%	37.50%
Lighthouse Point	10,767	10,344	10,486	-3.93%	1.37%
Margate	53,909	52,284	58,712	-3.01%	12.29%
Miramar	72,739	122,041	134,721	67.78%	10.39%
North Lauderdale	32,264	41,023	44,794	27.15%	9.19%
Oakland Park	30,966	41,363	44,229	33.58%	6.93%
Parkland	13,835	23,962	34,670	73.20%	44.69%
Pembroke Park	6,299	6,102	6,260	-3.13%	2.59%
Pembroke Pines	137,427	154,750	171,178	12.61%	10.62%
Plantation	82,934	84,955	91,750	2.44%	8.00%
Pompano Beach	78,191	99,845	112,046	27.69%	12.22%
Sea Ranch Lakes	734	670	540	-8.72%	-19.40%
Southwest Ranches	not available*	7,345	7,607		3.57%
Sunrise	85,779	84,438	97,335	-1.56%	15.27%
Tamarac	55,588	60,427	71,897	8.71%	18.98%
Broward Municipal Services District	129,437	17,357	16,888	-86.59%	-2.70%
West Park	not available*	14,156	15,130		6.88%
Weston	49,286	65,333	68,107	32.56%	4.25%
Wilton Manors	12,697	11,632	11,426	-8.39%	-1.77%
TOTAL	1,625,379	1,748,066	1,944,375	9.25%	11.23%

Source: 2000, 2010, and 2020 Census

Table 2.3: Other Key Demographic Data per Municipality

Jurisdiction	Percent of Total Population (2020)	Land Area (sq. miles)	Households 2020	Median Age 2019	Median Household Income 2019
Coconut Creek	2.97%	11.8	24,262	40.2	\$ 62,973.00
Cooper City	1.77%	8.4	11,410	39.8	\$ 106,795.00
Coral Springs	6.91%	23.9	45,892	37.4	\$ 77,360.00
Dania Beach	1.63%	8.3	13,422	40.1	\$ 47,135.00
Davie	5.44%	35.6	39,025	36.8	\$ 71,780.00
Deerfield Beach	4.47%	16.2	37,858	42.9	\$ 48,124.00
Fort Lauderdale	9.40%	36.3	84,409	42.1	\$ 59,450.00
Hallandale Beach	2.12%	4.4	19,512	44.8	\$ 39,184.00
Hillsboro Beach	0.10%	0.5	1,169	66.6	\$ 73,558.00
Hollywood	7.87%	29.3	61,941	41.6	\$ 54,251.00
Lauderdale by the Sea	0.32%	0.9	3,626	63.6	\$ 72,537.00
Lauderdale Lakes	1.85%	3.7	12,910	37.6	\$ 35,532.00
Lauderhill	3.83%	8.6	27,117	35.7	\$ 41,723.00
Lazy Lake	0.00%	0	14	44.5	\$ 250,000.00 +
Lighthouse Point	0.54%	2.4	5,048	52.9	\$ 81,445.00
Margate	3.02%	9	23,163	46.4	\$ 45,594.00
Miramar	6.93%	31.2	42,272	37	\$ 70,669.00
North Lauderdale	2.30%	4.7	14,306	33.6	\$ 43,759.00
Oakland Park	2.27%	8.2	19,091	41	\$ 51,377.00
Parkland	1.78%	14.4	10,848	41.1	\$ 154,844.00
Pembroke Park	0.32%	1.7	2,467	32.4	\$ 38,119.00
Pembroke Pines	8.80%	34.8	63,080	40.9	\$ 68,745.00
Plantation	4.72%	21.8	36,653	40.2	\$ 74,903.00
Pompano Beach	5.76%	24.6	47,751	42.8	\$ 49,518.00
Sea Ranch Lakes	0.03%	0.2	192	51.3	\$ 206,667.00
Southwest Ranches	0.39%	13	2,364	46.7	\$ 124,591.00
Sunrise	5.01%	18.1	37,348	39.5	\$ 54,744.00
Tamarac	3.70%	12	31,461	47.1	\$ 48,930.00
Broward Municipal Services District*	0.87%	808.1	5,353	35.1	\$ 46,321.00
West Park	0.78%	2.2	4,613	34.7	\$ 46,765.00
Weston	3.50%	26.1	21,845	40.4	\$ 107,908.00
Wilton Manors	0.59%	2	6,235	52.8	\$ 70,465.00

Source: 2020 Census and 2019 American Community Survey 5-Year Estimates

Note: * Land area for BMSD includes Water Conservation, County Regional Facilities, Tribal Land, and unincorporated residential areas.

Economy

According to Census 2020, Broward County is in the 8th largest Metropolitan Statistical Area (the Miami-Ft. Lauderdale-Pompano Beach MSA) in the country. Broward County is a Service and Retail-driven economy. A Service and Retail economy is concentrated in the industry sectors of the financial services, hospitality, retail, health, human services, information technology, and education. According to the Bureau of Economic Analysis in 2020 these industries represented 52% of the gross domestic product of Broward County. There is no surprise that population growth brings along employment growth. While the population grew by 11.23% from

2010 to 2020, Broward's labor force for this same period had an average labor force of 991,079. The labor force continues to grow with the current a current labor force of 1,062,260 in October 2021. The average unemployment rate between 2010 to 2020 was 6.4%. The unemployment rate for 2018 was 3.4% (35,454); 2019 was 3.2% (33,239); and for 2020 was at 8.9% (90,289). According to the U.S. Department of Labor, the unemployment rate for 2021 has trended favorably with an unemployment rate of 4.2% (44,786) in October 2021. In comparison, the rate was 9.8% in October 2010.

According to the U.S. Bureau of Economic Analysis (BEA), Broward had a per capita personal income (PCPI) of \$55,908 in 2020. This PCPI ranked 12th in the state and was 100.4 percent of the state PCPI, \$55,675, and 105.9% of the national PCPI, \$48,112. The 2020 PCPI reflected an increase of 5.8% from 2019. The 2019-2020 state change was 5.0% and the national change was 6.9%. In 2010, the PCPI of Broward was \$41,156 and ranked 10th in the state. The 2010-2020 annual growth rate of PCPI was 3.1%. The annual growth rate for the state was 3.7% and for the nation was 1.0%.

In 2020, Broward had a personal income of \$109,473,926. This personal income ranked 3rd in the state and accounted for 9.0% of the state total. In 2010, the personal income of Broward was \$72,139,286 and ranked 3rd in the state.

As mentioned above, Broward's economy is dominated by service and retail industries. According to the Quarterly Census of Employment and Wages in 2020, the service and retail industries make up 51.2% of all employment in Broward County. The industries with the largest increases in employment between 2010 and 2020 in Broward County were Management of Companies and Enterprises (56.4%), Construction (53.6%), and Transportation and Warehousing (44.9%). The top 5 employment sectors during 2020 in Broward County are currently Health Care and Social Assistance (14.1%), Retail Trade (13.2%), Administrative and Waste Services (9.1%), Accommodation and Food Services (9.0%), and Professional and Technical Services (7.0%). Between 2010 and 2020 Broward County saw an increase of 89,564 jobs. Broward's increase of jobs during this time ranked 5th amongst all counties. The top 3 sectors that saw the largest increase from 2010 to 2020 were Health Care and Social Assistance (16,891), Construction (16,830), and Administrative and Waste Services (16,111). The increase in these 3 sectors represent 55.6% of all jobs created in Broward County between 2010 and 2020.

The economy of 2020 was a period where there have been more employment reductions. All sectors in Broward County saw reductions between 2019 and 2020. The largest percentage change was in Arts, Entertainment, and Recreation (-22.2%) and Accommodation and Food Services (-21.6%). Broward County's economy remains a Service and Retail dominated economy. In 2021 currently, most of all sectors saw a positive change in employment. During this period, the industries with the largest positive change were the same Arts, Entertainment, and Recreation (11.1%) and Accommodation and Food Services (10.8%). This change is also reflected in the unemployment rate which averaged at 8.9% in 2020 and has reduced to an average year to date unemployment rate of 5.1% in 2021.

Currently, the estimated market value of all property in Broward County (according to the Broward County Property Appraiser) is \$309.8 billion.

The following tables provide a breakdown of key economic areas by municipality. In most municipalities, the labor force size, median household income, and household expenditures have increased.

Table 2.4: Key Economic Factors by Community

Jurisdiction	2021 Total Establishments*	2021 Total Employees*	2019 Labor Force Size**	Labor Force Growth Rate (2011-2019)	2019 Unemployment Rate**	2019 Median Household Income**	2021 Average Household Expenditures*
Coconut Creek	2,060	22,209	32,609	2.0%	4.8%	\$62,973.00	\$70,956.74
Cooper City	1,371	8,929	19,067	1.9%	3.2%	\$106,795.00	\$110,701.51
Coral Springs	6,700	51,286	72,979	0.6%	6.7%	\$77,360.00	\$89,798.80
Dania Beach	2,666	25,603	16,677	0.2%	7.6%	\$47,135.00	\$61,166.03
Davie	6,649	49,763	58,672	1.7%	4.3%	\$71,780.00	\$86,868.69
Deerfield Beach	5,625	56,385	42,307	0.6%	7.1%	\$48,124.00	\$57,727.18
Fort Lauderdale	20,452	190,822	98,499	0.8%	7.0%	\$59,450.00	\$88,621.89
Hallandale Beach	2,989	18,111	20,678	1.5%	7.3%	\$39,184.00	\$54,166.67
Hillsboro Beach	71	396	585	0.5%	4.8%	\$73,558.00	\$109,174.86
Hollywood	10,603	84,628	82,933	0.8%	6.5%	\$54,251.00	\$68,054.41
Lauderdale by the Sea	499	2,522	2,943	-0.1%	1.4%	\$72,537.00	\$106,452.77
Lauderdale Lakes	1,167	8,309	17,649	-0.3%	9.7%	\$35,532.00	\$41,489.43
Lauderhill	2,454	15,453	35,585	0.1%	8.1%	\$41,723.00	\$48,148.07
Lazy Lake	-	-	25	13.5%	0.0%	\$250,000.00+	\$77,042.91
Lighthouse Point	673	3,949	5,808	0.7%	3.1%	\$81,445.00	\$120,381.63
Margate	2,600	20,790	31,962	0.9%	5.4%	\$45,594.00	\$57,350.91
Miramar	4,353	35,642	77,284	1.9%	5.0%	\$70,669.00	\$79,457.19
North Lauderdale	1,002	7,201	25,140	1.3%	8.1%	\$43,759.00	\$51,592.20
Oakland Park	4,244	25,707	26,796	0.3%	7.6%	\$51,377.00	\$61,664.25
Parkland	730	4,224	14,250	2.4%	3.6%	\$154,844.00	\$167,174.98
Pembroke Park	726	5,539	3,195	1.9%	5.3%	\$38,119.00	\$37,079.58
Pembroke Pines	7,153	53,932	89,496	1.1%	5.4%	\$68,745.00	\$79,093.87
Plantation 114,235	5,686	52,688	51,910	0.7%	4.3%	\$74,903.00	\$85,426.65
Pompano Beach	9,591	74,129	54,467	1.0%	7.7%	\$49,518.00	\$63,589.35
Sea Ranch Lakes	86	404	232	-2.7%	1.3%	\$206,667.00	\$128,838.05
Southwest Ranches	361	2,411	4,484	1.2%	5.7%	\$124,591.00	\$128,643.04
Sunrise	5,621	48,374	50,118	0.5%	5.8%	\$54,744.00	\$65,178.23
Tamarac	2,517	19,810	34,182	1.0%	4.9%	\$48,930.00	\$56,771.80
Broward Municipal Services District	482	3,506	8,455	1.9%	9.7%	\$46,321.17	\$51,505.41
West Park	660	3,051	7,846	0.8%	6.6%	\$46,765.00	\$53,406.14
Weston	3,355	22,911	34,111	0.6%	4.5%	\$107,908.00	\$120,938.98
Wilton Manors	1,089	6,405	7,559	0.0%	4.4%	\$70,465.00	\$87,433.45
TOTAL	114,235	925,089	1,028,503	1.0%	6.1%	\$70,186.00	\$80,184.24

Source: * 2021 Esri Demographics and **2019 American Community Survey 5-Year Estimates

Chapter 3: Planning Process

Historical Review

After Hurricane Andrew in 1992, Broward County first applied for Hazard Mitigation Grant Program (HMGP) projects through FEMA. At that time, there was not a countywide hazard mitigation plan in existence for Broward County. In the mid- 1990's as part of trying to implement the 404 (mitigation)/406 Public Assistance programs and the HMGP program for Hurricane Andrew, Broward County recognized a void and began the process to formulate the County's first hazard mitigation plan. The Plan has seen many updates and versions since to address current hazard mitigation practices and planning. Over those first years, Broward became selected to be a FEMA Project Impact community as well as the Institute for Business and Home Safety Showcase mitigation community to highlight best practices for mitigation and be a catalyst for others. Broward County's Hazard Mitigation Plan was created in October 1997 incorporating those mitigation incubators. Broward's Hazard Mitigation Plan was first developed prior to the State's Local Mitigation Strategy guidelines/crosswalk and the Disaster Mitigation Act 2000. Initial membership in the first workgroup known as the Mitigation Task Force included county agencies, a coastal community representative, a non-coastal community representative, nonprofit groups, and the private sector.

The next version of the hazard mitigation plan turned into Broward County's Local Mitigation Strategy to capture updates needed since the enactment of DMA 2000 with FEMA review stipulations and State review with guidelines /crosswalk. The Mitigation Task Force was expanded in March 2005 to include 31 municipalities, additional county agencies, and private and nonprofit groups to reach a total membership of 49 members. Monthly meetings were typically held.

Broward County's Enhanced Local Mitigation Strategy has evolved during each review and update. As Broward County began the next revision for 2012 it was determined that Broward County Local Mitigation Strategy shall be viewed as a component with Broward County's Comprehensive Emergency Management Plan and thus the plan review process should complement each other. Further, the review and update should be like the planning process the County undertakes with the County's Comprehensive Plan and similar planning initiatives. The Mitigation Task Force was changed to be an actual local mitigation strategy work group (LMSWG) with Broward County government as the lead and membership representing stakeholders and partners with roles as part of the internal review structure and not part of separately reporting through boards. There is now better alignment with the established Broward County governmental planning practices and then ultimately meeting the needs of the criteria as identified through the Florida Division of Emergency Management (FDEM) and FEMA. Timelines have been modified to address moving from a three-year review to a five-year review unless an event warrants further updates off cycle. In the 2017 update of the Local Mitigation Strategy, it was modified to reflect an "Enhanced" Local Mitigation Strategy plan (ELMS) and certain components were updated as part of a Pre-Disaster Mitigation grant. The ELMS 2022 version today still has those components in place. As of September 2022, there are 112 members representing a cross-body of partners participating in the Local Mitigation Strategy Work Group for Broward County.

Planning Process

The Broward County Enhanced Local Mitigation Strategy plan development is coordinated through the Local Mitigation Strategy Executive and Planning subcommittees who participate in

the Local Mitigation Strategy meetings and review drafts of the plan at key stages. These subcommittees are comprised of Broward County department staff, staff from municipalities, and other constituent organizations. As with any LMSWG meeting, the public is always welcome to attend, and all meeting are advertised in compliance with the Florida Sunshine law.

The planning process for this updated version of the Enhanced Local Mitigation Strategy was significantly challenged due to timing issues associated with the Pandemic. Almost two and one half years of time that was pre-scheduled for the revision during this review cycle, was with Broward County being under a Local State of Emergency (from March 10, 2020, until May 10, 2022) for Covid and with many of the key staff and agencies providing vital support for COVID response operations. During the COVID pandemic, there were no in-person LMSWG quarterly meetings held. Thus, up until the second half of 2022, the LMSWG quarterly meetings were conducted virtually. Beginning with the second quarterly meeting that was conducted on June 22, 2022, the meetings for the rest of the year were conducted in a “hybrid” format with both in-person and virtual attendees participating.

This 2022 ELMS update was developed utilizing the following resources and information:

- Broward Emergency Management Division Comprehensive Emergency Management Plan (CEMP)
- Broward Emergency Management Division Recovery Plan
- Federal Emergency Management Agency (FEMA) National Risk Index
- FEMA National Flood Hazard Layer
- FEMA Repetitive Loss and Severe Repetitive Loss Properties Report for Broward County, 2022
- FEMA Hazard Mitigation Assistance Unified Guidance
- US Census Bureau
- National Oceanic and Atmospheric Administration (NOAA) National Hurricane Center
- NOAA National Climatic Center Storm Event Database
- NOAA Storm Prediction Center, 2022
- NOAA National Centers for Environmental Information
- NOAA SLOSH Model
- Broward County Property Appraiser 2022 Tax Roll Data
- Broward County Population Forecasting Model
- Broward County GIS
- Broward County HAZUS-MH
- Broward County Resilient Environment Department
- *Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days*, Union of Concerned Scientists (2019), and the Southeast Florida Regional Compact (2022)
- PRISM Climate Group, Oregon State University
- Earthstar Geographics
- Earth Economics (2020) Urban Heat Island Analysis of Broward County
- Köppen Climate Classification
- US Geological Survey (USGS) Earth Explorer: Landsat Analysis Ready Data (ARD) Surface Temperature

- Fort Lauderdale Daily Climatological Records
- Centers for Disease Control and Prevention
- Florida Department of Health
- Southern Wildfire Risk Assessment
- US Environmental Protection Agency (EPA) Toxic Release Inventory Basic Data Files, 2022

General Body

The general body of the Local Mitigation Strategy Work Group (LMSWG) is composed of representatives from all 31 municipalities, the Seminole Tribe of Florida, essential governmental and non-governmental stakeholders, Hospitals, School Board of Broward County, Universities, Housing Authorities, and other public and interested parties who provide information on existing and/or potential projects that mitigate the effects of hazards within Broward County.

Pertinent county agencies have been identified and are actively engaged in the whole life cycle of the planning process to achieve a united effort for Broward County government. The County and supporting agencies have the primary mission to keep mitigation initiatives moving forward through the planning processes and supporting other public and private sector partners that have interests and/or membership on the Broward County LMS Working Group. Members of the Working Group shall review the strategy and assist in the identification of potential mitigation projects as assigned. All LMS Working Group meetings are open to the public and are advertised in accordance with Florida Sunshine laws. Public participation is encouraged in the planning process and any comments shall be taken into consideration. In the future, a new, dedicated interactive mitigation website may be developed and utilized in the planning process.

The LMSWG general body membership meets quarterly, and members are required to participate in at least 2 meetings per year. The general body plays an integral role identifying existing and potential mitigation activities and actions that will make Broward County more resilient to natural and human caused disasters. In the 2021-2022 LMS meetings, the general body was presented with the various components of the ELMS, as well as hearing guest speakers on mitigation in disaster recovery, FEMA, and the Florida Division of Emergency Management mitigation grant programs.

Committees

Committees from the Local Mitigation Strategy Work group have been established to assist in the planning process. These committees have assigned roles and responsibilities to ensure plan maintenance is achieved through monitoring, evaluation, implementation, and revision.

Executive Committee

The Executive Committee was formed in 2009 and has continued to serve in this same capacity today. The Executive Committee acts as the leading overall governing body of the Local Mitigation Strategy Work Group. Its responsibilities are as follows:

- Support plan development, monitoring, evaluation, implementation, and revision
- Attend all scheduled meetings.
- Approve overall LMS Goals and Objectives
- Provide subject matter expertise.

- Assist in evaluating and prioritizing mitigation actions.

Planning Subcommittee

The Planning Subcommittee was originally formed in March 1998 to serve as the working group for the Broward County Mitigation Task Force. The Planning subcommittee as it stands today is part of Broward County's Local Mitigation Strategy Workgroup and is charged with the review and revisions to Local Mitigation Strategy. The Planning group shall be chaired by a member of the Resilience Environment Dept. to ensure county wide planning and reliance initiatives are incorporated and addressed throughout the County's Local Mitigation Strategy and in other County plans and programs.

The Planning Committee remains responsible for research and on-going development for the Local Mitigation Strategy, evaluation and enhancement procedures, a conflict resolution mechanism, planning analysis, and mitigation initiative identification and prioritization procedures. Although Planning subcommittee overall membership can fluctuate over time at a minimum Broward County Emergency Management staff and Resilience Dept. agency staff shall be part of the subcommittee to facilitate and formulate the plan components moving forward to achieve a viable plan for Broward County government and its partners. As of September 2022, the Planning Subcommittee includes members representing the Broward Emergency Management Division, the Broward County Resilience Environment Dept. agencies, the City of Fort Lauderdale, the City of Pembroke Pines, the City of Miramar, the Broward Housing Council, and the City of Pembroke Park.

Education & Outreach Subcommittee

The original Education and Outreach Subcommittee (formerly Education and Training Committee) was created in March 1998 to address mitigation education and training issues for the Mitigation Task Force and has morphed over time to address current community needs as a subcommittee for Local Mitigation Strategy Workgroup.

A mission was developed by the Committee to promote mitigation education and outreach to strengthen Broward County's readiness for disasters and its capacity to minimize disaster-induced loss of life and property. Public education and awareness activities include articles, radio spots, flyers, fairs, conferences, workshops, and notices of public meetings to solicit public involvement. The primary goal of the subcommittee is to promote an awareness and understanding of disaster mitigation theory and practice, particularly of structural retrofitting and to advocate preparedness, through education, outreach and training. Objectives determined to meet this goal included:

- To identify which segments of the community are most at risk and therefore, most in need of education and outreach about disaster mitigation.
- To develop strategies for teaching the community about disaster mitigation in a timely and effective manner
- To coordinate with existing entities teaching about disaster preparedness and to encourage the dissemination of correct and up to date information about mitigation and preparedness.
- To serve as a clearinghouse for the delivery of disaster mitigation information

The original Education and Training Committee's goals and objectives were provided to the Planning committee for incorporation into the overall local mitigation goals and objectives. The

renamed Education and Outreach Committee now meets as needed to address the tasks associated with accomplishing the objectives.

Accomplishments beyond the development of goals and objectives include identification of potential mitigation projects and the creation of a mitigation speaker's bureau. Available Mitigation training includes existing courses offered by FEMA and the Florida Division of Emergency Management. Local requests for outreach and training courses are being processed on a case-by-case basis through the EOC training and outreach section staff. The Local Mitigation Strategy Coordinator routinely distributes related training notices as received from federal, state, regional agencies, and professional associations to the entire LMSWG membership so they can further promote within their entities and to the public as needed.

The LMS Coordinator, in coordination with the Subcommittee, works with the Office of Public Communications year-round to disseminate hazard mitigation information to the public. For post-disaster operations, Emergency Support Function (ESF) #14 Public Information will continue to assume this role with the EOC Mitigation Unit.

As of September 2022, the Education and Outreach Subcommittee includes representatives from Broward County Emergency Management, the Broward Sheriff's Office, the City of Lauderhill, Memorial Healthcare System, the City of Southwest Ranches, the American Red Cross Broward Chapter, Florida International University, the Florida Division of Emergency Management, the Broward County Office of Public Communications, the City of Lauderdale Lakes, and the Food for The Poor nonprofit.

Private Sector Subcommittee

The Private Sector Committee was created to strengthen the ties between the public and private sector as it relates to mitigation activities and business continuity of operations and recovery. The Committee is a valuable resource of information to the business community. In turn, the input from the private sector is utilized in the planning process for enhancement in the ELMS Plan. Members of the committee include Broward County Office of Economic and Small Business Development, the Broward Alliance (600 major corporations, 17 chambers of commerce, and 31 municipalities), and Broward County Emergency Management Division.

The ESF#18 - Business and Industry, for the County's Comprehensive Emergency Management Plan, was developed to address business and tourism needs during an emergency activation and recovery and will interface with ESF 14 – Public Information and the EOC Mitigation Unit if the EOC is activated for any business-related mitigation matters.

As of September 2022, the Private Sector Subcommittee includes representatives from Broward County Emergency Management, the City of Miramar, the City of Pompano Beach, the City of Coral Springs, Tidal Basin Consultants, and the Broward County Office of Economic and Small Business Development.

CRS Subcommittee

The CRS (Community Rating System) Subcommittee is a resource to the County for exploring ways to expand the CRS programs for all jurisdictions. The subcommittee also interacts with other important county flood mitigation groups including the Broward Surface Water Coordinating Council comprised of the SFWMD (South Florida Water Management District) and the various local drainage districts. All of Broward County's CRS communities have membership

access and participate in this committee throughout the year. As of September 2022, the CRS Subcommittee included some main representatives from Broward County Emergency Management, the City of Fort Lauderdale, the City of Hollywood, the City of Hallandale Beach, and the Broward County Resilient Environment Department.

Resilience Subcommittee

The Resilience Subcommittee was created in 2019 to support the ongoing emphasis of addressing resiliency throughout programs areas at the various levels of government and with partners. The Resiliency subcommittee shall be chaired by the Chief Resiliency Officer, Deputy Chief Resiliency Officer, or their designee. Membership includes Broward County agency members such as Emergency Management, and Natural Resources. Representatives from the Resilience subcommittee are also part of Broward County Government Operations Climate Change workgroup, led by the Resilience Environment Dept. This allows synergy and opportunity for Broward County governmental divisions/departments to assist in implementing various elements of the Climate Change Action Plan along with mitigation activities with the Local Mitigation Strategy. The City of Fort Lauderdale, City of Pompano Beach, City of Hollywood, City of Hallandale Beach, City of Plantation, and Town of Pembroke Park are some of the participating municipal partners.

Plan Maintenance

This section describes the process that will ensure the Plan remains an effective and relevant document over time. It establishes the method and schedule for monitoring, evaluating, and updating the Local Mitigation Strategy during a 5-year plan update cycle. This section includes discussion of some of the ways there is continual integration with other community planning processes and input into county financial investment decisions while recognizing the on-going importance of obtaining state and federal grants to assist with financing mitigation actions. In addition, the section describes how the public will continue to be involved in the mitigation planning process.

For this 2022 update, the Plan was not revised due to a change in priorities within jurisdictions. While the revisions reflect updates in such areas as the identification of Significant Hazards, demographics, etc., the priorities among all jurisdictions remain unchanged.

Method and Schedule for Monitoring, Evaluation, & Revision

The Local Mitigation Strategy Working Group has identified procedures for the periodic review of the local mitigation strategy. This process provides a coordinated approach for municipal, county regional, and state review at the various level of government. The LMS Working Group, which includes municipal, county and other organizational representatives meets quarterly unless otherwise noted to discuss mitigation strategies and projects.

Plan Maintenance Method and Approach

The LMS Working Group Planning Subcommittee created the plan method and maintenance approach consistent with the process and steps presented in FEMA's How-To-Guide: "Bringing the Plan to Life" (FEMA 386-4). The following FEMA requirements are addressed in this section:

Requirement §201.6(c)(4)(i): [The plan maintenance process *shall* include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan with a 5-year cycle.

Requirement §201.6(c)(4)(ii): [The plan *shall* include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, where appropriate.

Requirement §201.6(c)(4)(iii): [The plan maintenance process *shall* include a] discussion on how the community will continue public participation in the plan.

Municipal

All participating municipalities shall have membership in the LMS Working Group. Each municipality should form a municipal working group to review the local mitigation strategy and identify potential mitigation programs/projects in their communities. Residents and adjacent or impacted communities need to be included in the review process at the local level. This mechanism will serve to expand and improve upon the capabilities that are described in this plan. Since the 2017 update, all municipalities that adopted this Plan have incorporated the information into their respective mitigation strategy planning.

The following participating municipalities will be seeking approval of the Plan:

Coconut Creek	City
Cooper City	City
Coral Springs	City
Dania Beach	City
Davie	Town
Deerfield Beach	City
Fort Lauderdale	City
Hallandale Beach	City
Hillsboro Beach	Town
Hollywood	City
Lauderdale-by-the-Sea	Town
Lauderdale Lakes	City
Lauderhill	City
Lazy Lake	Village
Lighthouse Point	City
Margate	City
Miramar	City
North Lauderdale	City
Oakland Park	City
Parkland	City
Pembroke Park	Town
Pembroke Pines	City
Pompano Beach	City
Plantation	City
Sea Ranch Lakes	Village
Southwest Ranches	Town
Sunrise	City
Tamarac	City
West Park	City
Weston	City
Wilton Manors	City

In addition, the following Special Districts will be seeking approval of the Plan:

Coral Springs Improvement District
South Broward Drainage District
Memorial Hospital System

The LMS should be reviewed at the municipal level on an annual basis. An updated project list from each municipality shall be composed and submitted to Broward County Emergency Management Division by mid-January of each year as part of the revisions to the Local Mitigation Strategy. Possible viable projects should be sought throughout the year and placed in the WebEOC Mitigation project portal or removed/alterd during the open enrollment cycle.

County

Components of the LMS shall be reviewed and updated annually including a revised countywide mitigation project list and membership roster. The review, revision and evaluation will be done through completion of the annually required Florida Administrative Code (FAC) 27P annual report to the state and discussed at quarterly Working Group meetings. Consolidation of municipal proposed revisions to the project list should be completed by January 15th of each year. A WebEOC mitigation project board was created to annually track and update possible mitigation projects by the County. An internal review shall be conducted by the Broward County Emergency Management Division as part of the annual self-assessment process. All county/municipal revisions shall be reviewed by staff and the LMS Working Group as needed, and the changes will be submitted to the Emergency Management Director or designee for approval, if deemed necessary.

All applicable components of the ELMS may be incorporated into the Broward County Comprehensive Emergency Management Plan as part of the annual review process. The Broward County Comprehensive Emergency Management Plan is reviewed and approved by the State every 4 years. Any proposed revisions from the State review of the CEMP will be part of the revisions submitted to the Board of County Commissioners. All necessary changes to Broward County and municipal comprehensive plans should be added into the established review schedule for the applicable elements and amendments.

Exercises shall be occurring that are based upon the hazard identification and vulnerability assessment of Broward County's Local Mitigation Strategy and existing roles as assigned per the Comprehensive Emergency Management Plan and supporting SOPs. The Integrated Preparedness Plan for Broward shall also focus on those hazards for exercises and training opportunities to address the need and be focused on the identified hazards and risks as outlined in the Local Mitigation Strategy. Mitigation initiatives shall be incorporated into county and state exercises as applicable.

This mechanism will serve to expand and improve upon the capabilities that are described in this plan.

Regional

A revised Enhanced Local Mitigation Strategy may be submitted to the South Florida Regional Planning Council (SFRPC) for review as a member of the LMS Working Group. Copies of the Local Mitigation Strategy may be available for adjacent counties and other applicable jurisdictions for comments.

The LMS Working Group has identified a regional conflict resolution procedure. Any disputes arising from the local mitigation strategy shall be mediated utilizing the South Florida Regional Planning Council Dispute Resolution Process. The SFRPC has established a Regional Dispute

Resolution Process (RDRP), as specified by Florida Statutes, 186.509.

*Participation in the RDRP does not waive any party's right to judicial or administrative action, nor does it convey or limit intervenor status or standing in any judicial or administrative proceeding.

State

The revised ELMS shall be submitted to the State of Florida, Division of Emergency Management for review and comment as required by the 5-year FEMA review cycle or as directed by the division. This 2022 ELMS is being submitted as a full update to the State and FEMA and will be adopted by the Broward County Board of County Commissioners and the municipalities. The next update will be due to the State in early 2027.

Procedures have been identified to ensure that a broad group of local government representatives, citizens, adjacent community representatives, and county liaisons participate in the review and revision of the local mitigation strategy.

Implementation

Each municipality and Broward County is responsible for implementing mitigation actions as prescribed in this plan. Under the direction of the LMS Executive Committee and the coordination of the Broward County Emergency Management Division, funding will be sought from a variety of sources to implement mitigation projects in both pre-disaster and post-disaster environments. In addition, each municipality will be responsible for the integration of mitigation actions into the planning processes of their respective communities and providing mitigation input into their respective municipal capital improvement/risk management process. Broward County will act as a catalyst and facilitator to encourage this level of mitigation integration in the municipalities.

Mitigation actions will be integrated into other planning documents of the Broward County Emergency Management Division. Opportunities to integrate the requirements of this Plan into other planning mechanisms shall continue to be identified through future meetings of the Executive Committee and the 5-year review process described herein.

The Director of the Broward County Emergency Management Division or designee, acting as the Local Mitigation Strategy Chairperson, has overall leadership and guidance for implementing the LMS Plan. The Local Mitigation Strategy Coordinator is the key primary staff for review and ensuring participation in the planning process as well as submitting for approval of plan updates and changes prior to State/Federal mandated 5-year update.

Below are some of the activities that have been predefined to support implementation:

- Incorporate hazard mitigation actions into existing community planning mechanisms (e.g., attend comprehensive planning meetings, communicate frequently with community planners on land use issues, on-going meetings with community planners on issues of overlapping interest)
- Provide input and feedback into annual county budget process (e.g., capital improvement spending) for consideration of hazard mitigation measures beyond code.
- Partner with the Risk Management Division and the County's property and casualty insurer to coordinate efforts to lower risk and augment mitigation measures at each facility when opportunities present themselves (i.e., through the CIP or other spending)
- Encourage communities to find new ways to accrue CRS credit points or join CRS if not

currently in the program.

- Coordinate with and engage the County's Climate Change Government Operations group on mutual interests to increase effectiveness of both groups.
- Revisit indicators of project/action effectiveness or success and monitor/evaluate projects/actions that have been implemented.
- Collect important damage data after storm events when feasible.
- Implement the evaluation/revision schedule established to ensure plan is up to date at the end of 5-year cycle.
- Continue refining the process for public input and community involvement during the entire 5-year cycle.

Monitoring

Periodic revisions of the LMS Plan will be monitored by the LMS Executive Committee. The LMS Coordinator of the Broward Emergency Management Division will monitor and document hazard events, note changes in the risk environment, capture damage and loss data, and maintain and update hazard and vulnerability data on an ongoing basis.

The LMS Coordinator will organize, schedule, and conduct meetings of the Local Mitigation Strategy Work Group and respective subcommittees to address issues of interest, provide LMS members with meeting summaries and action items, and retain meeting results in LMS files. The LMS Coordinator will monitor grant opportunities and advise LMS member organizations of deadlines and application requirements.

The above activities outline general plan maintenance during the four years leading up to the fifth year of the planning cycle. Beginning in July before the revision year (the 4th year of the planning cycle), the Planning Subcommittee will lead a more intensive planning effort to update the Plan, obtain approvals, make necessary revisions, and work with the LMS Coordinator on completing items for the FEMA crosswalk for review and approval by the State and FEMA.

Evaluation

The LMS Plan, in parts or whole, will be evaluated annually to coincide with the Florida Administrative Code 27 P update and after significant disasters to review the effectiveness of its projects, programs, and policies. Areas needed for update will be noted for changes at the end of the year. As part of the annual review process, certain chapters will be identified by the LMS Chair and/or LMS Coordinator for review based on need. The LMS Working Group reviews the hazard mitigation goals to ensure that they continue to comply with County and municipal goals. The goals will also be reviewed to determine if changes are necessary.

As part of the annual evaluation, each entity shall review and revise their mitigation project lists such as for relevancy, costs, status, etc. as part of the overall master county- wide mitigation projects list. Projects are reviewed annually and are placed into the WebEOC mitigation project board for the respective year.

The LMS Working Group will determine if any significant events have occurred in the County to warrant any considerable changes in the ELMS Plan. In the event of a disaster or when deemed necessary by its members, the LMS Working Group and its subcommittees may meet more frequently.

Revision and Update

5 Year Plan Review

The Planning Committee will thoroughly review and analyze each Chapter of the LMS Plan during the 4th and 5th years of the 5 year Plan cycle to determine whether there have been any significant changes county-wide that would necessitate revisions in the types of mitigation actions proposed: 1) new development in identified hazard areas; 2) an increased exposure to hazards; 3) the increased or decreased capability to address hazards; 4) changes to county comprehensive planning and capital improvement funding policies; and 5) changes to federal or state legislation are examples of factors that may affect the necessary content of the Plan. The committee will also assess and consider recommended changes provided by the State and FEMA in the previous 5-year plan revision cycle. Input from each Committee will also be incorporated into the Plan.

During the 5-year Plan update cycle, the following process will occur to allow sufficient time for updating a plan of this size, for submitting for review by the State and FEMA, addressing State and FEMA comments, and adoption by all jurisdictions:

- At 2 years prior to Plan expiration, the LMS Planning Committee will identify areas that have been modified and need to be updated per the identified responsibilities of this group. During this time, the Broward County LMS Coordinator while working with the Planning Committee will review Federal, State, and local regulations and guidance to see if any appropriate changes need to be made. The LMS Coordinator is tasked with making note of proposed changes and start the revision of the plan and update.
- At 8 months prior to Plan expiration is the desired time frame for the updated Broward County ELMS should be submitted to the State of Florida for review. It shall be noted that this may not always be achievable due to existing circumstances.

The plan review provides the LMS Working Group an opportunity to evaluate those actions that have been successful and to explore the possibility of documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented. The LMS Coordinator will be responsible for convening the Planning and Executive Committees and conducting the 5-year review.

During the 5-year plan review process, the following questions will be considered as criteria for assessing the effectiveness and appropriateness of the Plan:

- Do the goals address current and expected conditions?
- Has the nature or magnitude of risks changed?
- Are current human and capital resources appropriate for implementing the Plan?
- Are there additional partnering opportunities for evaluating risk and implementing mitigation?
- Are there new opportunities to implement, fund or integrate mitigation?
- Are there implementation obstacles, such as social, technical, administrative, political, legal, economic environmental issues, or coordination issues?
- Have the outcomes occurred as expected?
- Did the identical departments, individuals, and/or other partners participate in the plan implementation process as volunteered or assigned?
- Are there potential mitigation actions that would require a longer time horizon to realize (10 to 20 years out) for which it is important to start laying the groundwork?

Upon completion of the review and update process, the LMS Coordinator will send to LMS Chairperson and the Executive Committee to do a final review of the revised Plan as needed and approve the Plan to be submitted to the State Hazard Mitigation Officer at FDEM for final review and approval in coordination with FEMA.

After FEMA has approved the County Plan, the LMS Coordinator will submit it to the Board of County Commissioners for formal adoption. Once the Plan is formally adopted by the County, each of the 31 municipalities will follow suit.

Local Adoption

Once the LMS Plan is adopted by the County, all participating municipalities must also adopt the plan. Copies of resolutions must be submitted to the County LMS Coordinator for filing with the State and FEMA, to ensure eligibility of mitigation grant programs administered by FEMA. Appendix F contains local adoptions.

Post-Disaster Review and Update

In the event of a disaster, findings from the damage assessments and damage data collection, success story reporting will be reported to the LMS Planning Subcommittee. These findings will in turn be reviewed and the plan will be updated to reflect lessons learned, or to address specific issues and circumstances arising from the event, regardless of the 5-year interval. Data collection worksheets, when collected, will be kept by the County. Any future revisions of the plan will be posted on the County's website.

Recommendations to Continually Enhance the 5-Year Plan Review Process

- Invite State and FEMA mitigation counterparts to periodic meetings to keep them informed on the County's actions, policies, coordination efforts and successes.
- Track and share mitigation successes and challenges by utilizing the LMS meetings and other communication mechanisms to share best practices to increase the mitigation knowledge of municipalities and other stakeholders.
- Sharpen focus on what mitigation works well in the County (e.g., working with insurer, applying for FEMA grants, working with Climate Change groups)
- Communicate periodically with elected officials to inform them on policy changes and/or funding decisions that would better support mitigation.
- Continually search for better sources of risk data to assist with demonstrating cost-effectiveness with proposed projects.

Incorporation into Existing Planning Mechanisms

As part of the planning process, the Planning Subcommittee identifies current plans, programs, policies/ordinances, and studies/reports that will augment or help support mitigation planning efforts. The LMS Working Group will be the mechanism for ensuring that entities integrate hazard mitigation into its future planning activities. The subsection below entitled "Plan Integration Efforts" describes some of the examples from the ELMS process in identifying additional opportunities to incorporate mitigation into existing planning mechanisms.

To ensure the continued consistency, Broward County's Enhanced Local Mitigation Strategy (ELMS) Hazard Identification and Risk Assessment serves as the primary hazard identification and risk assessment for Broward County. Broward County ELMS shall be utilized for a detailed

hazard identification and risk assessment for all Broward County plans. An updated version of the hazard identification and risk assessment will be conducted in conjunction with each review and iteration of the County's Enhanced Local Mitigation Strategy.

Plan Integration Efforts

A major objective of the ELMS process is to integrate mitigation into other essential community planning processes. This strategy will allow achievement for more consistency, integration, and more effectiveness of mitigation practices into several existing county-wide, regional, state, and federal planning mechanisms. Below is a summary of some the integration efforts to demonstrate where other plans and programs are consistent with the Broward County's Local Mitigation Strategy and developed in concert with the Local Mitigation Strategy.

Jurisdiction Plan Integration Process

The LMS Coordinator works closely with all jurisdictions in a uniform effort to include ELMS planning strategies within local hazard mitigation planning. It is primarily accomplished via quarterly meetings with the Local Mitigation Strategy Working Group, meetings of the LMSWG Subcommittees, and in collaboration with the Emergency Management Division's Municipal Services Branch.

Broward County Comprehensive Emergency Management Plan

Broward County's Comprehensive Emergency Management Plan (CEMP), as adopted Nov. 17, 2020, was developed on the premise to provide an "all hazards" approach to emergency management. The Broward CEMP consists of three major components -the Basic Plan including supporting Standard Operating Procedures and annexes: the Broward Recovery Plan and the Broward Enhanced Local Mitigation Strategy (ELMS). The ELMS outlines the County's mitigation program to address a myriad of possible mitigation measures that will reduce or eliminate exposure to hazard impacts. The ELMS provides a comprehensive and coordinated hazard mitigation program for Broward County and its 31 municipalities aligned with Broward's CEMP. The Broward CEMP is consistent with the ELMS as having the same defined significant hazards of concern. Presently, the ELMS is integrated into the Broward County Comprehensive Emergency Management Plan (CEMP) through both plans' review cycles. Throughout the CEMP update process, the LMS Coordinator works closely with the Planning Section staff to ensure that elements of the ELMS are incorporated within the sections of the CEMP that address Broward County's mitigation strategies and initiatives. Additionally, the LMS Coordinator will continue to ensure that policies, programs, and mitigation actions are consistent between the ELMS and the Broward County CEMP. Further, all jurisdictions within Broward County having CEMPs are required to be consistent with the County CEMP. It should be noted that most municipalities have indicated that the vulnerability assessment section of the ELMS has been incorporated into their CEMP and is also utilized in the same manner to help develop Continuity of Operations (COOP) Plans like the County.

The Broward CEMP sets up an incident management system based upon National Incident Management protocols. This framework has identified roles and responsibilities for the Broward Emergency Response Team in the Broward Emergency Operations Center (EOC) environment. Recognizing the significance of prepositioning mitigation in the EOC response for the identification of mitigation opportunities, there is a Mitigation Unit under the Planning Section to ensure mitigation is part of the EOC response and short-term recovery planning. Mitigation is then further incorporated into the long-term recovery phase as part of the Recovery Coordination Center if activated.

County Comprehensive Plan

Broward County's Comprehensive Plan serves as a growth management planning document that guides development based upon projected growth and anticipated associated impacts on the County. The Broward NEXT 2.0 version of Broward County's Comprehensive Plan was adopted on March 28, 2019 (Ordinance No. 2019-11) with some elements being revised in 2020 and 2021 and amendments in 2022 as noted in support documents. Broward County's Land Use and comprehensive plans were updated including involvement from the 31 municipalities. The Broward County Land Use Plan of the Broward County Comprehensive Plan addresses climate resiliency, adaptation action areas and priority planning areas to address taking on a county-wide approach to land use planning. This last update of Broward Next sought to comprehensively update the County's land use planning program to meet the challenges of future growth by setting priorities and parameters for housing, transit, climate reliance and adaption, regional economic development, environmental protection, and disaster preparedness through mitigation.

The Coastal Management Element of the Comprehensive Plan was amended in 2022. The purpose of the Coastal Management Element (CME) is to plan for, and where appropriate, limit development activities where such activities would damage or destroy coastal resources, protect human life, and limit public expenditures in areas that are subject to destruction by natural disaster. The Florida Administrative Code (FAC) requires the CME to address coastal management, natural disaster, and deep-water port issues. Consistent with Florida Statutes Section 163.3177(g)7, the purpose of the Natural Disaster Component (NDC), as part of the Coastal Management Element (CME), is to plan to "protect human life against the effects of natural disasters." Natural disaster planning issues have been singled out as a separate component to stress their importance in Broward County. The NDC Support Document provides the data and analysis used as the basis for the goal, objectives and policies included in the NDC and was developed to provide for initiatives to support local mitigation strategy efforts.

SE Florida Regional Climate Change Compact: Regional Climate Action Plan

The Southeast Florida Regional Climate Change Compact was created in 2010 by Broward, Miami-Dade, Monroe, and Palm Beach counties to coordinate and collaborate on climate change action across county lines and is a leading example of regional-scale climate action and mitigation implementation. In 2012, the Compact codified its vision in its first Regional Climate Action Plan (RCAP). The Southeast Florida Regional Climate Change Compact is now on the third iteration (November 2022) of its Regional Climate Action Plan (RCAP). Developed with the guidance of more than 150 subject matter experts, including community members and stakeholders, the RCAP 3.0 provides updated guidance to support the implementation and acceleration of local and regional climate action in Southeast Florida.

The RCAP outlines goals, recommendations and supporting strategies across 11 focal areas to advance the objectives, of strengthening the adaptive capacity and climate resilience of the region's communities, institutions, and economy. The RCAP serves Broward, Miami-Dade, Monroe, and Palm Beach counties, inclusive of 109 municipal governments, the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida, encompassing a total regional population of more than 6.2 million people.

Risk Reduction and Emergency Management is a highlighted focus area of the RCAP with the following Goal: Prepare SE Florida for climate shocks and stressors by coordinating interdisciplinary risk-reduction planning and with emergency management planning. There are currently 15 recommendations under this Goal with identified strategies for implementation that were developed to enhance regionally and then locally through Broward County's Local Mitigation Strategy programs and projects. The 15 recommendations are: Identify climate risks to communities, built/physical environment and infrastructure; Integrate climate risks into hazard mitigation and emergency planning; Advance infrastructure investments to reduce risks; Advocate for solvency and affordability of insurance; Prioritize investments in transportation infrastructure; Strengthen regulations to reduce risk; Promote existing risk mitigation policies and programs; Utilize distributed renewable energy for disaster recovery; Communicate climate risks and emergency information; Develop post-disaster redevelopment plans; Provide small business recovery resources; Train local government staff on disaster preparedness; Engage with frontline communities to inform planning; Identify low-income populations in "communities at risk" and strengthen inter-and intra- governmental coordination.

There are ongoing coordination efforts throughout Broward County government to ensure continued integration of mitigation measures as it relates to strengthen the adaptive capacity of Broward. Broward County has a Chief Resilience Officer along with a Resilience Environment Department to recommend, and develop programs, implement projects and policies to support sustainability and resilience. The Broward County Government Operations Climate Change workgroup, led by the Resilience Environment Dept. allows for the opportunity for Broward County governmental divisions/departments to assist in implementing various elements of the Climate Change Action Plan including the Emergency Management Division to promote countywide measurable efforts.

State's Resilient Florida Program

The Resilient Florida program was created in 2021 by Senate Bill 1954/House Bill 7019 to provide a coordinated approach for Statewide Flooding and Sea Level Rise Resilience Planning with an accompanying grant program administered by the Florida Department of Environmental Protection to help communities prepare for the impacts of flooding and storm surge. The legislation ensures a coordinated approach to Florida for coastal and inland resilience. The targeted funding and new directives have enhanced efforts to protect inland riparian areas, coastlines, shores, and coral reefs all which serve as invaluable natural defenses against sea level rise. These initiatives have been incorporated locally into Broward County's local mitigation strategy and supporting projects, programs, and plans.

Broward County and local municipalities will receive a combined \$92 million in grant funds in 2023 for resilient infrastructure improvement projects. The funding was made available through the competitive grant program by the Florida Department of Environmental Protection to fund projects to help prepare coastal and inland communities to the adverse impacts of flooding and storm surge. Broward County received nearly \$66 million to advance mitigation, infrastructure, and other water management improvements. 16 Broward County projects have been awarded funds, including replacement and improvement of bridges, septic to sewer conversions,

wastewater pumps, bulkheads, and several stormwater infrastructure projects. The cities of Dania Beach and Ft Lauderdale were also funded for critical stormwater and infrastructure upgrades in the amount of \$25 million including the neighborhoods of Progresso and Dorsey Bend.

The Florida Dept. of Environmental Protection has also funded round of planning grants to assist in completing up to date comprehensive vulnerability assessments by 2026. Of the 122 communities awarded, Broward County and 11 Broward County cities received funding to update and/or develop vulnerability assessments.

State's Enhanced Hazard Mitigation Plan

The Florida Division of Emergency Management works closely with Broward County to ensure that the State Hazard Mitigation Plan and initiatives are incorporated locally into Broward's Local Mitigation Strategy and vice versa on a recurring basis and not just part of the 5-year updates. Starting in 2010, the State FDEM Mitigation Unit has invited members of the Local Mitigation Strategy working groups to participate in mitigation planning including the quarterly Mitigate FL meetings. Broward County Emergency Management has been actively participating in Mitigate FL activities over these years. The State provides a variety of forums so that there is cross-jurisdiction interface as it relates to mitigation planning activities. The State FDEM Mitigation Unit along with other State agencies with mitigation programs such as FL DEP are invited and are part of programming for Broward County's Local Mitigation Strategy Workgroup.

The Floodplain Management Program; Flood Mitigation Assistance Program; Hazard Mitigation Grant Program, Hurricane Loss Mitigation Program; Pre-Disaster Mitigation Grant Program; Building Resilient Infrastructure and Communities Grant Program and Watershed Planning Initiatives are all programs that Broward takes every opportunity to partake in with the Florida Division of Emergency Management (FDEM). FDEM acts as the coordinating agency and provides support to Broward and its municipalities on these program areas, and all are part of the State's overall Mitigation Strategy. As new programs are developed and briefed through forums such as Mitigate FL, Broward County will incorporate into local planning initiatives as applicable.

South Florida Water Management District Planning

The South Florida Water Management District is a regional governmental agency that manages water resources in the southern half of the state covering 16 counties including Broward County for entire area of 9 million residents. The South Florida Water Management District operates and maintains the regional water management system known as the Central and South Florida Project, which was authorized by Congress more than 75 years ago to protect residents and businesses from floods and droughts. The primary system includes approximately 2,200 miles of canals, 2,100 miles of levees/berms, 84 pump stations, and 778 water control structures. This primary system of canals and waterways connects to community drainage districts and hundreds of smaller neighborhood systems to effectively manage floodwaters during heavy rains. As a result of this interconnected drainage system, flood control is a shared responsibility between the District, Broward County and other County and city governments served by the District, local drainage districts homeowner associations and residents.

On Sept. 8, 2022, the Governing Board for the South Florida Water Management District approved a cost share agreement with the U.S. Army Corps of Engineers to advance a new flood resiliency study for SE Florida Component of the Central & South Florida Project, the backbone of the region's flood management system. Broward County is an actively engaged participant in

the process including participating in the planning charettes in January 2023 and holding Broward County workshops in February 2023. The Flood Resiliency Study will address flood damage reduction, water supply and related water resource concerns that may occur over next 50 years through solutions that are structural, non-structural, natural and nature based.

National Flood Insurance Program and Community Rating System

The National Flood Insurance Program is a federally subsidized flood damage insurance program administered by Federal Emergency Management Agency. Residents and businesses are eligible to purchase NFIP flood insurance policies in communities that regulate development in special flood hazard areas. Broward County has a robust participation in the National Flood Insurance Program with active engagement in the Community Rating System (CRS) self-voluntary incentive program to recognize and encourage community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program. Broward County and the participating CRS municipal communities shall continue to participate in the Local Mitigation Strategy process and support Community Rating System programs to minimize hazard risks and gain flood protection benefits for their residents. The Local Mitigation Strategy CRS Subcommittee/User Group evaluates changes to the CRS program and identifies areas where the County, and municipalities, can get more credit points based on existing activities and potential new ones. The CRS communities are constantly striving to reduce risk and by enacting flood mitigation measures and are at the forefront of the Local Mitigation Strategy. Activities such as outreach and infrastructure protection projects are emphasized. The LMS supports the three overarching goals of the CRS:

1. Reduce flood losses and damage to insurable properties.
2. Support the insurance aspects of the National Insurance Program.
3. Encourage a comprehensive approach to local flood plain management and risk mitigation.

Out of 31 municipalities in Broward County, 23 are CRS Communities. The Broward Municipal Services District (unincorporated areas) is also a CRS Community, bringing the total number to 24. However, the seven communities that are not CRS Communities are enrolled in the National Flood Insurance Program.

Capital Improvement Planning: Linking LMS to County and Municipal CIPs

Broward County government and municipal partners have been actively engaging any opportunity to further enhance mitigation into projects funded under general and enterprise revenue funding streams through capital improvement and supplements as necessary. Some accomplishments focusing on populations at risk since the last Local Mitigation Strategy update including funding permanent fixed generators at schools utilized as Special Medical Needs shelters; retrofit of the two Homeless Assistance Centers ended up funded through HMGP; redundant generators and chillers for EOC and elevating proposed building design in new builds for example Property Appraiser and Supervisor of Elections as Broward County is a High Velocity Hurricane Zone (HVHZ) projects to meet “essential” and “enhanced standards” specs beyond the 2020 Florida Building Code.

Since the CIPs are local project funding processes in multiple sectors of local government service, it is both important to first determine where mitigation is occurring in current CIP projects. Second, and more importantly, it is critical to facilitate a process to integrate the potential more fully for mitigation in the full life cycle of the CIP selection and funding process.

The MAT tool process is one of the tools that can identify opportunities for proactive mitigation measures to be identified year-round. This process is for considering the maximum practicable hazard mitigation protection for any county investment in retrofitting, repairing, upgrading, enhancing, or new construction for facilities or infrastructure. The County's insurer typically requires additional protection above and beyond code under its authority. This additional protection usually pertains to high wind protection to a Category 3 hurricane or greater but does not necessarily pertain to all other likely hazards, namely flood, which is the purview of the federal government.

The MAT tool process should identify additional mitigation opportunities above and beyond what is required under code and the County's insurer's authority. Parameters for investment include practical, cost-effective county investments during a construction process where a facility or infrastructure is being modified or built. Examples include protecting a county critical facility to a Category 5 wind speed and/or 1 foot of freeboard above the 500-year flood level. This process will consider future risk conditions, like climate change and sea level rise impacts, and an optimal time financially when the modification or new construction is being planned and constructed.

The MAT tool process will consider all potential funding sources but typically it is geared toward finance through County Capital Improvement funds. Therefore, it is essential that the identification process begin when capital improvement projects are first being considered in the CIP budgeting process. This typically occurs ten years in advance of when they are expected to be funded. The process will work roughly like this:

- When a new project is first considered in the CIP budget process at the Division Level (5-8 years in advance for a general project and 2-5 years in advance for a specific project), the MAT will review it for mitigation potential. If the team agrees that some form of mitigation is appropriate and cost-effective, it will provide a description of the mitigation idea with the scope of the CIP project and factor in the mitigation cost into the overall project cost. The MAT may use a worksheet with pre-identified actions to guide the process. The mitigation funding will likely be from the Alternative Financing process.
- As the date of actual funding and design gets close (1 to 2 years out), the MAT will help justify the need for the project to the County commission. The Finance team will help organize the alternative finance application. The MAT will also help draft the Request for Proposals (RFP) to make sure that the scope of services has a clear description of the mitigation measure.

The MAT tool process discussed above links the LMS's goals, principles, and strategies through to the County Capital Improvement Plan when feasible. To provide a link between the LMS and the local CIPs, each municipality should consider replicating this process as applicable at the community level.

Continued Public Involvement

Broward County and the LMS Working Group are dedicated to continued public involvement in the hazard mitigation planning and review process. Public participation has been woven into Broward County activities throughout the year to keep all stakeholders informed of the local mitigation strategy plan and updates, provide support and input for programs and projects with the hazards Broward faces, the possible impacts from those hazards and ways to mitigate.

Broward County participation in National Preparedness Month, Severe Weather Awareness

Week, Cyber Awareness Month, Eye of the Storm event, Hurricane Preparedness Open House, Business Resiliency Summit, Water Matters Day, municipal hurricane season preparedness briefings, awareness fairs, etc. are just a handful of preparedness and mitigation public participation activities that the County does to heighten awareness and discuss possibilities for mitigation and the overall mitigation strategy.

As described earlier in this chapter, significant changes or amendments to this Plan are discussed in the public, as deemed appropriate, to participate in the planning process prior to formal adoption procedures. Efforts to involve the public in the Plan maintenance, evaluation, and revision process were initiated as described per the Florida Sunshine Law with all LMS meetings being open to the public. To obtain the most recent input from the public and the LMS Working Group, an All-Hazards Survey was launched to solicit feedback from these two audiences. Broward's underserved and vulnerable communities were provided the opportunity to be involved in this initiative, as the Survey was disseminated to all population groups within the county.

The 2023 All-Hazards Survey and its description are included in Appendix M of this plan.

Chapter 4: Risk Assessment

Introduction

This chapter of the LMS includes the assessment of hazard risks facing Broward County and its participating municipal jurisdictions. The purpose of the risk assessment is to use best available data and technology to identify and evaluate potential hazard risks facing Broward County, as well as provide the factual basis for mitigation activities proposed in Broward County's LMS that aim to reduce those risks. The chapter has been broken down into the following key sections:

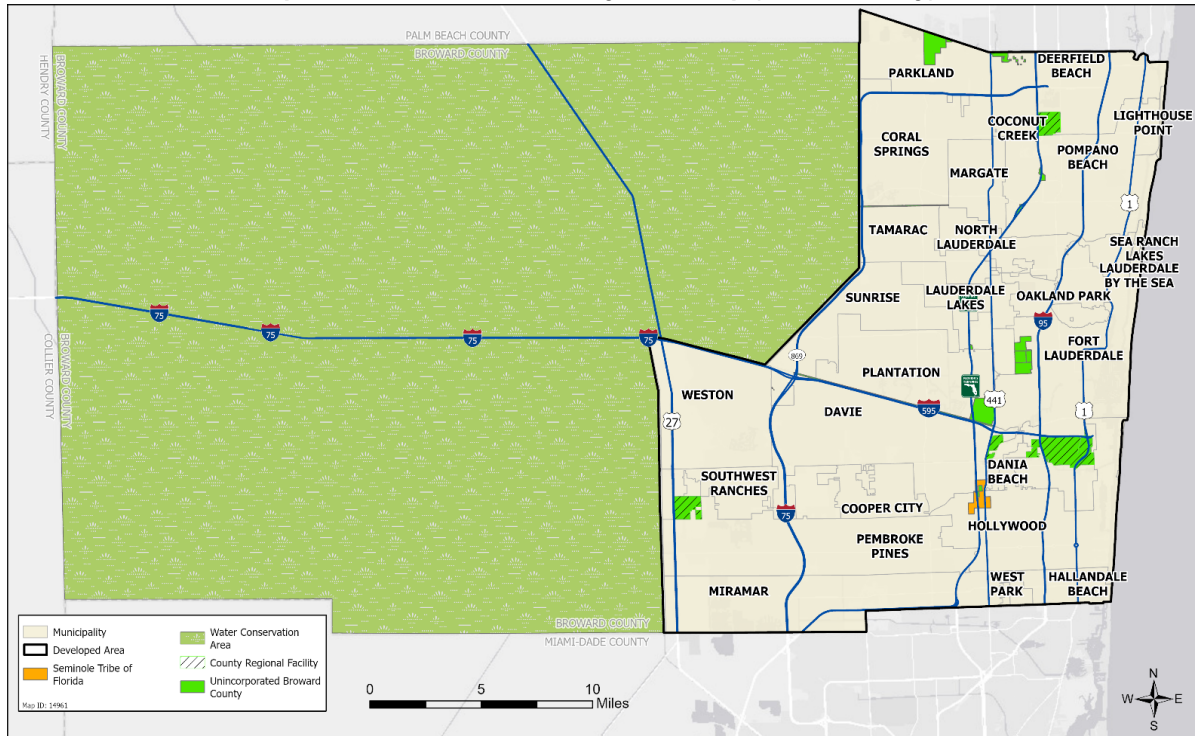
- Introduction
- Risk Assessment Methods
- Asset Inventory
- Initial Hazard Identification
- Natural Hazards
- Human Caused Hazards
- Conclusions on Hazard Risk

The risk assessment completed for Broward County provides for the identification and analysis of known hazards that may threaten life and property across the entire planning area. It also includes the results of a multi-jurisdictional vulnerability assessment conducted for each of Broward County's municipal jurisdictions¹ (shown in **Maps 4.1 and 4.2**) to determine where locally specific risks vary from those facing the rest of the county. The vulnerability assessment helps to describe each jurisdiction's vulnerability to identified hazards in terms of the types and numbers of buildings, infrastructure, and critical facilities located in hazard areas as well as potential loss estimates for vulnerable structures.

The Threat Hazard Identification and Risk Assessment (THIRA), Economic Vulnerability, and Mitigation Initiatives for Broward County have been prepared in compliance with the Federal Emergency Management Agency's Local Multi-Hazard Mitigation Planning Guidance, dated March 2013, and meets the requirements of 44 CFR § 201.

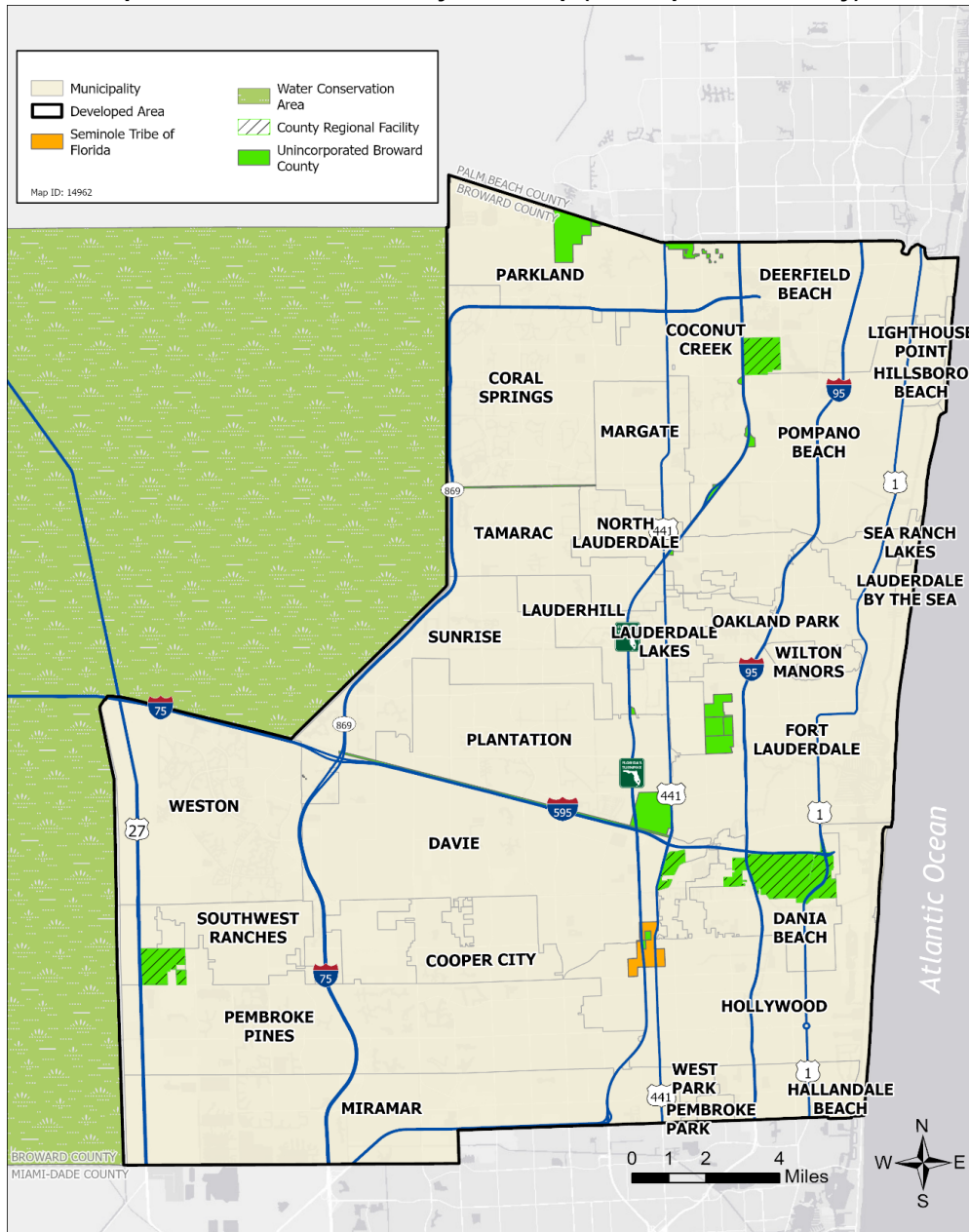
¹ Although this risk assessment does not officially or comprehensively analyze risks faced by the Seminole Tribe of Florida, it is of significance to note that the Seminole Reservation Headquarters is located in Hollywood and there are 2 Seminole run Casinos located in Hollywood and Coconut Creek. The Hollywood Reservation is a 497 acre urban reservation that is home to more than 500 Seminoles.

Map 4.1: 2022 Broward County Base Map (Entire County)



Source: Broward County GIS 2022

Map 4.2: 2022 Broward County Base Map (Developed Areas Only)



Source: Broward County GIS 2022

Risk Assessment Methods

As described above, the risk assessment completed for Broward County includes two primary studies including: (1) the hazard identification and analysis; and (2) a multi-jurisdictional vulnerability assessment.

Data and modeling from FEMA's National Risk Index (effective 2022) was utilized for the updates to this section.

The hazard identification and analysis provide the following information for each hazard:

- A general background description of each potential natural, technological, and/or human caused hazard that could impact Broward County
- The known locations and/or spatial extent of each hazard (if applicable)
- A locally specific history of past hazard occurrences based on best available data.
- A statement addressing the probability of future hazard occurrences that could affect Broward County

All the information presented as part of the hazard identification and analysis is based on existing local, state, and federal sources as cited throughout. Sources include historical records on hazard events (such as the storm events database maintained by the National Climatic Data Center) as well as input from the Broward County Mitigation Task Force and other relevant information provided through existing local plans, studies, and reports.²

The multi-jurisdictional vulnerability assessment was conducted with two distinct methodologies: first, utilizing Hazards United States-Multi-Hazards (Hazus-MH), FEMA's loss estimation software, and second, a statistical risk assessment methodology. Each approach provides estimates for the potential impact by using a common, systematic framework for evaluation. The results of the multi-jurisdictional vulnerability assessment are provided for each hazard immediately following the summary of information provided through the hazard identification and analysis, as listed above.

The Hazus-MH risk assessment methodology is parametric, in that distinct hazard and inventory parameters (wind speed and building types) were modeled using the Hazus-MH software to determine the impact (damages and losses) on the built environment.

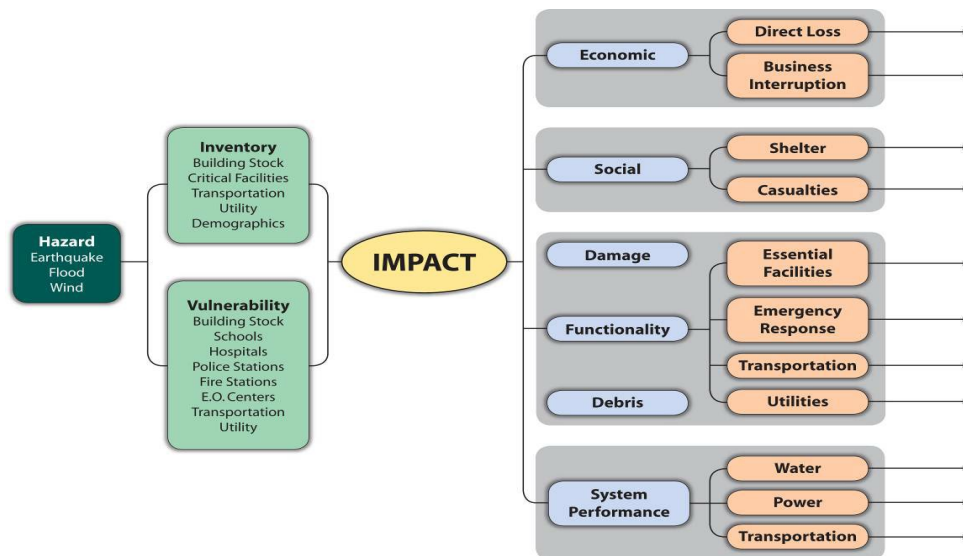
The statistical risk assessment methodology was applied to analyze hazards of concern that were outside the scope of the Hazus-MH software. The Hazus-MH driven methodology uses a statistical approach and mathematical modeling of risk to predict a hazard's frequency of occurrence and estimated impacts based on recorded or historic damage information. Below is a brief description of both approaches.

² Other existing plans, studies and reports include the 2000 version of the Broward County Local Mitigation Strategy, the Broward County Economic & Socioeconomic Vulnerability Study, Port Everglades Vulnerability & Economic Study, the Broward County profile from Florida Department of Community Affairs report entitled *Integrating Hazard Mitigation Planning into Comprehensive Planning*, the State of Florida Hazard Mitigation Plan and the CSX Transportation Hazardous Materials Density Study for Broward County, Florida (2006).

Hazus-MH

Hazus-MH is FEMA's standardized loss estimation software program built upon an integrated geographic information system (GIS) platform (Figure 4.1) in March 2011. After the initial release of the program, FEMA released Hazus 2.0 in May/June 2011. The main update to Hazus in the 2.0 version was to enhance the capability of integrating storm surge results into the flood module. Subsequent versions of Hazus, including versions 3.0 (released November 2015) and 4.0 (March 2017) were released following Hazus 2.0. These updates provided optimizations to the Hazus program.

Figure 4.1: Conceptual Model of Hazus-MH Methodology



Statistical Risk Assessment Methodology

Risks associated with other natural and anthropogenic hazards (beyond wind and flood) were analyzed using a statistical assessment methodology developed and used specifically for this effort. Historical data for each hazard were used and statistical evaluations are performed using manual calculations. The general steps used in the statistical risk assessment methodology are summarized below:

Compile data from the following sources:

Local

National

Literature

Clean up data.

Remove duplicates.

Update losses (For inflation).

Modify losses (For population growth and distribution).

Identify patterns in:

Frequency

Intensity

Vulnerability

Loss

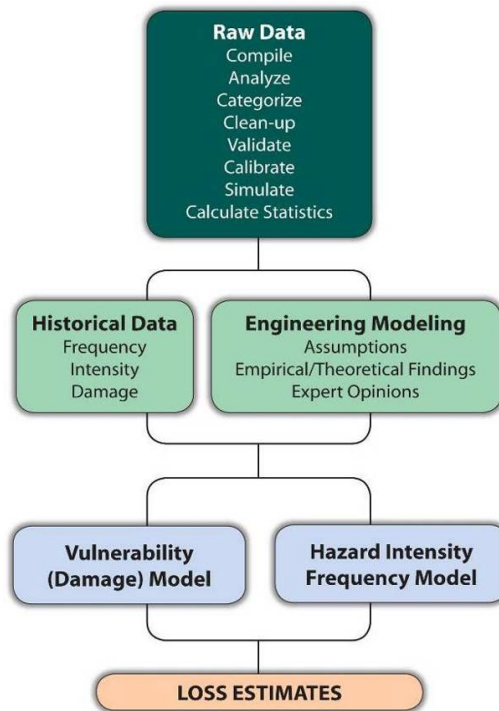
Statistically and probabilistically extrapolate the patterns.

Produce meaningful results.

Development of annualized loss estimates.

Figure 4.2 illustrates a conceptual model of the statistical risk assessment methodology as applied to Broward County.

Figure 4.2: Conceptual Model of the Statistical Risk Assessment Methodology



The economic loss results are presented here using two interrelated risk indicators:

1. The Annualized Loss (AL), which is the estimated long-term weighted average value of losses to property in any single year in a specified geographic area (i.e., county).
2. The Annualized Loss Ratio (ALR), which expresses estimated annualized loss normalized by property replacement value.

The estimated Annualized Loss (AL) addresses the key idea of risk: the probability of the loss occurring in the study area (largely a function of building construction type and quality). By annualizing estimated losses, the AL factors in historic patterns of frequent smaller events with infrequent but larger events to provide a balanced presentation of the risk. The Annualized Loss Ratio (ALR) represents the AL as a fraction of the replacement value of the local inventory. This ratio is calculated using the following formula:

ALR = Annualized Losses / Total Exposure

The annualized loss ratio gauges the relationship between average annualized loss and replacement value. This ratio can be used as a measure of vulnerability in the areas and, since it is normalized by replacement value, it can be directly compared across different geographic units such as metropolitan areas or counties. Loss estimates provided herein used best available data, and the methodologies applied resulted in an approximation of risk. These estimates should be used to understand relative risk from hazards and potential losses. Uncertainties are inherent in any loss estimation methodology, arising in part from incomplete scientific knowledge concerning natural hazards and their effects on the built environment. Uncertainties also result from approximations and simplifications that are necessary for a comprehensive analysis (e.g., incomplete inventories, demographics, or economic parameters).

National Climatic Data Center Storm Event Database

Much of the historical event data presented in the tables in this section were taken directly from the National Oceanic and Atmospheric Administration's (NOAA) National Climatic Data Center (NCDC) database. NCDC receives storm data from the National Weather Service (NWS) which, in turn, receives their information from a variety of sources, including, but not limited to county, state and federal emergency management officials, local law enforcement officials, SKYWARN spotters, NWS damage surveys, newspaper clipping services, the insurance industry, and the public. For many hazards, NCDC data is most accurate beginning from the early to mid-1990's which limits its usefulness for conducting a detailed risk assessment. However, as it is the source of the best available data that can be easily obtained (and is recommended for use by FEMA), it has been heavily relied on to profile and analyze the hazards further discussed in this section.

Asset Inventory

A variety of data exists on buildings, infrastructure, and critical facilities for Broward County. For purposes of the multi-jurisdictional vulnerability assessment, much of this data was based on the inventory databases made readily available through Hazus-MH, FEMA's loss estimation software as described earlier in this section under "Risk Assessment Methods." This includes the number, type, and value of buildings located in each municipality in Broward County. **Table 4.1** summarizes the total building value for each jurisdiction as extracted from the Broward County Property Appraiser (and as utilized for estimating losses to hurricane wind, flood, and storm surge). **Table 4.2** shows the average just/market value of parcels in Broward County by their property type.

Table 4.1: Total Building Values for Broward County, By Type (As of September 2022)

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Coconut Creek	\$5,308,909,990	\$805,513,680	\$240,721,850	\$887,360,030	\$7,242,505,550
Cooper City	\$4,591,234,610	\$318,873,860	\$68,517,700	\$409,271,000	\$4,978,626,170
Coral Springs	\$13,067,431,720	\$1,998,948,900	\$491,146,440	\$1,106,486,350	\$16,664,013,410
Dania Beach	\$2,990,734,460	\$1,339,458,760	\$697,771,010	\$317,585,910	\$5,345,550,140
Davie	\$11,853,653,860	\$1,759,800,890	\$990,297,550	\$1,997,775,730	\$16,601,528,030
Deerfield Beach	\$7,665,862,030	\$1,294,968,150	\$1,370,437,260	\$743,783,810	\$11,075,051,250
Fort Lauderdale	\$40,280,953,900	\$10,752,834,340	\$2,272,989,410	\$3,627,783,620	\$56,934,561,270
Hallandale Beach	\$5,977,437,030	\$906,218,460	\$139,187,800	\$293,143,460	\$7,315,986,750
Hillsboro Beach	\$1,752,642,150	\$61,813,44	n/a	\$11,425,720	\$1,764,067,870
Hollywood	\$18,164,519,180	\$3,834,129,350	\$1,186,380,450	\$2,215,839,670	\$2,215,839,670
Lauderdale-By-The-Sea	\$3,037,585,970	\$255,812,280	n/a	\$19,396,310	\$3,312,794,560
Lauderdale Lakes	\$1,864,453,620	\$275,274,920	\$68,113,330	\$249,755,110	\$2,457,596,980
Lauderhill	\$4,201,226,650	\$499,780,820	\$152,189,350	\$430,646,050	\$5,283,842,870
Lazy Lake	\$11,490,720	n/a	n/a	\$174,100	\$11,664,820
Lighthouse Point	\$3,463,656,570	\$199,891,700	n/a	\$34,792,700	\$3,698,340,970
Margate	\$4,669,009,960	\$671,966,370	\$200,018,900	\$346,971,590	\$5,887,966,820
Miramar	\$12,938,283,030	\$1,516,968,730	\$983,373,570	\$1,205,410,780	\$16,644,036,110
North Lauderdale	\$2,535,258,620	\$317,307,420	\$75,602,810	\$231,044,240	\$3,159,213,090
Oakland Park	\$4,067,559,470	\$901,865,930	\$637,647,060	\$313,595,980	\$5,920,668,440
Parkland	\$7,098,143,900	\$116,627,160	\$3,280,100	\$479,324,610	\$7,697,375,770

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Pembroke Park	\$246,977,110	\$157,079,450	\$437,630,750	\$68,216,460	\$909,903,770
Pembroke Pines	\$17,822,903,010	\$2,532,946,030	\$413,564,750	\$1,673,757,640	\$22,443,171,430
Plantation	\$11,335,157,280	\$2,258,055,930	\$176,185,550	\$982,216,780	\$14,751,615,540
Pompano Beach	\$13,222,377,380	\$2,093,551,700	\$3,111,607,580	\$1,544,596,220	\$19,972,132,880
Sea Ranch Lakes	\$368,738,330	\$18,434,880	n/a	\$5,970	\$387,179,180
Southwest Ranches	\$1,972,755,640	\$51,181,950	\$9,715,730	\$579,093,920	\$2,612,747,240
Sunrise	\$7,978,446,620	\$2,679,191,270	\$730,009,370	\$1,164,328,160	\$12,117,656,630
Tamarac	\$6,122,085,300	\$673,518,680	\$307,692,710	\$362,381,480	\$7,465,678,170
Broward Municipal Services District	\$897,304,560	\$103,732,400	\$76,004,350	\$2,814,337,220	\$3,891,378,530
West Park	\$1,036,657,630	\$95,148,410	\$112,844,610	\$58,338,670	\$1,302,989,320
Weston	\$10,534,843,600	\$938,458,330	\$416,465,720	\$754,904,360	\$12,644,672,010
Wilton Manors	\$2,055,372,370	\$239,614,090	\$17,674,550	\$116,382,180	\$2,429,043,190
TOTAL	\$229,133,666,270	\$39,607,154,840	\$15,387,070,260	\$25,040,125,83	\$285,139,398,430

* "Other" building occupancy category includes agriculture, religious/nonprofit, government, and education occupancies.

Source: Broward County Property Appraiser September 2022 Tax Roll Data.

Table 4.2: Average Just Value for Broward County, By Type

Property Type	Average Just/Market Value
Vacant Residential	\$187,198
Single Family	\$391,453
Townhouse	\$247,441
Mobile Home	\$88,950
Condominium	\$178,272
Cooperative	\$149,591
Multi-Family	\$1,126,151
Vacant Commercial	\$592,312

Commercial	\$1,706,120
Vacant Industrial	\$854,391
Industrial	\$1,537,279
Agricultural	\$359,147
Institutional	\$2,849,088
Governmental	\$4,032,498
Other	\$65,108

Source: Broward County Property Appraiser 2019 Tax Roll Data

In addition to the data made readily available through Hazus-MH, some local inventory data has been integrated into the multi-jurisdictional vulnerability assessment. This also includes local tax assessor records for developed parcels in each of the municipal jurisdictions, which were utilized to estimate potential losses due to flooding events as further described under the vulnerability assessment section of the "Flood" hazard.

Critical Facilities

Critical Facilities are defined as those structures from which essential services and functions for survival, continuation of public safety actions, and disaster recovery are performed or provided. For the purposes of this document, Broward County has identified those critical facilities that have the potential for being affected by natural and human caused disasters. The identification and location of critical facilities throughout Broward County are shown in **Map 4.3**.

Population and Development Trends

According to the 2020 Census, Broward County was the second most populous county in the State of Florida, with 1,944,375 people. At the 2010 Census conducted on April 1, 2010, the population of Broward County stood at 1,748,066. The percentage population gain from 2010 to 2020 was 11.2% (an increase of 196,309 people). Population projections for Broward County were established in 2009 by a Broward County Population Forecasting Model (see **Figure 4.3**).

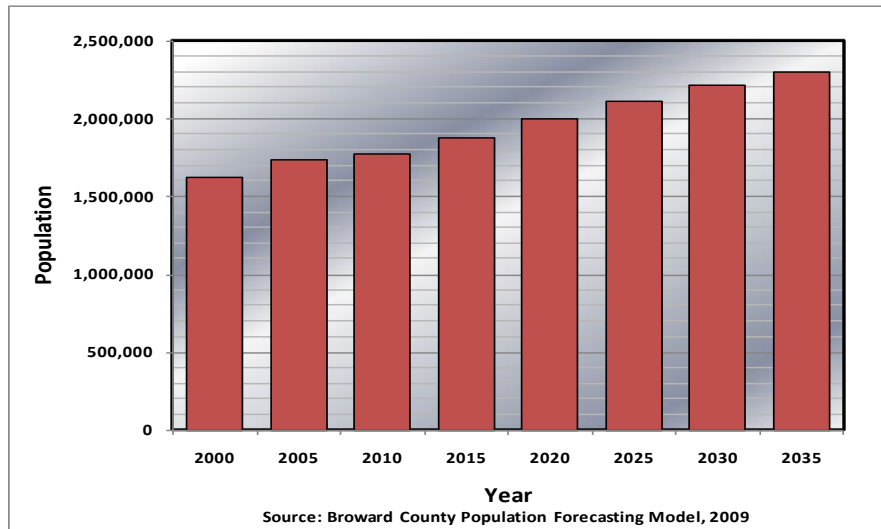
Broward County is composed of 31 Municipalities as well as the Broward Municipal Services District, also referred to as unincorporated areas. The most significant population increases between 2000 and 2010 were seen in Parkland (73%), Miramar (68%), and Weston (33%). The most significant percent change between 2010 and 2020 were seen in Parkland (45%), Lazy Lake (38%), Cooper City (21%), and Tamarac (19%). In 2020, Fort Lauderdale (182,760) and Pembroke Pines (171,178) continued as the 2 largest Municipalities in Broward County, making up 18% of the total Broward County population (see **Table 2.2**).

Potential Impact to Jurisdictions

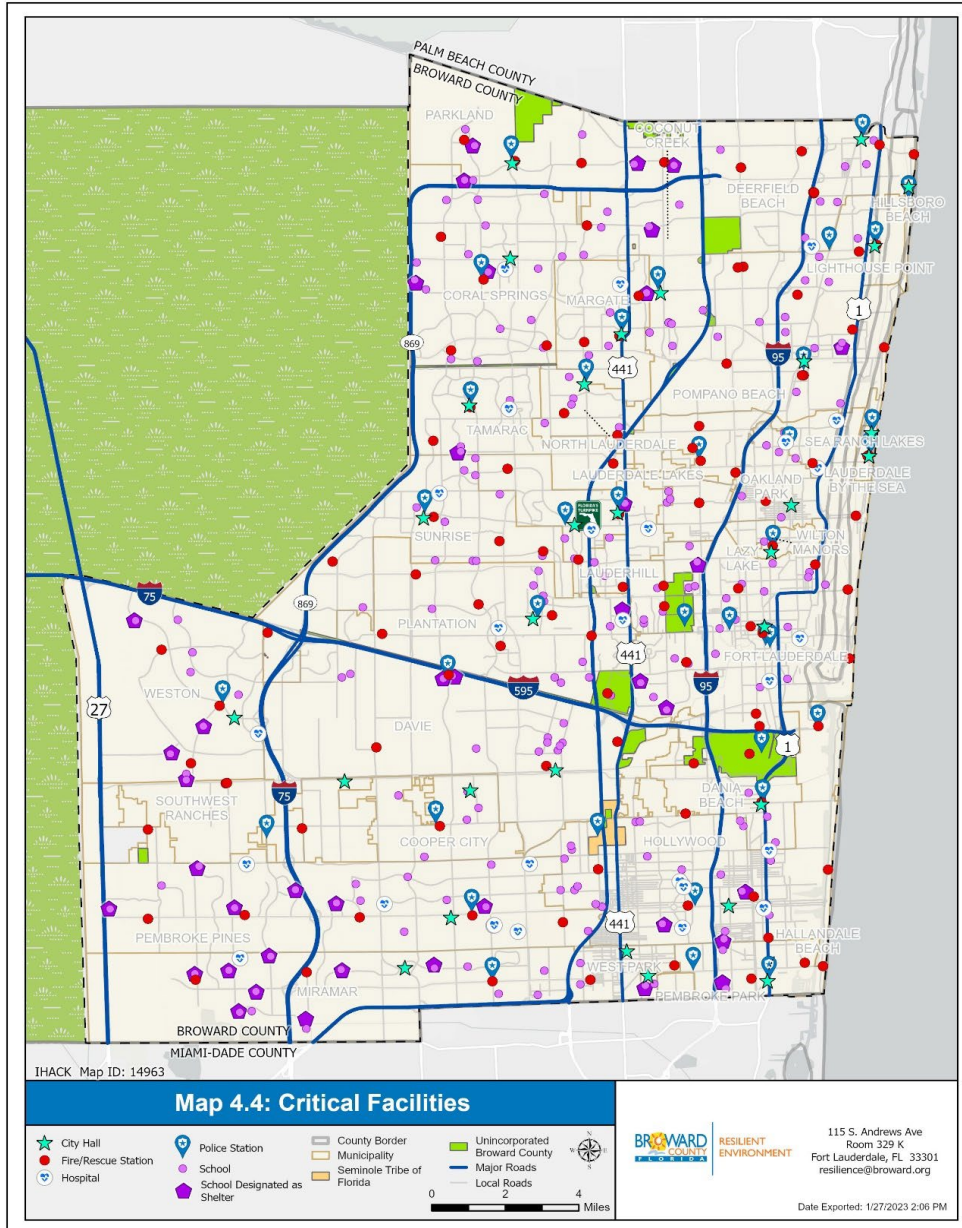
Broward County comprises 1,225 square miles. Thus, its 31 municipalities and unincorporated areas are vulnerable in varying degrees to several hazards that are identified in this update. For example, the County has 24 miles of coastline and 300 miles of inland waterways, making the coastal communities more vulnerable to the effects of Coastal Erosion and Sea Level Rise than the central and western communities. The central and western communities are potentially more

vulnerable to Wildfire, with a continuing westward expansion of development. All Broward communities are vulnerable to the hazards of Extreme Heat, Severe Storms, Tornadoes, Tropical Cyclones, Drought, Flood, Pandemic/Infectious Disease, Mass Migration, Terrorism, Active Shooter, HazMat Incident, and Cyber.

Figure 4.3: Population Projections for Broward County 2000-2035



Map 4.3: Critical Facilities



Source: Broward County GIS 2022

Hazard Vulnerability Profile for Existing and Future Land Use

This section provides information on Broward County's existing and future land use vulnerabilities to three spatially defined hazards to be addressed further in this risk assessment including storm surge from tropical cyclones, flood, and wildfire. It borrows heavily from a study performed by the Florida Department of Community Affairs (FDCA), an agency that is now defunct. Beginning in 2004, land use tabulations in relation to known hazard areas were developed by FDCA's Division of Community Planning as part of an analysis entitled, *Integrating Hazard Mitigation Planning into Comprehensive Planning: Broward County Profile*. The following data were used for the tabulations: online Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS)³, 2017 Broward County Property Appraiser / Florida Department of Revenue data, and the current Florida Department of Environmental Protection and South Florida Water Management District GIS databases and shapefiles.

This section will be revised for the next update to reflect the most recent changes based upon data from the Broward County Property Appraiser.

For the purposes of this profile, the identified hazard areas include the coastal hazards zone in relation to storm surge, hurricane vulnerability zones in relation to evacuation clearance times, flood zones in relation to the 100-year flood, and wildfire susceptible areas. More details about the hazard zones used for the tabulation are as follows:

- The Coastal Hazards Zone (CHZ) illustrates areas at risk to surge, which is comprised of the category 1 storm surge zone from NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model and the category 1 evacuation zone.
- The Hurricane Vulnerability Zone (HVZ) shows hurricane risk, which includes Category 1 to 3 Hurricane Evacuation Zones.
- FEMA's designated 100-year flood zones (i.e., A, AE, V, VE, AO, 100 IC, IN, AH) are used for flood.
- All medium-to-high risk zones from MEMPHIS for wildfire (Level 5 through Level 9).

Existing land use data was acquired from County Property Appraisers and the Florida Department of Revenue for tabulation of the total amount of acres and percentage of land in identified hazard areas, sorted by existing land use category for the Broward Municipal Services District areas. The total amount of acres and percentage of land in the identified hazards areas was tabulated and sorted by future land use category according to the local future land use map, as well as the amount of these lands listed as vacant according to existing land use. Broward County future land use data was acquired from Broward County and might not reflect changes per recent future land use amendments.

³ MEMPHIS was designed to provide a variety of hazard related data in support of the Florida Local Mitigation Strategy DMA2K revision project. It was created by Kinetic Analysis Corporation under contract with the FDCA. For more details on a particular hazard or an explanation of the MEMPHIS methodology, consult the MEMPHIS Web site (<http://lmsmaps.methaz.org/lmsmaps/index.html>).

County acreage was tabulated by existing (**Table 4.3**) and future (**Table 4.4**) land uses within the hazard areas.⁴ The results of these land use tabulations are summarized below along with some recommendations included with the FDCA study. This information was confirmed for accuracy and relevance with the Division of Forestry in July 2017.

Storm Surge from Tropical Cyclones

Table 4.3 presents the existing land uses within the surge zone. There are 14,665 acres of land within the coastal hazard zone (CHZ) and an additional 237 acres in the hurricane vulnerability zone (HVZ). These zones are primarily located on the barrier islands and inland up to a couple miles. Incorporated coastal communities occupy most of the land in these zones. Currently, 43.1% of the CHZ and 42.6% of the HVZ have single-family homes. Another major existing land use of these zones is commendably parks and conservation, with 13.0% of the CHZ and 13.9% of the HVZ used for these purposes. In addition, approximately 19% of both zones are still undeveloped. **Table 4.4** shows that of the currently vacant land in the CHZ and HVZ, 33.4% and 28.7%, respectively, are designated for future transportation uses. While future investment in transportation in these zones may increase evacuation capacities, it also will increase the taxpayer's investment in a hazardous area and subsidize future growth where the intention is to limit densities. **Table 4.4** also shows that currently vacant land is allocated for future residential use. According to the tabulations, 10.8% of the vacant property in both zones is designated for 5 dwelling units per acre and another 8.6% of the CHZ and 10.1% of the HVZ vacant acres are designated for 25 dwelling units per acre. If development occurs accordingly, it will further increase the population in the Category 1 evacuation zone and likely put more people at risk from storm surge.

Flood

Table 4.3 presents the existing land uses within the 100-year floodplain. Much of Broward County is within a flood zone. Currently, 193,965 acres are at risk from flooding, but this does not include the Everglades Conservation Area which naturally floods. Of the 193,965 acres, 64.8%, or 125,750 acres are in residential use. Also, 33,981 flood-prone acres, or 17.5%, of the floodplain, is currently undeveloped. An additional 9,934 acres besides those in the Everglades Conservation Area are designated as parks, conservation areas, and golf courses. Using flood-prone areas for parks and conservation purposes is a strong flood mitigation strategy since development can be limited in these areas and the natural hydrology left in place. Existing vacant land allows the County and municipalities an opportunity to regulate or limit development before it occurs. Of the 33,981 acres currently undeveloped in the zone, 50.2% are designated for future residential uses, as shown in Table 4.4. Another 3,177 acres are designated for commercial use while an additional 1,260 vacant acres are designated for community facilities. Transportation and right-of-way future land uses are designated towards 14.2% of existing undeveloped land. This is a lot of development that is currently allowable within the 100-year floodplain. With proper mitigation designed into these structures and roads, much of the development can occur without increasing the vulnerability of the County to flood losses. However, alterations to the natural hydrology often have unforeseen impacts if mitigation occurs in a piece-meal fashion rather than looking at system-wide drainage impacts.

⁴ Note: The Everglades Conservation Area is not included in the following land use tabulations.

Wildfire

Because of climate change, Wildfire poses an increased risk to Broward County, particularly in the less developed areas to the west. The data included in Table 4.3 represents the still current Wildfire vulnerability profile for the county. Revised data will be included in the next ELMS update.

Table 4.3 presents the land uses associated with high-risk wildfire zones. Small wildfire-prone areas are found throughout the County, although there is a concentration along Route 27. Single-family homes are found in 46.9% of the wildfire susceptible acres, generally scattered in isolated areas south of Highway 75 and east of Route 27. These homes are most likely very vulnerable to a wildfire since single-family residential neighborhoods on the outskirts of urban areas typically have a lot of vegetation that can allow a fire to spread between homes. Another 24% of the wildfire risk areas, or 1,628 acres, are currently conserved and special attention should be paid to maintaining wildfire fuel levels through prescribed burning or mechanical means in these areas. Another 875 acres are currently undeveloped. Vacant lands often can add to wildfire risk since wildfire fuel levels are not typically maintained. Of the undeveloped land, Table 4.4 shows that 19.1% is designated for future residential estates and 12.6% is designated for rural ranches. When development does occur on these lands, wildfire mitigation techniques for neighborhood design should be encouraged as well as education of homeowners about maintaining defensible space.

Table 4.3: Total County Acres in Hazard Areas by Existing Land Use Category

Existing Land Use Category		Coastal Hazard Zone	Hurricane Vulnerability Zone	Flood Zones	Wildfire Susceptible Areas
Agriculture	Acres	85.8	150.1	5,446.3	832.0
	%	0.49%	0.68%	2.88%	3.54%
Attractions, Stadiums, Lodging	Acres	144.8	295.6	509.1	2.9
	%	0.82%	1.33%	0.27%	0.01%
Places of Worship	Acres	45.3	117.2	1,678.6	187.1
	%	0.26%	0.53%	0.89%	0.80%
Commercial	Acres	615.2	1,224.4	9,445.8	370.4
	%	3.49%	5.51%	5.00%	1.58%
Government, Institutional, Hospitals, Education	Acres	2,170.2	1,116.4	14,097.4	1,900.2
	%	12.32%	5.02%	7.47%	8.10%
Industrial	Acres	249.0	302.8	5,803.5	271.2
	%	1.41%	1.36%	3.07%	1.16%
Parks, Conservation Areas, Golf Courses	Acres	2,643.1	2,633.0	9,676.3	743.7
	%	15.00%	11.85%	5.12%	3.17%
Residential Group Quarters, Nursing Homes	Acres	5.9	7.1	337.0	0.2
	%	0.03%	0.03%	0.18%	0.00%
Residential Multi-Family	Acres	174.5	853.8	5,673.1	183.0
	%	0.99%	3.84%	3.00%	0.78%

Existing Land Use Category		Coastal Hazard Zone	Hurricane Vulnerability Zone	Flood Zones	Wildfire Susceptible Areas
Residential Mobile Home, or Commercial Parking Lot	Acres	182.7	279.0	2,701.5	61.0
	%	1.04%	1.25%	1.43%	0.26%
Residential Single-Family	Acres	1,577.1	5,264.2	32,778.4	2,635.8
	%	8.95%	23.68%	17.36%	11.23%
Submerged Lands (Water Bodies)	Acres	3,181.1	1,966.1	16,171.3	2,345.7
	%	18.05%	8.84%	8.56%	9.99%
Transportation, Communication, Rights-of-Way	Acres	2,157.8	1,972.1	24,255.1	1,997.5
	%	12.25%	8.87%	12.85%	8.51%
Utility Plants and Lines, Solid Waste Disposal	Acres	232.4	15.9	8,732.3	6,836.9
	%	1.32%	0.07%	4.62%	29.13%
Vacant	Acres	221.8	122.9	4,994.7	178.5
	%	1.26%	0.55%	2.65%	0.76%
All Others	Acres	701.2	907.5	18,827.5	2,795.3
	%	3.98%	4.08%	9.97%	11.91%
No Data	Acres	3,233.6	5,000.9	27,688.5	2,130.6
	%	18.35%	22.50%	14.66%	9.08%
TOTAL	Acres	17,621.5	22,229.0	188,816.4	23,472.2
	%	100.00%	100.00%	100.00%	100.00%

Source: Broward County Property Appraiser GIS July 2017 Data, Broward County Property Appraiser GIS, Florida Regional Planning Councils and Florida Division of Emergency Management, Broward County GIS, FEMA National Flood Hazard Layer, Southern Wildfire Risk Assessment

Table 4.4: Total and Undeveloped Acres in Hazard Areas by Future Land Use Category

Future Land Use Category		Coastal Hazard Zone		Hurricane Vulnerability Zone		Flood Zones		Wildfire Susceptible Areas	
		Total	Undev.	Total	Undev.	Total	Undev.	Total	Undev.
Activity Center	Acres	949.2	340.0	1415.8	794.4	11498.5	6718.0	884.9	390.3
	% of Total	5.4%	4.9%	6.4%	7.1%	6.1%	7.3%	3.8%	5.3%
Agricultural	Acres	77.9	0.0	0.0	0.0	9686.1	959.8	7989.9	518.0
	% of Total	0.4%	0.0%	0.0%	0.0%	5.1%	1.0%	34.0%	7.0%
Commerce	Acres	1386.3	889.0	1681.4	1086.8	24230.8	16386.7	1338.6	862.2
	% of Total	7.9%	12.9%	7.6%	9.7%	12.8%	17.9%	5.7%	11.6%
Commercial Recreation	Acres	312.8	281.6	357.1	307.0	4169.6	2235.6	0.0	0.0
	% of Total	1.8%	4.1%	1.6%	2.7%	2.2%	2.4%	0.0%	0.0%
Community	Acres	314.0	190.3	499.3	385.1	7055.3	5911.2	937.5	890.8
	% of Total	1.8%	2.8%	2.2%	3.4%	3.7%	6.4%	4.0%	12.0%

Future Land Use Category		Coastal Hazard Zone		Hurricane Vulnerability Zone		Flood Zones		Wildfire Susceptible Areas	
		Total	Undev.	Total	Undev.	Total	Undev.	Total	Undev.
Conservation - Natural Reservations	Acres	1681.5	214.0	1518.8	223.2	4218.1	674.6	1172.5	156.6
	% of Total	9.5%	3.1%	6.8%	2.0%	2.2%	0.7%	5.0%	2.1%
Conservation - Reserve Water Supply Area	Acres	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	% of Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Electrical Generation Facility	Acres	501.5	255.3	59.4	53.7	561.7	313.5	0.0	0.0
	% of Total	2.8%	3.7%	0.3%	0.5%	0.3%	0.3%	0.0%	0.0%
Estate (1) Residential	Acres	30.6	2.8	0.0	0.0	13515.7	8919.2	554.0	255.1
	% of Total	0.2%	0.0%	0.0%	0.0%	7.2%	9.7%	2.4%	3.4%
High (50) Residential	Acres	184.0	61.4	794.0	199.4	1070.5	318.9	0.0	0.0
	% of Total	1.0%	0.9%	3.6%	1.8%	0.6%	0.3%	0.0%	0.0%
Irregular Residential	Acres	160.5	4.7	30.3	2.2	20689.9	6677.7	2731.2	711.3
	% of Total	0.9%	0.1%	0.1%	0.0%	11.0%	7.3%	11.6%	9.6%
Low (2) Residential	Acres	53.3	29.2	93.3	66.0	3366.3	1099.0	1053.3	218.2
	% of Total	0.3%	0.4%	0.4%	0.6%	1.8%	1.2%	4.5%	2.9%
Low (3) Residential	Acres	1778.1	413.7	2699.4	1282.6	12859.2	5083.9	1155.8	319.0
	% of Total	10.1%	6.0%	12.1%	11.5%	6.8%	5.5%	4.9%	4.3%
Low (5) Residential	Acres	3188.8	1214.9	5257.2	3326.6	26515.3	12498.9	182.7	38.7
	% of Total	18.1%	17.6%	23.6%	29.7%	14.0%	13.6%	0.8%	0.5%
Low-Medium (10) Residential	Acres	283.0	81.6	356.2	234.8	7476.2	3197.6	200.5	39.3
	% of Total	1.6%	1.2%	1.6%	2.1%	4.0%	3.5%	0.9%	0.5%
Medium (16) Residential	Acres	374.8	81.8	1068.9	519.8	6972.1	3015.5	6.4	0.0
	% of Total	2.1%	1.2%	4.8%	4.6%	3.7%	3.3%	0.0%	0.0%
Medium-High (25) Residential	Acres	806.0	110.7	2029.3	597.3	3742.8	1150.9	0.0	0.0
	% of Total	4.6%	1.6%	9.1%	5.3%	2.0%	1.3%	0.0%	0.0%
Mining	Acres	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	% of Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Palm Beach County Rural Residential-10	Acres	0.0	0.0	0.0	0.0	112.7	37.0	0.0	0.0
	% of Total	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Recreation and Open Space	Acres	1590.4	984.1	1409.6	852.5	10026.6	7235.7	1174.1	997.7
	% of Total	9.0%	14.3%	6.3%	7.6%	5.3%	7.9%	5.0%	13.4%
Rural Estates	Acres	0.0	0.0	0.0	0.0	1348.1	910.0	637.6	391.4
	% of Total	0.0%	0.0%	0.0%	0.0%	0.7%	1.0%	2.7%	5.3%
Rural Ranches	Acres	0.0	0.0	0.0	0.0	5318.6	3988.3	2296.1	1639.0

Future Land Use Category		Coastal Hazard Zone		Hurricane Vulnerability Zone		Flood Zones		Wildfire Susceptible Areas	
		Total	Undev.	Total	Undev.	Total	Undev.	Total	Undev.
	% of Total	0.0%	0.0%	0.0%	0.0%	2.8%	4.3%	9.8%	22.1%
Transportation	Acres	2122.8	1624.5	1702.8	1136.4	11334.4	4243.0	928.5	0.0
	% of Total	12.0%	23.6%	7.7%	10.2%	6.0%	4.6%	4.0%	0.0%
Water	Acres	1825.9	109.0	1256.1	114.7	3022.1	115.1	228.6	0.0
	% of Total	10.4%	1.6%	5.7%	1.0%	1.6%	0.1%	1.0%	0.0%
TOTAL	Acres	17621.5	6888.5	22229.0	11182.7	188790.5	91690.1	23472.2	7427.4
	% of Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Source: Broward County Property Appraiser GIS July 2017 Data, Broward County Property Appraiser GIS, Florida Regional Planning Councils and Florida Division of Emergency Management, Broward County GIS, FEMA National Flood Hazard Layer, Southern Wildfire Risk Assessment

Small wildfire-prone areas are found throughout the County, although there is a concentration along Route 27. Single-family homes are found in 46.9% of the wildfire susceptible acres, generally scattered in isolated areas south of Highway 75 and east of Route 27. These homes are most likely very vulnerable to a wildfire since single-family residential neighborhoods on the outskirts of urban areas typically have a lot of vegetation that can allow a fire to spread between homes. Another 24% of the wildfire risk areas, or 1,628 acres, are currently conserved and special attention should be paid to maintaining wildfire fuel levels through prescribed burning or mechanical means in these areas. Another 875 acres are currently undeveloped. Vacant lands often can add to wildfire risk since wildfire fuel levels are not typically maintained. Of the undeveloped land, 19.1% is designated for future residential estates and 12.6% is designated for rural ranches. When development does occur on these lands, wildfire mitigation techniques for neighborhood design should be encouraged as well as education of homeowners about maintaining defensible space.

Major Disaster Declarations

Prior to determining the potential hazards of most significant concern for Broward County, it is also helpful to review past major disaster declarations that have impacted the area. Major disasters are declared by the President of the United States when the magnitude of a disaster event is of such severity and magnitude that effective response is beyond the capabilities of the State and the local governments. In these cases, eligible applicants may apply for a wide range of federal disaster assistance that include funds for public assistance, individual assistance, and hazard mitigation assistance.

Since 1965, Broward County has received 21 presidential disaster declarations for hurricane, flood, wildfire, tornado, and freeze events as listed in **Table 4.5**. Please note that this listing does not include all federal, state, or local emergency declarations issued for smaller, less damaging disaster events that did not warrant a presidential declaration.

Table 4.5: Presidential Disaster Declarations for Broward County (1965–2022)

Event	Declaration Date	Declaration Number
Hurricane Betsy	09/14/1965	FEMA-209-DR
Freeze	03/15/1971	FEMA-304-DR
Hurricane Andrew	08/24/1992	FEMA-955-DR
Tornadoes, Flooding, High Winds & Tides, Freezing	03/22/1993	FEMA-982-DR
Severe Storms, High Winds, Tornadoes, and Flooding	02/20/1998	FEMA-1204-DR
Severe Storms, High Winds, Tornadoes, and Flooding	03/09/1998	FEMA-1195-DR
Extreme Fire Hazard	06/18/1998	FEMA-1223-DR
Hurricane Irene	10/20/1999	FEMA-1306-DR
Heavy Rains and Flooding	10/04/2000	FEMA-1345-DR
Severe Freeze	02/06/2001	FEMA-1359-DR
Hurricane Charley and Tropical Storm Bonnie	08/13/2004	FEMA-1539-DR
Hurricane Frances	09/04/2004	FEMA-1545-DR
Hurricane Jeanne	09/26/2004	FEMA-1561-DR
Hurricane Katrina	08/28/2005	FEMA-1602-DR
Hurricane Wilma	10/24/2005	FEMA-1609-DR
Tropical Storm Fay	8/21/2008	FEMA-3288-DR
Hurricane Matthew	11/04/2016	FEMA-4283-DR
Hurricane Dorian	10/21/2019	FEMA-4468-EM

Covid-19-Pandemic	03/25/2020	FEMA-4486-DR
Hurricane Isaias	08/01/2020	FEMA-3533-EM
Hurricane Ian	11/10/2022	FEMA-4673-DR
Hurricane Nicole	12/13/2022	FEMA-4680-DR

Hazards of Most Significant Concern for Broward County

Each of the initially identified hazards was studied for their potential impact on Broward County as well as in terms of the availability of hazard mitigation strategies to reduce that impact. Best available data on historical occurrences, the geographic location and extent as well as the probability of future occurrences were collected and reviewed as part of the hazard identification process.

Hazard Identification

Broward County is vulnerable to a wide range of natural and human caused hazards that threaten life and property. FEMA's current regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (i.e., technological hazards, terrorism) is encouraged, though not required for plan approval.

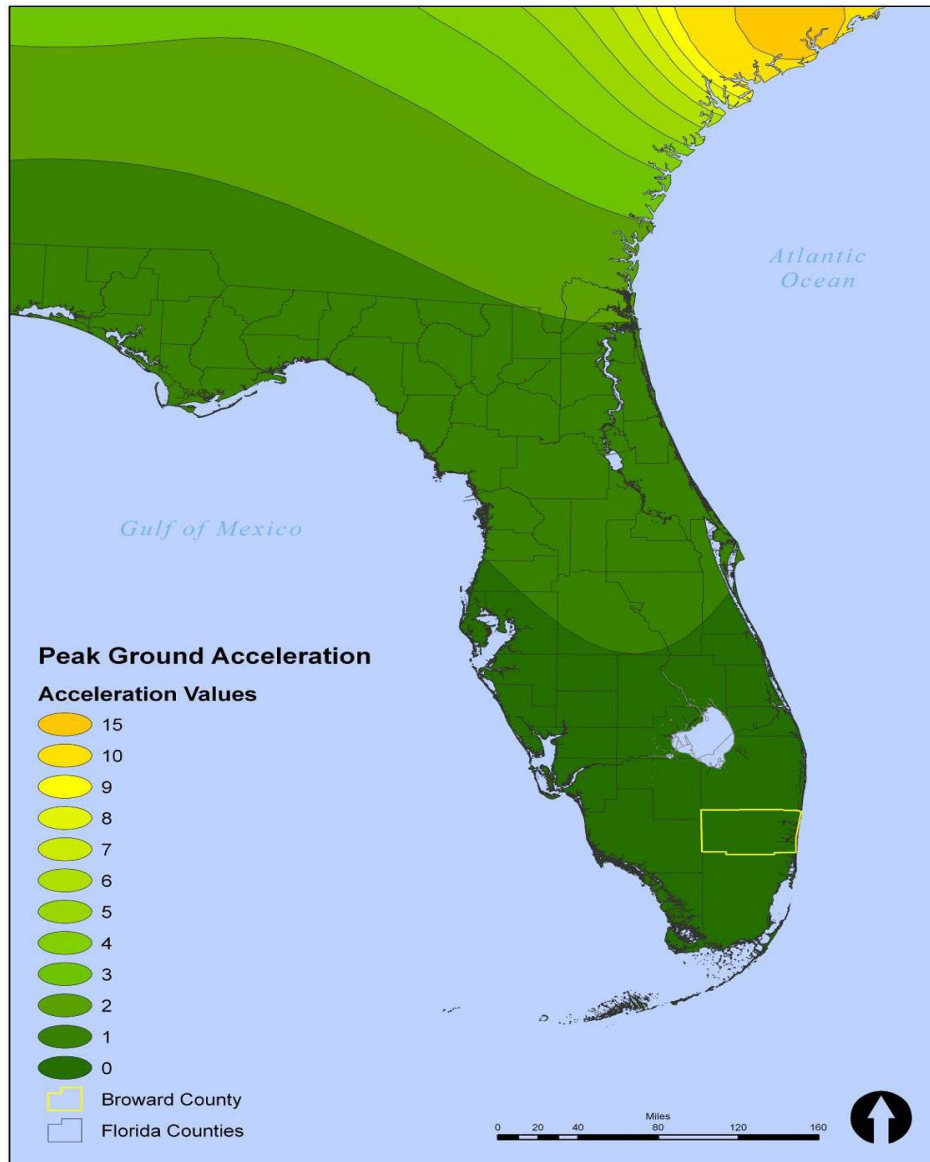
Table 4.6: Most Significant Hazards of Concern for Broward County

Natural Hazards	Human Caused Hazards
Atmospheric ☒ Extreme Heat ☐ Freeze ☐ Lightning ☒ Severe Thunderstorm ☒ Tornado ☒ Tropical Cyclone (Storms and Hurricanes) ☐ Winter Storm Hydrologic ☒ Coastal Erosion ☒ Drought ☒ Flood ☐ Rip Current ☒ Sea Level Rise/Climate Change Geologic ☐ Earthquake ☐ Expansive Soils ☐ Sinkhole / Land Subsidence ☐ Tsunami ☐ Volcano Other ☒ Wildfire	Biological ☐ Agricultural Disease ☒ Pandemic/Infectious Disease Societal ☐ Civil Disturbance ☒ Mass Migration ☒ Terrorism ☒ Active Shooter Technological ☒ Cyber ☐ Dam / Levee Failure ☒ Hazardous Material Incident ☐ Nuclear Power Plant Accident ☐ Structural Fire

Table 4.7: Hazards Excluded from Further Analysis

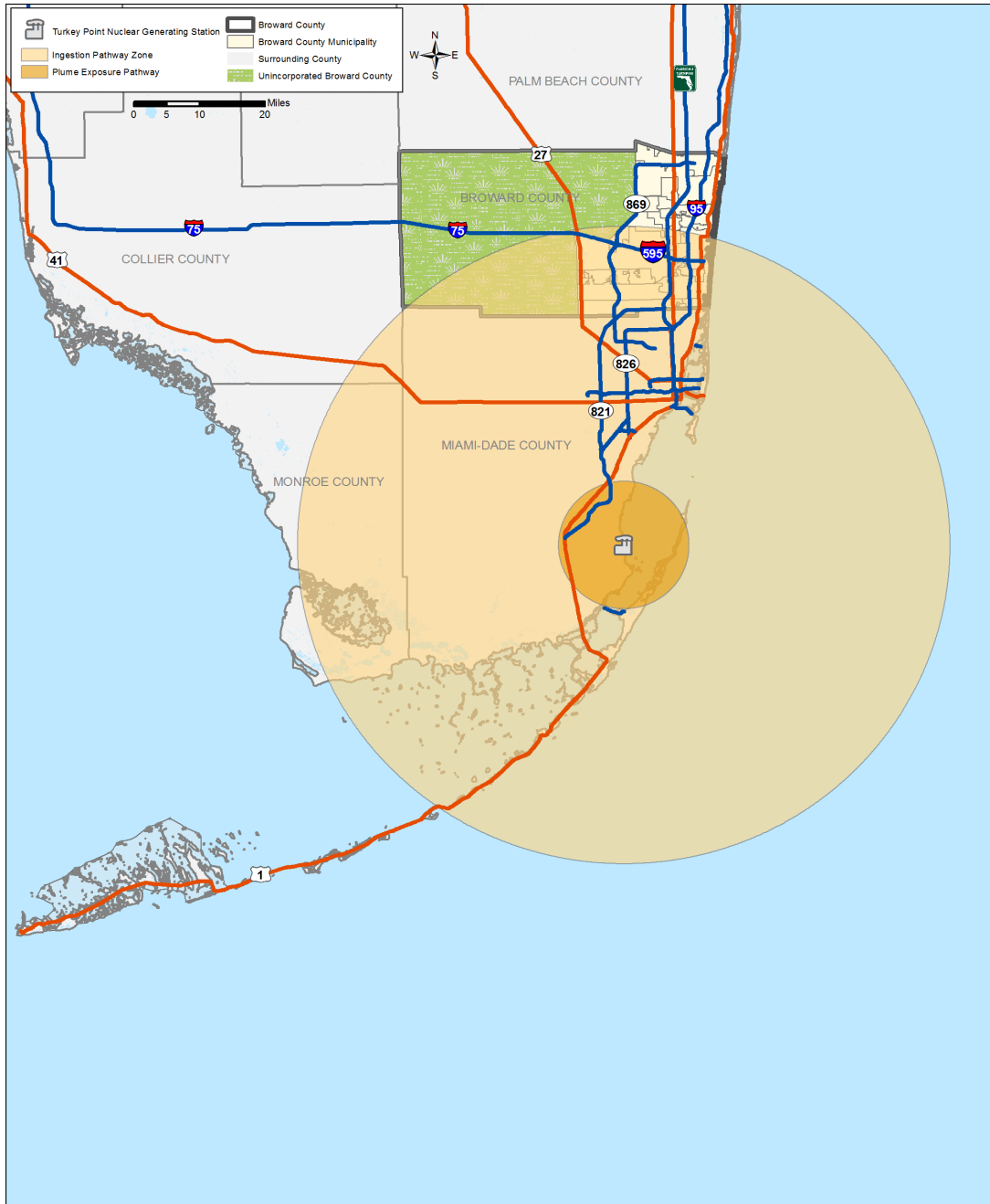
Hazard	Reasons for Exclusion
Freeze	Deep freezes do occasionally occur in South Florida; however, these events cause minimal impact outside of agricultural losses and related economic industries (including commercial nurseries). Due to widespread urban development and minimal agricultural land uses in Broward County, historical crop damages due to freezes are minimal in comparison to other areas in Florida.
Winter Storm	South Florida is not at risk to winter storms (including snow, ice, sleet, and blizzard conditions).
Earthquake	Broward County is located well outside of any areas identified by the United States Geological Survey as having seismic risk (see Map 4.5). The peak ground acceleration (PGA) with a 10% probability of exceedance in 50 years for Broward County is 0% gravity (g) (lowest potential for seismic ground shaking events). FEMA recommends that earthquakes only be further evaluated for mitigation purposes in areas with a PGA of 3% g or more.
Expansive Soils/Land Subsidence	South Florida is not at risk to expansive soils. Based on its soil type, there is no potential for ground swelling and associated property damages in Broward County.
Tsunami	Extremely rare, small events are possible along the eastern shoreline of Broward County but the impact would likely be minimal. Further, the vulnerability of coastal assets to tsunami inundation is lessened through ongoing hurricane storm surge mitigation practices.
Volcano	Volcanoes are not located anywhere near Broward County.
Agricultural Disease	Due to widespread urban development and minimal agricultural land uses in Broward County, agricultural disease is not a significant hazard of concern for Broward County. Although some residents do have citrus trees on their property that are susceptible to citrus canker, the Florida Department of Agriculture has an aggressive program in place for the cutting down and removal of infected trees.
Civil Disturbance	There have been no recorded instances of large, unlawful civil disturbances in Broward County that have exceeded the ability of existing law enforcement resources and partnering agencies to suppress and control. Aside from existing operations planning and ongoing security preparedness efforts, there is little that may be done in terms of hazard mitigation.
Dam / Levee Failure	According to the U.S. Army Corps of Engineers and the FEMA National Dam Safety Program, there are no identified dams or levees which pose a high or intermediate hazard to Broward County. The Broward County portion of the East Coast Protective Levee was accredited in September 2013. Although not included as a significant hazard of concern, future analysis should be done on the impact of dam / levee failure.
Nuclear Power Plant Accident	Broward County is located outside of the Plume Exposure Pathway (10 mile radius) of the Turkey Point Nuclear Power Generating Station (located in Miami-Dade County) in which shelter and/or evacuation would likely be the principal immediate protective actions against accidental releases of radiological plumes (see Map 4.6). Portions of Broward County are located in the Ingestion Pathway Zone (50 mile radius) but in the event of an accident, impacts are likely to be limited to serving as a host to evacuees from Miami-Dade County.
Structural Fire	The structural fire hazard is more appropriately and adequately addressed through statewide and local fire safety standards and codes, in addition to the continuous planning, training, and routine operation of local firefighting services.
*** Lightning	Lightning is a weather hazard of importance and extensive cautionary messaging is produced from the National Weather Services and local television venues during storms and rain events. Although not included as significant hazard of concern, more in-depth analysis was done on lightning in hazards assessment.
*** Rip Currents	Rip currents are a risk of importance and cautionary messaging is produced from the National Weather Services and local television venues. Although not included as significant hazard of concern, more in-depth analysis was done on rip currents in hazards assessment.

Map 4.4: Peak Ground Acceleration for Earthquake Risk



Source: 2017 Broward County ELMS, verified 2022

Map 4.5: Turkey Point Nuclear Power Plant Emergency Planning Zones



Source: 2017 Broward County GIS, Florida Department of Emergency Management, verified 2022.

Natural Hazards and Human Caused Hazards

Natural hazards have the potential to threaten lives and cause costly damages to the built environment. Natural hazards are the largest single contributor to catastrophic or repetitive damage to communities in Broward County. This section includes the natural hazards that pose the greatest risk in Broward County. Natural hazards are categorized as atmospheric, hydrologic, geologic, and other (i.e., wildfire). Hazards are listed alphabetically by category. An addition to the enhanced LMS plan is the inclusion of sea level rise/climate change as a natural hazard. While this warrants its own subsection under "Hydrologic Hazards", it has far ranged impacts that are discussed in the "Probability of Future Events" sections of other hazards that will be impacted such as drought, hurricane wind, flood, and wildfire. Broward County's list of projects to mitigate hazards may be found in Appendix C. In the project list, tropical cyclones (hurricanes and tropical storms), thunderstorms, and tornadoes are all listed as "Wind" events.

Human caused hazards also have the potential to threaten life, health and safety for the residents and businesses of Broward County. These include biological, societal, and technological hazards. A listing of these hazards and the potential impact to Broward County is described in this section.

Hazards Locations

Broward County has experienced multiple natural hazards among its 31 municipalities and unincorporated areas. These hazards primarily include tropical cyclones and tornadoes and, more recently, extreme heat.

While a tropical cyclone is expected and thus provides the opportunity for advance preparedness and, if necessary, evacuation planning and execution, another natural hazard, tornado, does not. In September 2022, a tornado that was spawned by Hurricane Ian when it made landfall in the Fort Myers area on the West Coast, struck the suburb of Pembroke Pines and caused minor to moderate damage to businesses and the general aviation North Perry airport.

In recent years, the increased severity of extreme heat has impacted the urban areas of Broward County, specifically Fort Lauderdale.

Atmospheric Hazards

For the purposes of this vulnerability assessment atmospheric hazards are events or incidents that are associated with weather generated phenomenon. Atmospheric hazards included in this section are extreme heat, lightning, severe thunderstorm (hail and wind), tornado, and tropical cyclone.

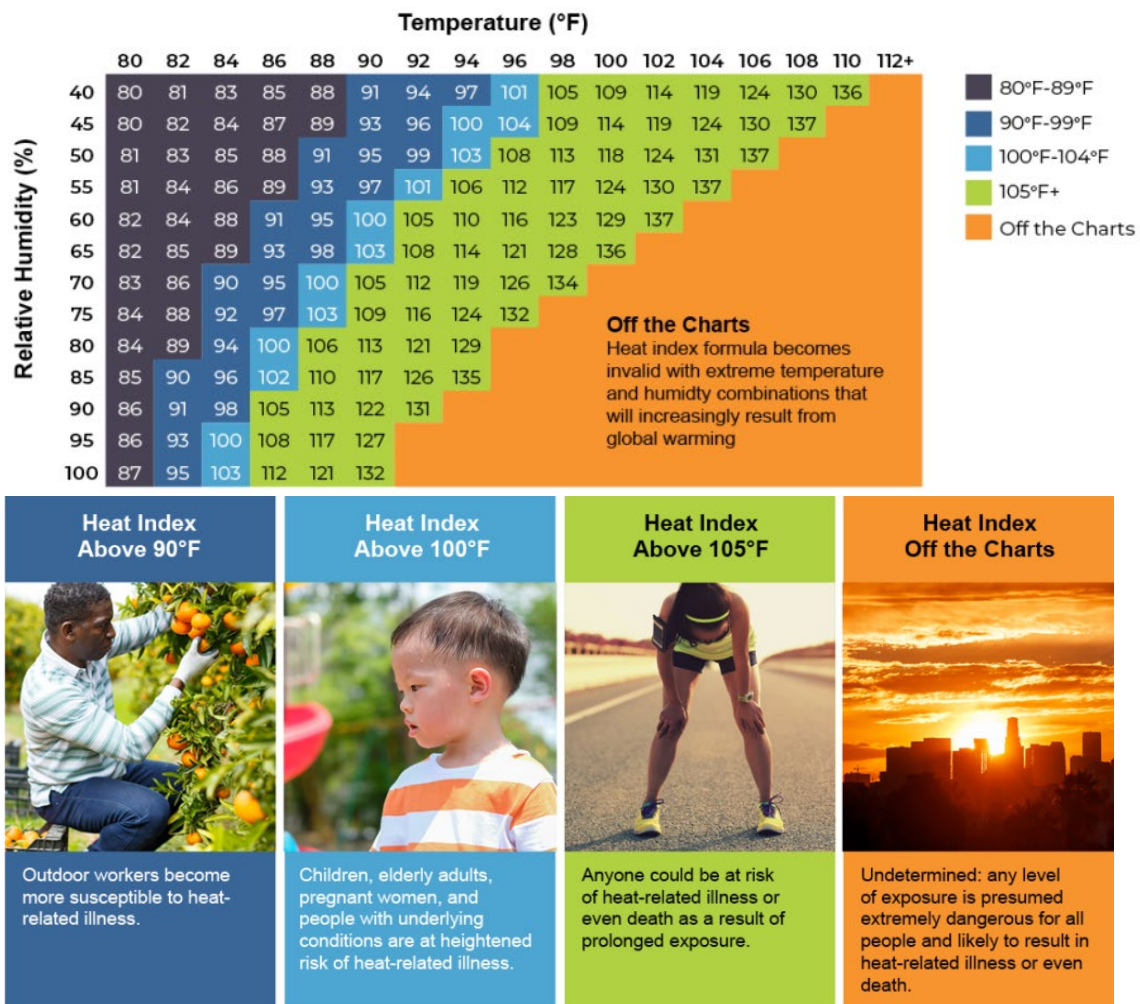
Extreme Heat

Background

Since the 2017 ELMS update, Broward County has experienced increased vulnerability of this hazard. Expanded development in terms of residential and commercial construction is a

contributing factor, with the greatest concentration of Extreme Heat in the eastern section of the county (see *Location and Spatial Extent, Vulnerability Assessment*). Each year, heat is the leading cause of weather-related deaths in the United States (NOAA, 2022). Extreme heat is generally referred to as temperatures that are approximately 10 degrees or more above the average high temperature and is also defined by FEMA as high temperatures elevated above 90°F combined with high humidity lasting for a period of at least 24 to 72 hours. These conditions can limit the body's ability to regulate its temperature and can result in heat related illnesses such as heat rash, heat cramps, heat exhaustion and heat stroke. Young children, the elderly, and persons with preexisting conditions are most at risk along with outdoor workers, and persons with limited mobility or finances (See Figure X1 on heat index and health impacts below). Extreme heat can also impact our natural and built environment, threatening critical assets such as our railway systems and the power grid. As the earth warms and the climate changes in response to heightened atmospheric concentrations of greenhouse gases (GHG's), elevated temperatures, changing wind and heat circulation patterns, and increases in moisture and humidity all contribute to shifts in extreme heat observed. (The Centers for Disease Control and Prevention, and The American Public Health Association, "EXTREME HEAT CAN IMPACT OUR HEALTH IN MANY WAYS".)

Figure 4.4: Heat Index & Health Impacts at a Glance



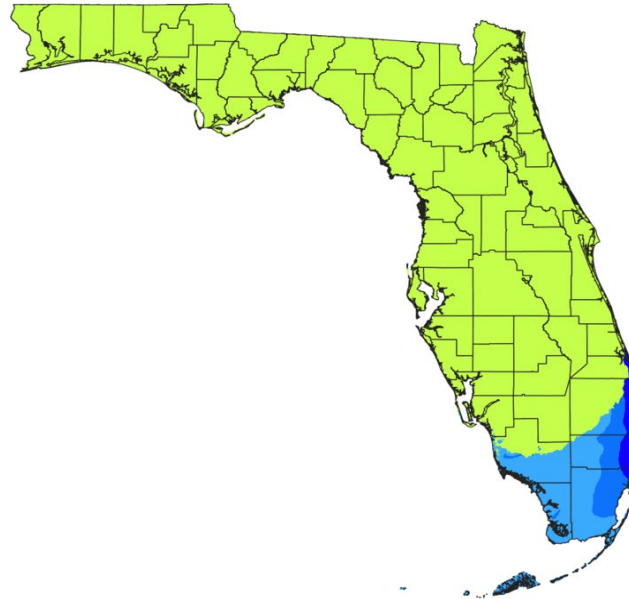
Sources: Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days. Union of Concerned Scientists (2019), and the Southeast Florida Regional Compact (2022)

The heat index is an accurate measure of how hot it really feels when relative humidity is combined with the air temperature and has important considerations for the human body's comfort (NWS, 2022). In very humid conditions, when the air temperature exceeds 90°F, the heat index can approach or reach 'off the charts levels' (when it feels hotter than approximately 135°F), which is presumed extremely dangerous for all people and likely to result in heat-related illness or even death.

Location and Spatial Extent

Broward County (1224.70 mi²) has a developed area bound by the Atlantic Ocean to the east and the Everglades to the west, where its conservation area is located. Broward County ($\approx 26.1525^{\circ}$ N, 80.4869° W) is located within the subtropical climate zone and experiences all four Köppen climate types found in Florida with most of the developed area identified as rainforest or monsoon types (AF or AM respectively), while the conservation area has mainly a savanna climate with a small northwestern area having a humid subtropical climate type (Aw and Cfa respectively; See Figure X2 and Table X1). Because of its climate, the entire County has been historically vulnerable to extreme heat events. Broward has an extensive network of waterbodies (see Figure X3) which can generate a localized cooling effect during extreme heat events due to water's high specific heat capacity which enables it to heat up and cool down much slower than land. When a waterbody is cooler than the adjacent land, several heat transfer mechanisms can facilitate a cooling effect on the land such as a surface-air temperature gradient over a waterbody generating a pull on the heat energy above the adjacent land. However, as waterbodies heat up in response to a warmer climate and more extended periods of extreme heat, waterbodies can drive increases in relative humidity via evaporation from its surface, which can increase the heat index or how hot it feels. Because of Broward County's subtropical latitude, the area is exposed to easterly trade winds that move west. While these winds can diminish the impacts of extreme heat, they can also drive warmer oceanic surface water west towards Broward's east coast. Broward's low-lying topography has few natural sources of shade: cloud cover and tree canopy cover (generally denser in western communities). Broward County is exposed to the urban heat island (UHI) effect where urbanized areas with more dense buildings, roads, infrastructure, and other impervious surfaces experience higher temperatures than outlying areas with more natural landscapes. This is largely due to the lower solar reflectance of impervious materials than that of vegetation. Generally, Broward County is more built up in the east, where UHIs can exacerbate extreme heat.

Figure 4.5: Köppen Climate Types of Florida



Köppen Climate Type

■ Af (Rainforest)	■ Aw (Savanna)
■ Am (Monsoon)	■ Cfa (Humid subtropical)

Source: 1991-2020 climate normal from PRISM Climate Group, Oregon State University, <https://prism.oregonstate.edu.edu>;
Outline map from US Census Bureau

Table 4.8: Classification of major climatic types according to the modified Köppen-Geiger scheme

Classification of major climatic types according to the modified Köppen-Geiger scheme			
Letter Symbol			Criterion
1 st	2 nd	3 rd	
A			temperature of coolest month 64.4 °F (18 °C) or higher
	f		precipitation in driest month at least 2.36" (60 mm)

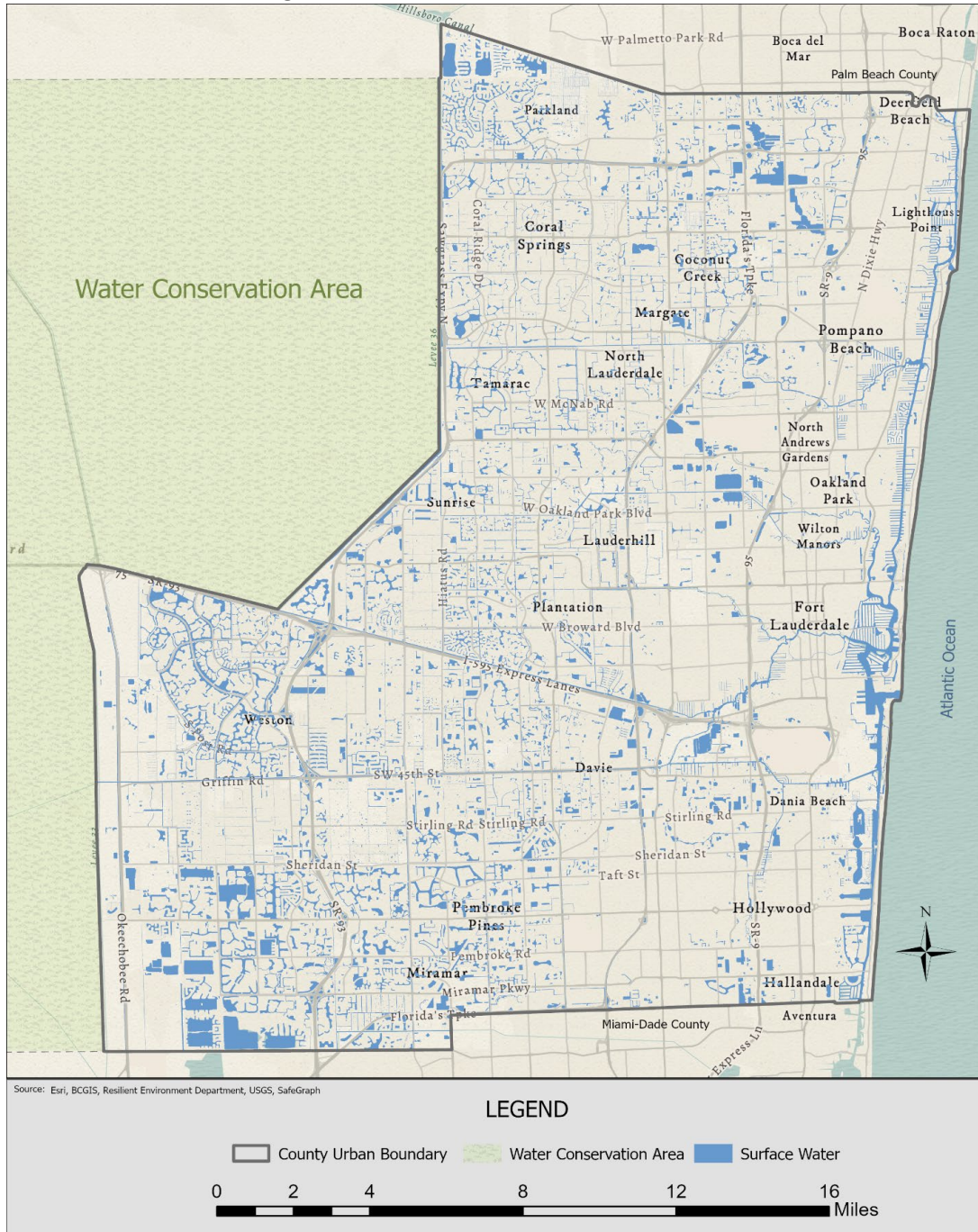
	m		precipitation in driest month $< 2.36''$ (60mm) but $\geq 100 - (r/25)^*$
	w		precipitation in driest month $< 2.36''$ (60mm) and $< 100 - (r/25)$
B2			70% or more of annual precipitation falls in the summer 1/2 of the year and r less than $20t + 280$, or 70% or more of annual precipitation falls in the winter 1/2 of the year & r less than $20t$, or neither 1/2 of the year has 70% or more of annual precipitation and $r < 20t + 140$ 3
	W		r is $< 1/2$ of the upper limit for classification as a B type (see above)
	S		r is $< 1/2$ of the upper limit for classification as a B type but is $> 1/2$ of that amount
		h	$t \geq 64.4^\circ\text{F}$ (18°C)
		k	$t < 64.4^\circ\text{F}$ (18°C)
C			temperature of the warmest month $\geq 50^\circ\text{F}$ (10°C), & temperature of coldest month $< 64.4^\circ\text{F}$ (18°C) but $> 26.6^\circ\text{F}$ (-3°C)
	s		precipitation in the driest month of the winter 1/2 of the year $< 1.2''$ (30 mm) & $< 1/3$ of the amount in the wettest month of the winter half
	w		precipitation in the driest month of the winter 1/2 of the year $< 1/10$ of the amount in the wettest month of the summer half
	f		precipitation more evenly distributed throughout year; criteria for neither s nor w satisfied
		a	temperature of warmest month $\geq 71.6^\circ\text{F}$ (22°C)
		b	temperature of each of four warmest months 50°F (10°C) or above but warmest month $< 71.6^\circ\text{F}$ (22°C)
		c	temperature of one to three months 50°F (10°C) or above but warmest month $< 71.6^\circ\text{F}$ (22°C)
D			temperature of warmest month $\geq 10^\circ\text{C}$, & temperature of coldest month = 26.6°F (-3°C)
	s		same as for type C
	w		same as for type C

	f		same as for type C
		a	same as for type C
		b	same as for type C
		c	same as for type C
		d	temperature of coldest month < -36.4°F (-38°C), D designation then used instead of a, b, or C)
E			temperature of warmest month < 50°F (10°C)
		T	temperature of warmest month > 32°F (0°C) but < 50°F (10°C)
		F	temperature of warmest month 32°F (0°C) or below
H4			temperature & precipitation characteristics highly dependent on traits of adjacent zones & overall elevation – highland climates may occur at any latitude

Source: <https://www.britannica.com/science/Koppen-climate-classification>

*In the formulas above, r is average annual precipitation total (mm), and t is average annual temperature °F (°C). All other temperatures are monthly means °F (°C), and all other precipitation amounts are mean monthly totals (mm).²Any climate that satisfies the criteria for designation as a B type is classified as such, irrespective of its other characteristics.³The summer half of the year is defined as the months April–September for the Northern Hemisphere and October–March for the Southern Hemisphere.⁴Most modern climate schemes consider the role of altitude. The highland zone has been taken from G.T. Trewartha, *An Introduction to Climate*, 4th ed. (1968).*

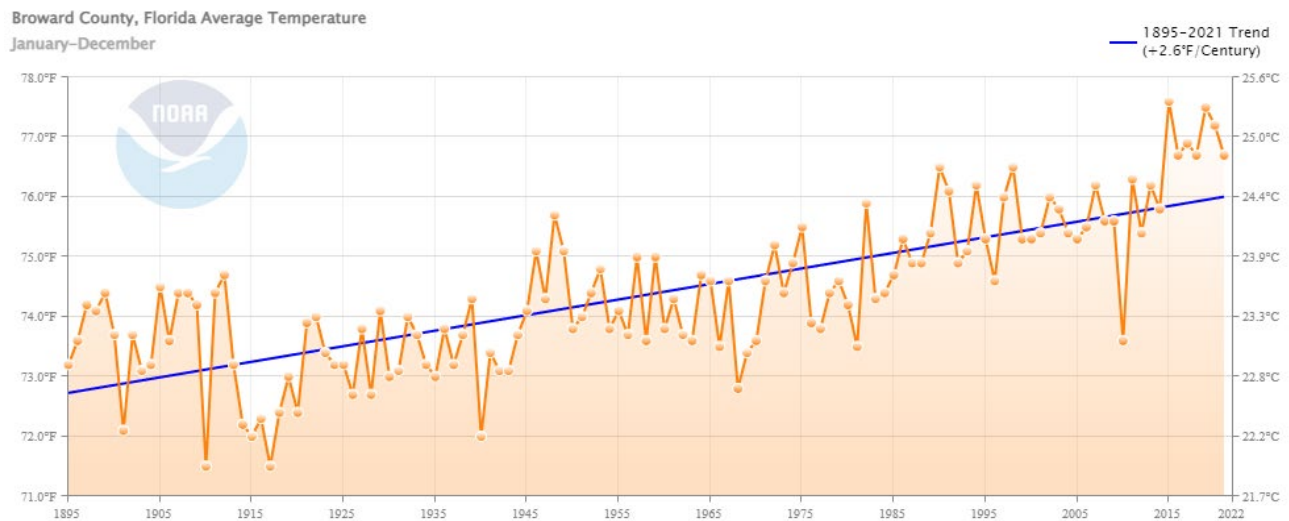
Figure 4.6: Waterbodies & Surface Water Features



Observed Temperature

Global and local temperatures fluctuate in response to seasonal changes, astrological and geological events, and recurring oceanic and atmospheric phenomena such as El Niño and La Niña. Over the past century, the average temperature, minimum temperature, and maximum temperature in Broward County have all increased. Minimum temperature has demonstrated the most accelerated increase at a rate of +3.1°F/ century, followed by average temperature (+2.6°F/ century), and maximum temperature (+2.1°F/ century) which increased at the slowest rate (NOAA, 2022; See Figures X4-X7). An analysis of ambient temperature in Broward County's developed area between 1980-2021 revealed that the average mean temperature was 76.51°F, the average minimum temperature was 68.92°F, and the average maximum temperature was 84.07 °F, with annual average mean, and minimum for the past 6 years (2015-2021), above the mean line for the timeseries (See **Figure 4.7**).

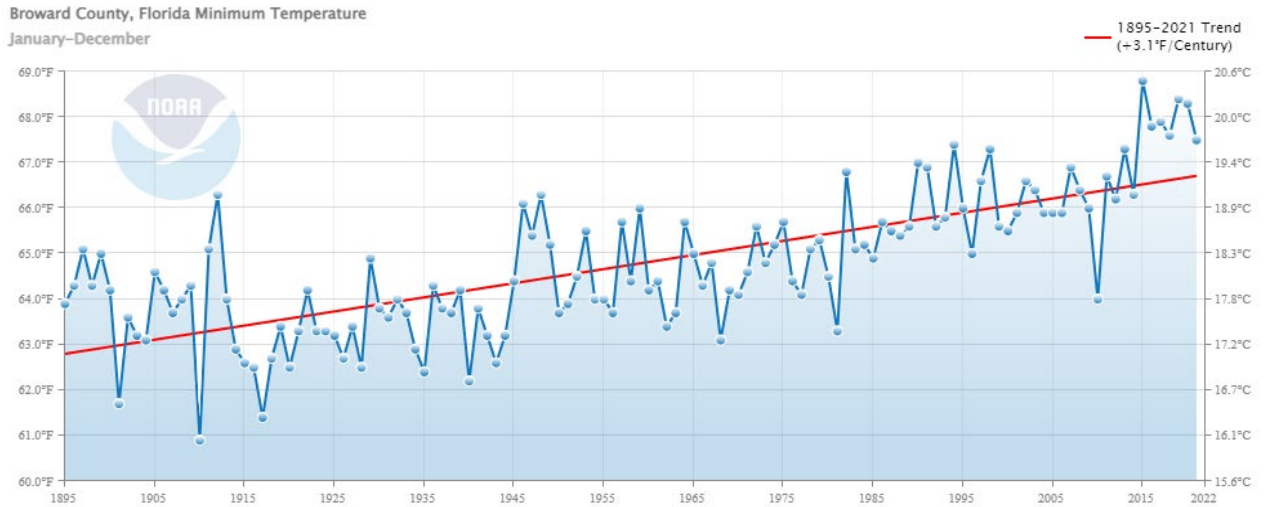
Figure 4.7: Annual Average Temperature in Broward County from 1895 to 2022



NOAA National Centers for Environmental information, *Climate at a Glance: County Time Series, Average Temperature*, published August 2022, retrieved on September 7, 2022, from <https://www.ncdc.noaa.gov/cag/>

The graph above shows an increase of 3.5 degrees since 1895 at a rate of +2.6°F per century. While temperature variability appears to be greater than the change in average temperature, the upward trend (shown by the blue line) indicates increasing temperatures over time.

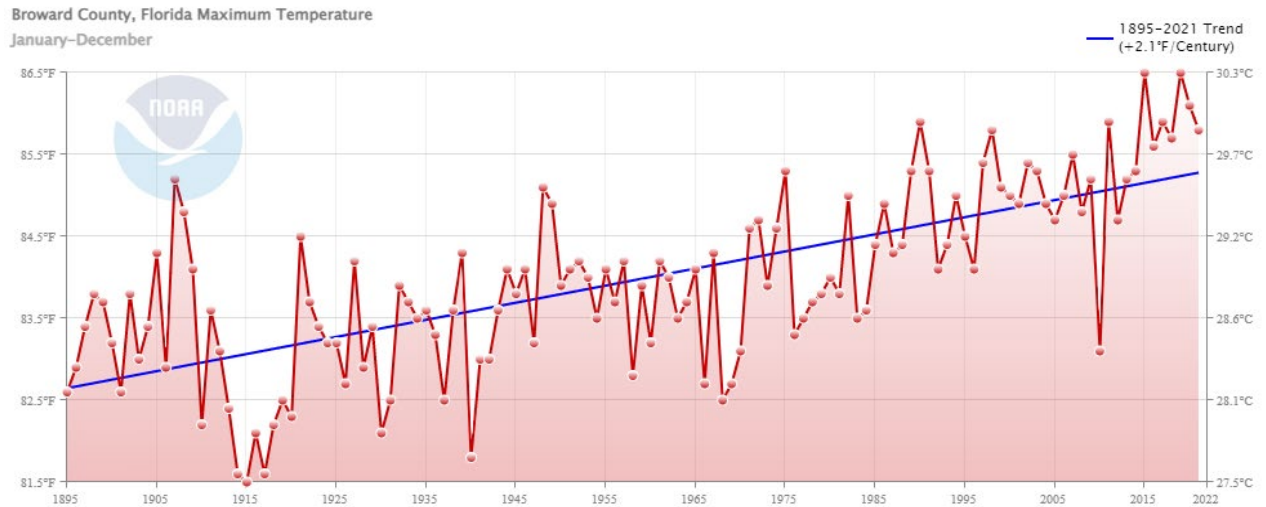
Figure 4.8: Annual Minimum Temperature in Broward County from 1895 to 2022



NOAA National Centers for Environmental information, *Climate at a Glance: County Time Series, Minimum Temperature*, published August 2022, retrieved on September 7, 2022, from <https://www.ncdc.noaa.gov/cag/>

The graph above shows an increase of 3.6 degrees since 1895 at a rate of +3.1°F per century. While temperature variability appears to be greater than the change in temperature, the upward trend (shown by the red line) indicates increase in minimum temperatures over time.

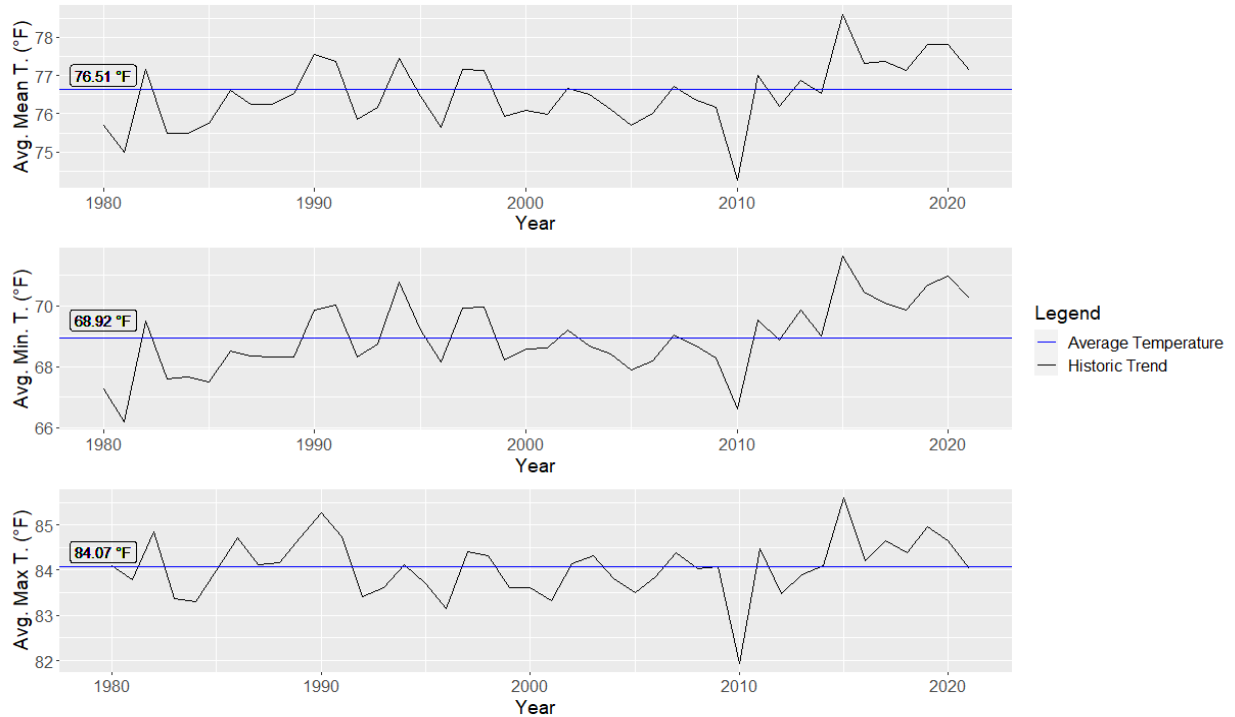
Figure 4.9: Maximum Temperature in Broward County from 1895 to 2022



NOAA National Centers for Environmental information, *Climate at a Glance: County Time Series, Maximum Temperature*, published August 2022, retrieved on September 7, 2022, from <https://www.ncdc.noaa.gov/cag/>

The graph above shows an increase of 3.2 degrees since 1895 at a rate of +2.1°F per century. While temperature variability appears to be greater than the change in temperature, the upward trend (shown by the blue line) indicates increase in maximum temperatures over time.

Figure 4.10: Broward County Urban Temperature from 1980 to 2021



Source: PRISM and Broward County Resilient Environment Department

The graph above shows the 42-year (1980 – 2021) air temperature trend for Broward County. Where Avg. Mean T., Avg. Min. T. and Avg. Max T. stand for Average Mean, Average Minimum and Average Maximum Temperature, respectively for the entire time period. The labeled values represent the average temperature (blue line) for each of the three variables. The timeseries indicates that in case of Avg. Mean T. and Avg. Min. T., the temperatures during last 5-6 years are higher than the long-term average, indicating an increasing trend.

Broward County's Water Conservation Area experiences cooler temperatures than the urban area, and between 1980 and 2021 the entire County including the conservation area had an average ambient temperature of 76.05 °F, which is roughly 0.5 degrees cooler than the mean temperature of the County's urban area (76.51°F).

Land surface temperature maps of the entire County between 1987 and 2022 also demonstrated the urban heat island effect at work with the conservation area maintaining lower surface temperatures than the developed area (See Figures X8 and X9). Generally, densely developed areas with more infrastructure (e.g., large highways, rail, bridges etc.) and a high impervious surface area absorb more heat energy than areas with more natural landscapes. Also, within the County's urban area, temperatures are generally cooler in the west and warmer towards the east, though within the east, waterfront communities along the intracoastal are generally cooler than other areas.

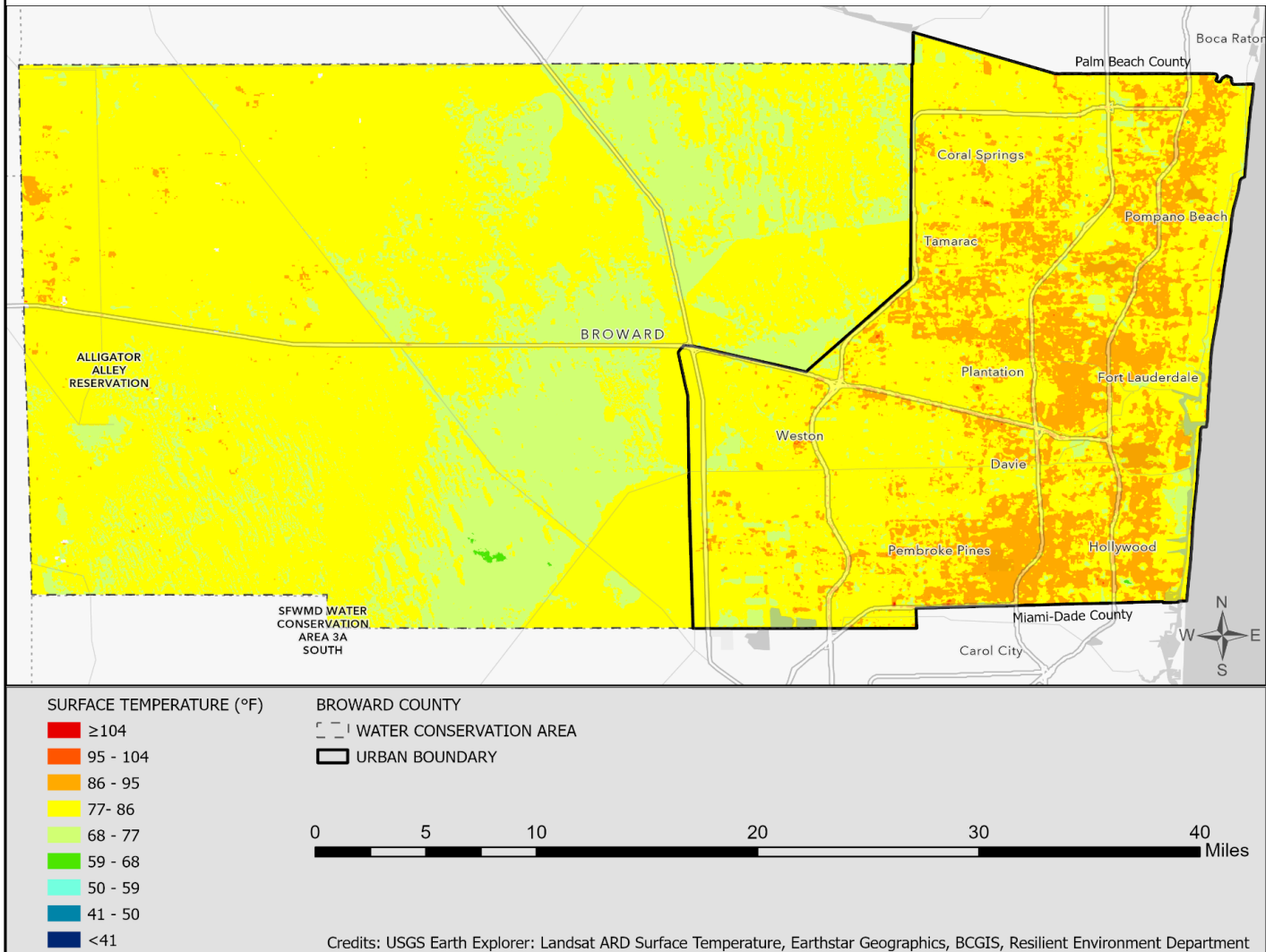
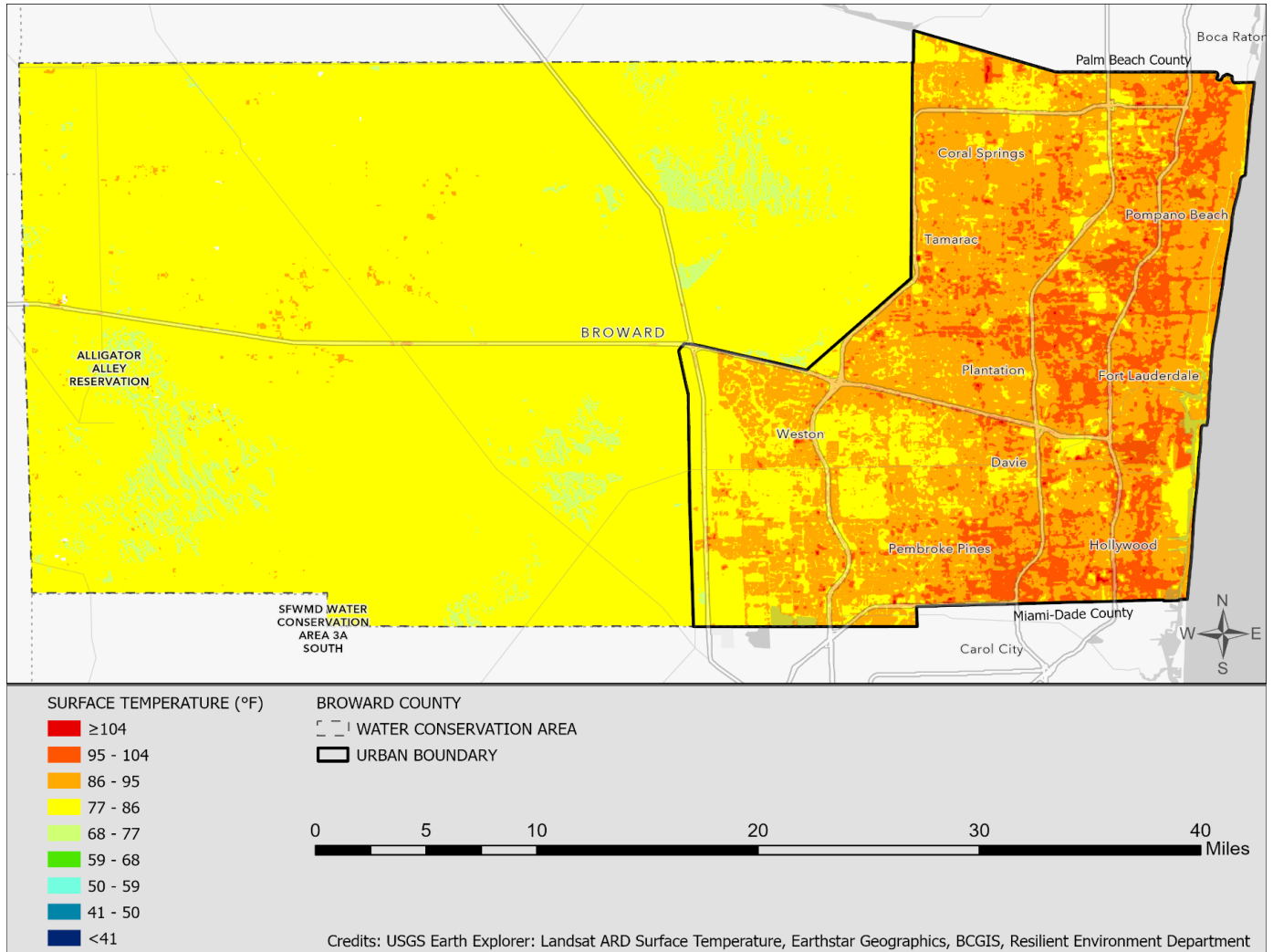


Figure 4.11: Land Surface Temperature January 2020

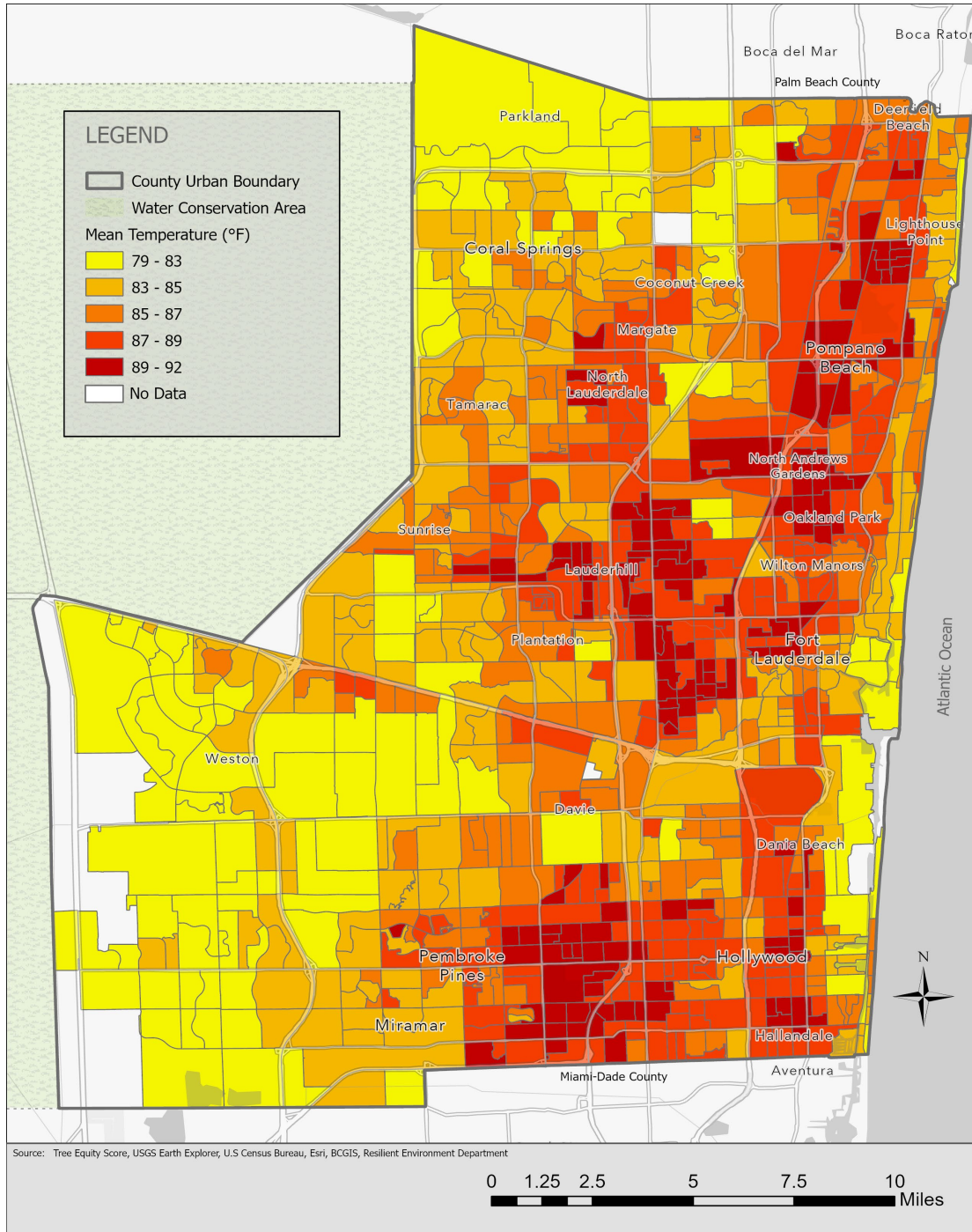
Above is a land surface temperature map of Broward County on January 19, 2020, that shows 45% of the developed area reaching a surface temperature of between 86 – 95°F with the highest temperatures generally following eastern highways (I-95, Dixie Hwy/ FEC right-of-way, I-595) and extending into the surrounding areas. Relatively lower temperatures in the conservation area were also observed.

Figure 4.12: Land Surface Temperature October 2016



Above is a land surface temperature map of Broward County on October 22, 2016. Despite the seasonal differences, the footprint of the hottest areas is like that of the previous surface temperature map for January 19, 2020.

Figure 4.13: Average Temperature by Census Block Groups



Historical Occurrences

According to the CDC's National Environmental Tracing Network ([Link](#)), from 2017 through 2020 there were a total of 125 heat related illness fatalities in Florida with 41 deaths occurring in 2020, 27 deaths in 2019, 15 deaths in 2018, and 42 deaths in 2017. In the City of Fort Lauderdale, the record high for the maximum daily temperature was broken once in 2021, and 10 times in 2020. The record high for the minimum daily temperature was surpassed 19 times in 2021, and 44 times in 2020. In contrast, the record low for the minimum daily temperature was not exceeded in 2020 nor in 2021 (NOAA, 2022: [Link](#)).

**Table 4.8: Daily Climatological Records in Fort Lauderdale between 2017 – 2021
where Maximum Temperature is $\geq 95^{\circ}\text{F}$**

Date	Description
July 2020	On July 9, 2020, the maximum temperature in Fort. Lauderdale reached a high of 96°F
September 2019	On September 6, 2019, the temperature in Fort. Lauderdale reached a high of 95°F

Source: Daily Climatological Records for Fort Lauderdale
https://www.weather.gov/media/mfl/climate/Daily_Records_Fort_Lauderdale.pdf

Probability and Extent of Future Events

By 2050 the number of days that the heat index exceeds 90 °F is projected to increase to 184 days (32 days higher than the historical numbers), and at least 1 day of off the charts heat index is predicted. By 2070, these number are even more alarming (See **Table 4.10**). By late century, if global warming is limited to 2°C, modeling indicates there will still be significant increases in the number of days the heat index is above 90°F, 100°F, and 105°F, however there will not be any days that the heat index is off the charts (See **Table 4.10**). The probability of this hazard occurring is highly likely.

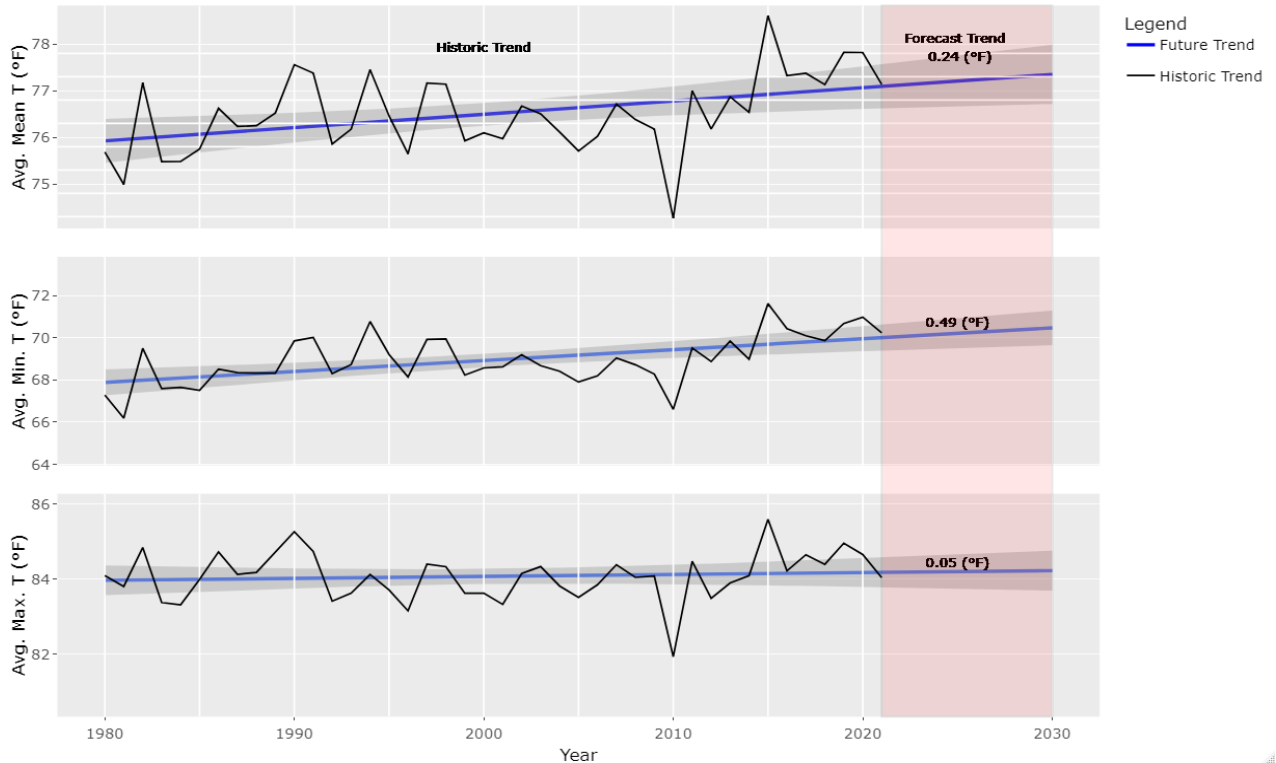
Table 4.9: Historical and Projected Heat Index

BROWARD COUNTY				
Heat Index above	Historical (1971-2000)	By midcentury (2036-2065)	By late century (2070-2099)	By late century, if we limit warming to 2°C (2070-2099)
90°F -----	152 days	184 days	198 days	180 days
100°F -----	34 days	128 days	162 days	109 days
105°F -----	5 days	80 days	132 days	52 days
Off the Charts	0 days	1 days	14 days	0 days

Source: Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days

The average mean temperature, average minimum temperature, and the average maximum temperature in Broward County are all forecasted to continue trending upwards, with average minimum temperature showing the most accelerated increase, and average maximum temperature showing the slowest increase (See **Figure 4.15**).

Figure 4.14: Historical and Forecasted Temperature in Broward County



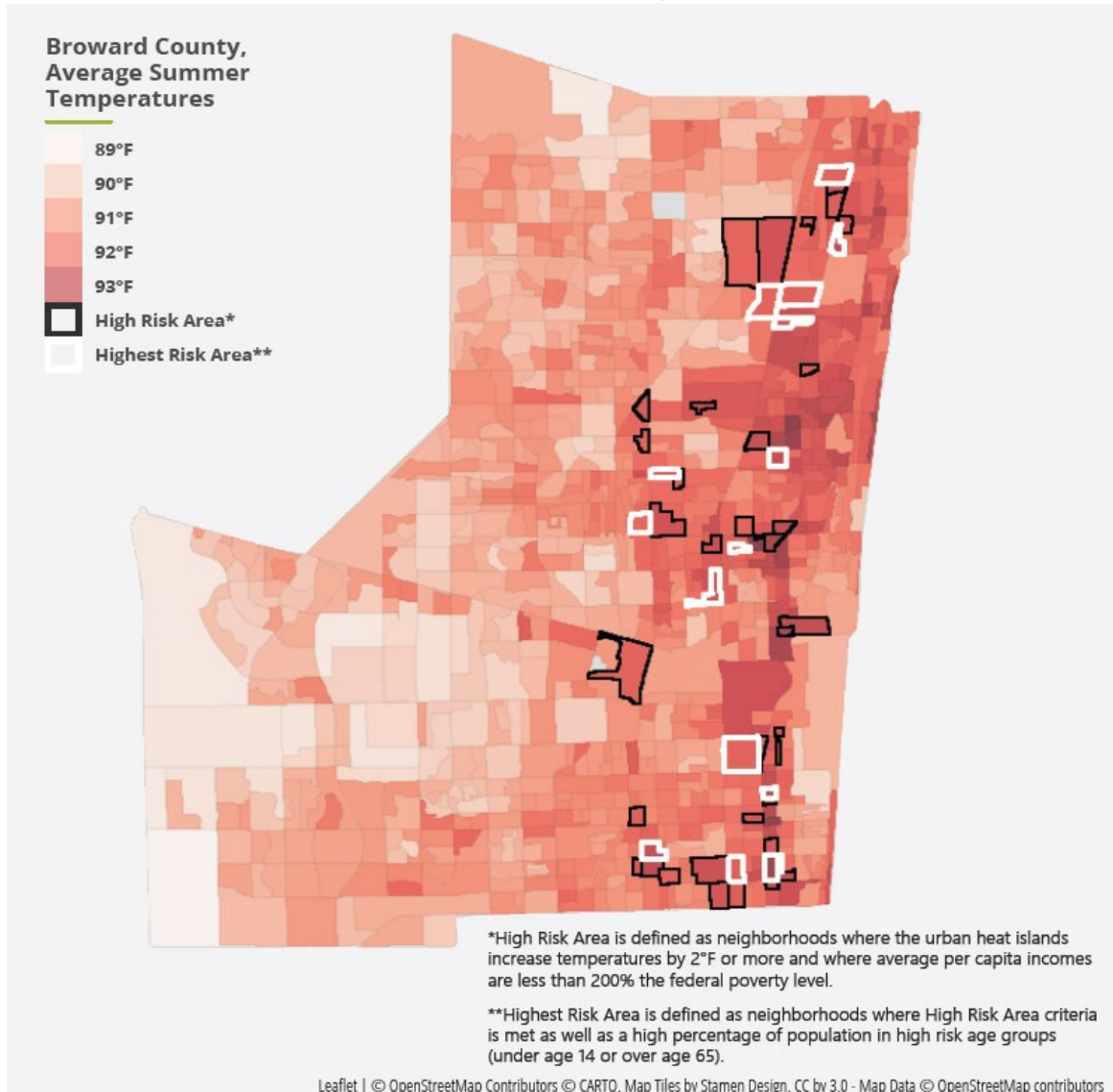
Source: PRISM and Broward County Resilient Environment Department

The graph above shows the forecast for the three air temperature variables analyzed. All these variables show an increase in air temperature in the future. The labeled values represent the rate of change over the next nine years, where Avg. Min. T shows the highest change as shown in the pink shaded region of the graph.

Vulnerability Assessment

The eastern half of Broward County is more exposed to extreme heat, with the highest temperatures generally concentrated in densely populated areas with more infrastructure and greater impervious surface area (e.g., surrounding I-95 and other large highways, rail, bridges etc.). An urban heat island analysis conducted by Earth Economics (2020) revealed that in Broward County, 90,000 people lived in neighborhoods where urban heat islands increase temperatures by 2 °F or more and where average per capita incomes are less than 200% the federal poverty level (See Figure X12 below, area outlined in black). These communities lie in the City of Pompano Beach, Oakland Park, North Lauderdale, Lauderhill, Lauderdale Lakes, Fort Lauderdale, Davie, Hollywood, Dania Beach, West Park, Pembroke Park, and Hallandale Beach. In evaluating areas with a high percentage of population in high-risk age groups (under age 14 or over age 65) in addition to the criteria previously described, it was found that 33,000 persons were at risk (See Figure 4.15 below, area outlined in white). These communities termed 'highest risk area**' in the report lie in the City of Deerfield Beach, Pompano Beach, Oakland Park, Lauderdale Lakes, Lauderhill, Fort Lauderdale, Hollywood, Hallandale Beach.

Figure 4.15: Broward County Average Summer Temperatures & High-Risk Census Block Groups



Source: Earth Economics (2020) Urban Heat Island Analysis of Broward County. See full report [here](#)

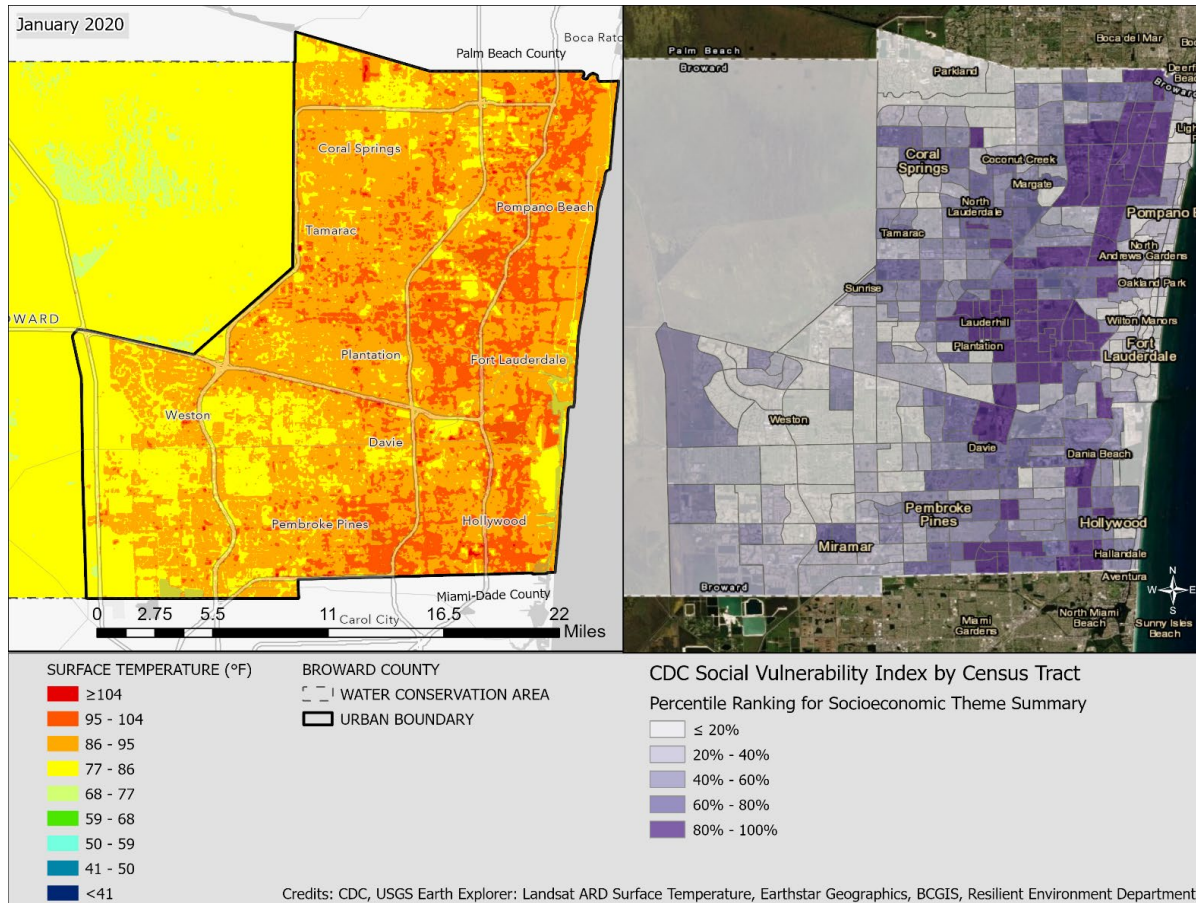
The Centers for Disease Control and Prevention (CDC) released a Social Vulnerability Index (SVI) in 2018 by census tract for the United States, to help public health officials and emergency response planners identify and map the communities that will most likely need support before, during, and after a hazardous event such as a heat wave or extreme heat.

The SVI indicates the relative vulnerability of each tract ranked on 15 social factors which are further grouped into 4 themes: Socioeconomic; Household Composition; Minority Status/Language; and Housing Type/ Transportation.

Socioeconomic Vulnerability

The socioeconomic vulnerability theme includes demographics such as per capita income, persons 25 and older with no high school diploma, persons below poverty, and unemployed persons 16 and older in its social vulnerability ranking tracts. A high percentile ranking for this theme indicates that individuals may lack the flexibility that funds provide for example to relocate to a cooler neighborhood, to opt out of working outdoors, or to purchase, utilize, and maintain air conditioning systems in their homes and vehicles. In comparing the socioeconomic vulnerability maps with the surface temperature maps, great overlap between the most vulnerable populations and communities with relatively higher temperatures was observed. These overlapping areas include parts of Pompano Beach, Oakland Park, Lauderhill and Lauderdale Lakes, Eastern Davie, Dania Beach, Hollywood, Hallandale Beach, West Park, and Eastern Miramar (See **Figure 4.16**).

Figure 4.16: Heat Exposure & Socioeconomic Vulnerability

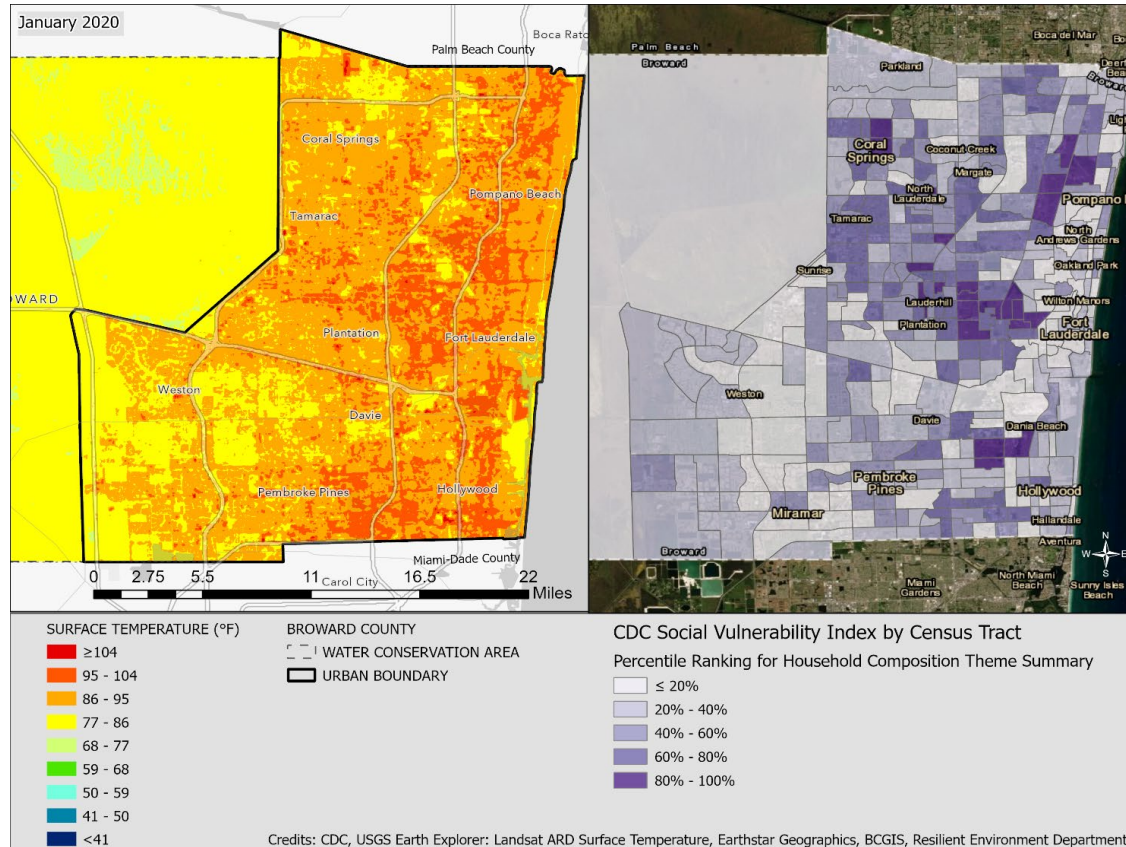


Vulnerability by Household Composition

Under this theme, the CDC has included demographics such as age (persons 18 and younger, and 65 and older), single parent households with children under 18, and noninstitutionalized persons with a disability in its social vulnerability ranking. Census tracts with a high percentile ranking for this theme are likely to show increased sensitivity to extreme heat because of elevated health risks, a reduced capacity to flee to cooler conditions, and a greater dependency on others.

In comparing the social vulnerability maps under this theme with surface temperature maps, it was found that while many of the vulnerable populations were also in communities with relatively higher temperatures, some were not. For portions of Pompano Beach, Central County between Fort Lauderdale and Plantation, and South Broward in parts of Dania Beach & Hollywood, the most vulnerable populations under this theme intersected the hottest communities. While in parts of Coral Springs and Tamarac, the vulnerable population does not overlap communities with relatively higher surface temperatures (See **Figure 4.18**).

Figure 4.17: Heat Exposure & Social Vulnerability by Household Composition

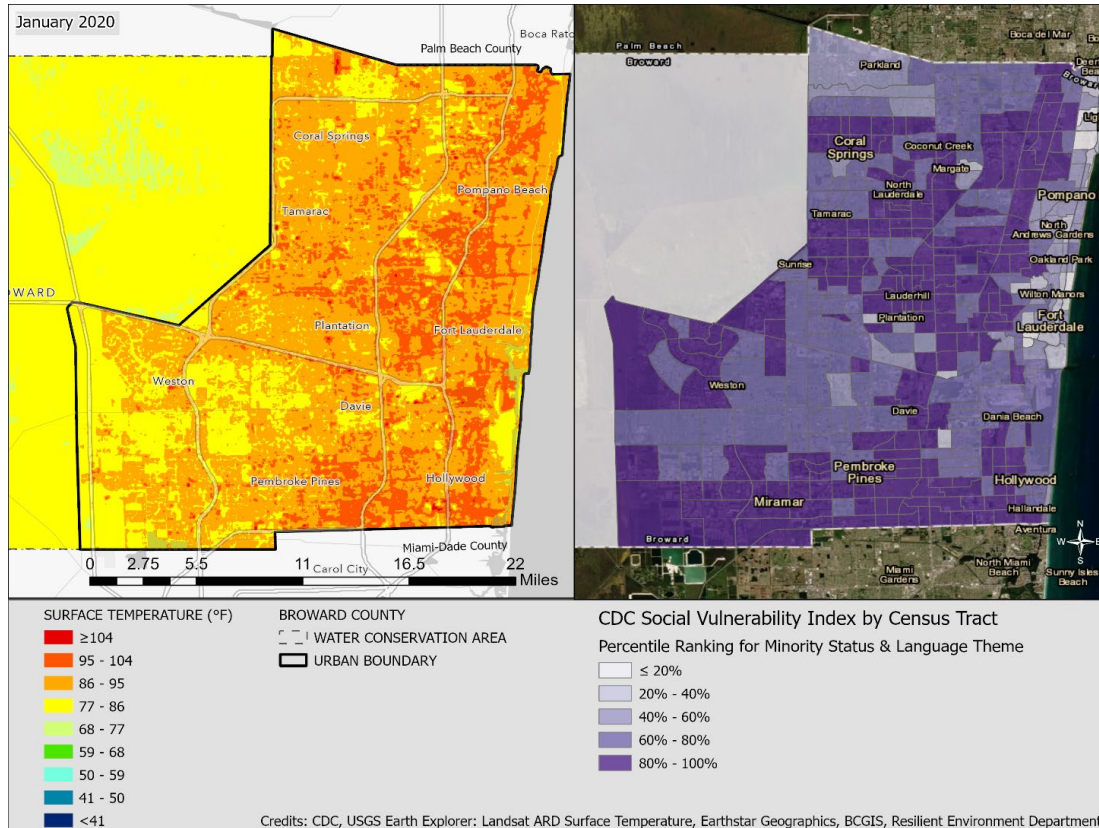


Vulnerability by Minority Status & Language

The CDC has included demographics such as percentage minority (all persons except white, non-Hispanic), and percentage of persons ages 5 and over who speak English less than well in its social vulnerability ranking under the minority status/language theme. Census tracts with a high percentile ranking for this theme may have less access to heat advisories and warnings, and other resources that may allow for a quick response. Also, according to the US Census Bureau (2018), Black/ African Americans and Hispanic/ Latinos make up more than 40% of the outdoor workforce. Outdoor workers are more exposed to extreme weather and are more at risk for heat related illnesses.

In comparing the social vulnerability maps under this theme with surface temperature maps, a weak overlap was observed, particularly in western Broward. The social vulnerability map under this theme is essentially a diversity map, and with large bands in eastern, central, and western Broward falling into the highest percentile ranges due to the County's high diversity. Because of the County's large minority population overall, the minority status and language may not be as useful an indicator for vulnerability to heat as in other parts of the country (See Figure 4.18)

Figure 4.18: Heat Exposure & Social Vulnerability by Minority Status & Language



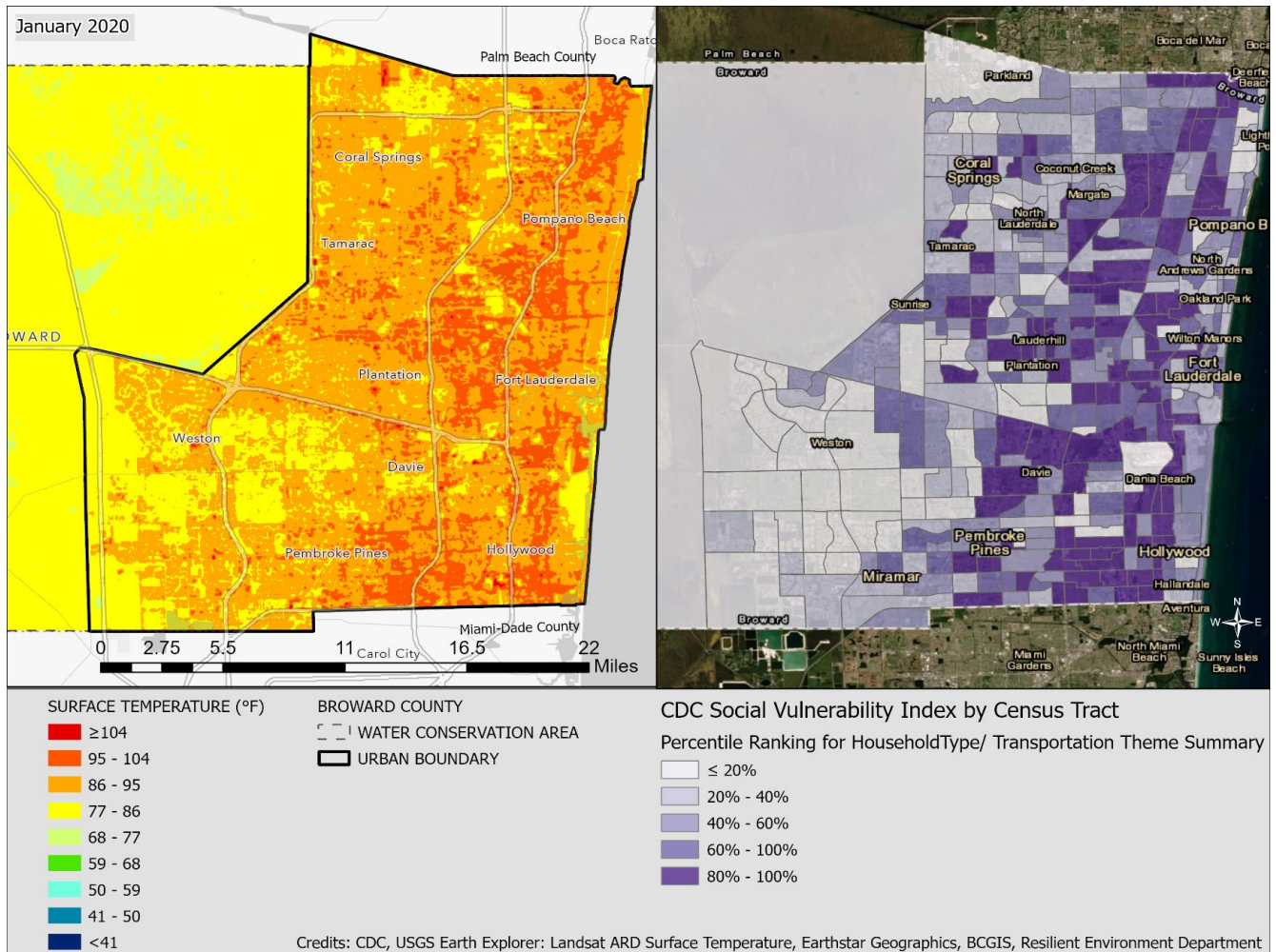
Vulnerability by Household Type/ Transportation

The CDC has included demographics such as households with no vehicle available, households with more people than rooms, percentage housing in structures with 10 or more units, percentage of mobile homes, and percentage of persons in institutionalized group quarters in its social vulnerability ranking under the housing type/transportation theme. Persons in census tracts with a high percentile ranking for this theme are likely to lack the resources needed to facilitate a quick response to elevated temperatures, for example, households with no vehicle available may face challenges in quickly moving to cooler areas during extreme heat events.

The social vulnerability map under this theme identifies several areas in central and eastern Broward as highly vulnerable, while areas west of Pembroke Pines depict lower vulnerability. This could be because there are more transit-oriented corridors in the central and eastern parts of the County which encourage multimodal transportation. In comparing the social vulnerability map with the surface temperature map, it was found that while there are several areas where the most vulnerable populations intersect the hottest communities, such as portions of Pompano Beach, Oakland Park, Fort Lauderdale, Lauderhill, and Lauderdale Lakes, Hollywood, Dania Beach, Hallandale, West Park and Eastern Miramar, and others, there are also examples where the

most vulnerable are not in communities with the relatively higher surface temperatures, such as parts of Deerfield Beach, Coral Springs, Tamarac, Davie, and others (See **Figure 4.18**).

Figure 4.19: Heat Exposure & Social Vulnerability by Household Type/Transportation



Pandemic/Infectious disease

The Covid-19 pandemic that began in 2020 impacted the lives of residents as well as all commercial and governmental operations in Broward County. While, as of this 2022 update, many of the restrictions and precautions that were imposed to contain the spread of the virus have been relaxed or waived, it is recognized that this is a hazard that must be included in the planning and preparedness for the foreseeable future. Broward County Emergency Management Division works closely with the Florida Department of Health in monitoring disease trends and outbreaks and, when necessitated, to take appropriate action to safeguard the Broward County community.

Probability and Extent of Future Events

This hazard is considered likely to occur.

Mass Migration

While this is not a hazard that has the potential to impact Broward County in the same way as a natural hazard or a pandemic, each occurrence can disrupt the daily lives of residents and tourists and business and governmental operations as well. Most recently, there has been an increased level of occurrence as migrants seeking refuge in the United States are arriving on the shores of Broward County's ocean front communities such as Deerfield Beach, Pompano Beach, and Fort Lauderdale.

Probability and Extent of Future Events

This hazard is considered likely to occur.

Terrorism

Since the terrorist attacks of September 11, 2001, the public safety agencies of Broward County have instituted pro-active measures to identify and contain a potential terrorist incident. This vigilance, in coordination with state and federal law enforcement agencies, has largely prevented another terrorist attack from occurring and impacting Broward County and its 31 municipalities. Still, the possibility of another terrorist attack occurring that would impact Broward County is recognized. Through ongoing training and exercising, the county maintains and will maintain its vigilance of this hazard.

Probability and Extent of Future Events

This hazard is considered likely to occur.

Cyber

The threat of a cyber-attack has been added to the listing of Most Significant Hazards of Concern For Broward County. Over the past five years, the potential for a cyber-attack has greatly increased due to the latest methods and capabilities that enable cyber criminals to access government, business, and personal computers and even servers. Government owned and/or operated electronic systems that access the Internet, for example, are at the top of the list of targets for cyber criminals. Broward County government has implemented numerous safeguards to prevent cyber-attacks on its internal communications systems.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Hazardous Material Incident

Hazardous material incidents occur routinely throughout Broward County's municipalities and unincorporated areas. Normally, these incidents are contained and resolved by county and local fire/rescue and law enforcement first responders. In an extensive hazmat release, the protocols

for response and, when necessary, evacuation, facilitate the actions that successfully mitigate the incident. However, continuous training for first responders and initiatives that promote public awareness of a hazmat incident are supported by Broward County government and by its 31 municipalities.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Severe Storm

Since the 2017 ELMS update, Broward County has experienced an increased level of Severe Storm activity. While the number of severe storms generated each year is dependent upon a variety of climatological factors, Broward can expect to see more severe storms that include the following elements.

Background

According to the National Severe Storms Laboratory, more than 100,000 thunderstorms occur each year, though only about 10% of these storms are classified as “severe” (wind speeds greater than 58 miles per hour). Although thunderstorms generally affect a small area when they occur, they are very dangerous because of their ability to generate strong winds, tornadoes, hailstorms, flash flooding, and damaging lightning. While thunderstorms can occur in all regions of the United States, they are most common in the central and southern states because atmospheric conditions in those regions are most ideal for generating these powerful storms.

Thunderstorms are caused when air masses of varying temperatures meet. Rapidly rising warm moist air serves as the “engine” for thunderstorms. These storms can occur singularly, in lines or in clusters. They can move through an area very quickly or linger for several hours.

The National Weather Service estimates that as many as 40,000 thunderstorm occurrences each day world-wide. On an annual basis, this means an incredible 14.6 million occurrences annually world-wide. Florida leads the nation with the highest incidence per year (80 to 100 plus annual thunderstorm days). Because of Florida’s vulnerability to this hazard, specifically Broward County, the impacts to residents and businesses can be severe. Long term power outages, which can occur during a severe storm, impact the health and safety of segments of the vulnerable population. Similarly, straight-line wind and hail can cause injury and property damage.

Straight-line Wind and Hail, as described below, are components of severe storms.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Straight-line Wind

Straight-line winds, which in extreme cases have the potential to cause wind gusts that exceed 100 miles per hour, are responsible for most thunderstorm wind damage. One type of straight-line wind, the downburst, can cause damage equivalent to a strong tornado and can be extremely dangerous to aviation.

Hail

Hailstorms are another potential damaging outgrowth of severe thunderstorms. Early in the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until having developed sufficient weight they fall as precipitation—as balls or irregularly shaped masses of ice greater than 0.75 inches in diameter. The size of hailstones is a direct function of the size and severity of the storm. High velocity updraft

winds keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. Higher temperature gradients relative to elevation above the surface result in increased suspension time and hailstone size.

Location and Spatial Extent

Florida remains one of the most vulnerable states in the U.S. to thunderstorm events. According to the State of Florida Hazard Mitigation Plan, it is a rare occasion when thunderstorms are not observed somewhere in the state daily during the summer rainy season (generally the end of May through the beginning of October). Thunderstorms vary tremendously in terms of size, location, intensity, and duration but are considered extremely frequent occurrences throughout South Florida and Broward County. It is assumed that all of Broward County is uniformly exposed to severe thunderstorms.

Historical Occurrences

According to the National Centers for Environmental Information, there have been 427 recorded severe thunderstorm events (including hail and high wind) in Broward County since the early 1950's. These included:

- **282 high wind events** since 1955.
- **155 hail events** since 1955.
- The locations of historically recorded hail events are shown in **Map 4.7. *Probability and Extent of Future Events***

The probability of future severe thunderstorm events in Broward County is considered "highly likely". In the future Broward County could be expected to receive severe thunderstorm events with straight-line winds that exceed 58 mph winds and hail size up to 3 inches in diameter.

Vulnerability Assessment

Historical evidence shows that all of Broward County is vulnerable to impacts from severe thunderstorms. Because it cannot be predicted where severe thunderstorms may strike, all buildings and facilities are uniformly exposed to this hazard and could potentially be impacted. It is important to note that only high wind and hail events attributed to severe thunderstorms that have been reported through NOAA data have been factored into this risk assessment. However, in the past 62 years it is likely that a higher number of thunderstorm occurrences have not been reported.

Tornado

With the expected increase in the number of severe storms (i.e., thunderstorms) each year due to climatological factors related to climate change, it is anticipated that Broward County will experience increased tornado activity. As an example, in the event that is further described further described in this section, two unclassified tornados spawned by Hurricane Ian before it made landfall on Florida's west coast struck the neighborhood of Pasadena Lakes in east Pembroke Pines causing major damage, and also in Davie.

Background

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud extending to the ground. Tornadoes are most often generated by thunderstorm activity (but sometimes result from hurricanes and other tropical storms) when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The damage caused by a tornado is a result of the high wind velocity and wind-blown debris, also accompanied by lightning or large hail. According to the National Weather Service, tornado wind speeds normally range from 40 to more than 300 miles per hour. The most violent tornadoes have rotating winds of 250 miles per hour or more and can cause extreme destruction and turning normally harmless objects into deadly missiles.

Each year, an average of over 1,230 tornadoes are reported nationwide, resulting in an average of 71 deaths over the last thirty years (NOAA Storm Prediction Center (SPC)). They are more likely to occur during the months of March through May and can occur at any time of day but are likely to form in the late afternoon and early evening. Most tornadoes are a few dozen yards wide and touch down briefly, but even small short-lived tornadoes can inflict tremendous damage. Highly destructive tornadoes may carve out a path over a mile wide and several miles long.

The destruction caused by tornadoes ranges from light to inconceivable depending on the Intensity, size, and duration of the storm. Typically, tornadoes cause the greatest damage to structures of light construction such as residential homes (particularly mobile homes). The Enhanced Fujita Scale for Tornadoes was developed to measure tornado strength and associated damages (**Table 4.11**).

Table 4.10: Enhanced Fujita Scale for Tornadoes

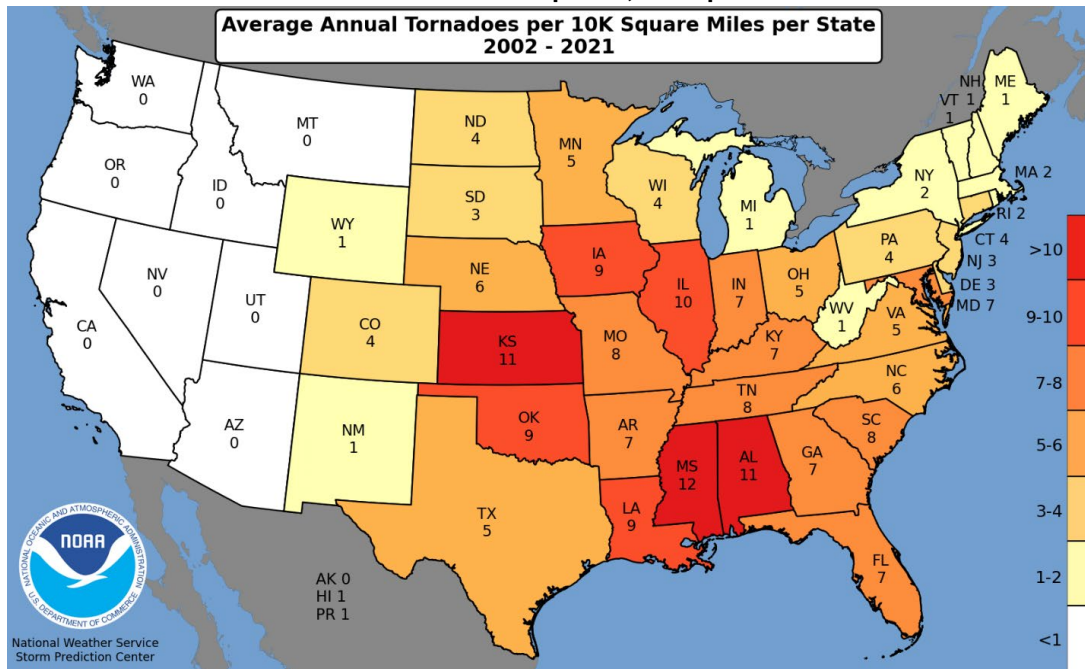
EF-Scale Number	Intensity Phrase	3 Second Gust (MPH)	Type of Damage Done
EF0	GALE	65–85	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
EF1	MODERATE	86–110	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
EF2	SIGNIFICANT	111–135	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
EF3	SEVERE	136–165	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
EF4	DEVASTATING	166–200	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
EF5	INCREDIBLE	Over 200	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.

According to the SPC, the highest concentration of tornadoes in the United States has been in Oklahoma, Texas, Kansas, and Florida respectively. Although the Great Plains region of the

Central United States does favor the development of the largest and most dangerous tornadoes, Florida experiences some of the highest numbers of tornadoes per square mile of all U.S. states and are generally EF0 or EF1 in intensity (SPC, 2021). **Figure 4.20** shows tornado activity in the United States from 2002 to 2021 based on the number of recorded tornadoes per 10,000 square miles.

The tornadoes associated with tropical cyclones are most frequent in September and October when the incidence of tropical storm systems is greatest. This type of tornado usually occurs around the perimeter of the storm, and most often to the right and ahead of the storm path or the storm center as it comes ashore. These tornadoes commonly occur as part of large outbreaks and generally move in an easterly direction.

Figure 4.20 Tornado activity in the United States based on the number of recorded tornadoes per 10,000 square miles.



Source: NOAA Storm Prediction Center, 2022

Location and Spatial Extent

Tornadoes occur throughout the State of Florida and based on historical data more confirmed tornado touchdowns have been confirmed in South Florida than other regions in the state. Florida tornadoes typically impact a relatively small area; however, events are completely random, and it is not possible to predict specific areas that are more susceptible to tornado strikes over time. Therefore, it is assumed that all of Broward County is uniformly exposed to this hazard. According to the Florida Division of Emergency Management, Florida has 2 distinct tornado seasons: (1) summer (most frequent, less intense events); and (2) late winter/early spring (less frequent, more intense events).

Historical Occurrences

From 2012 to 2021, Florida averaged 41 tornado events per year, though most are smaller, less intense, and shorter in duration than those in other states. According to the State of Florida Hazard Mitigation Plan, Broward County is designated as a "High Risk" jurisdiction when compared with other Florida counties.

According to the National Centers for Environmental Information, there have been 115 recorded tornado events in Broward County since 1950.⁵ These events resulted in 1 death, 96 injuries, and an estimated \$173.7 million in property damages. Most of these events (74) were determined to be of minimal tornado intensity (F0), as shown in **Table 4.12**. The strongest and most deadly tornado in Broward County history occurred on March 1, 1980, when an F3 tornado killed 1 person, injured 33, and caused approximately \$25 million in property damages.

Table 4.11: Overall Historical Tornado Impact in Broward County by Jurisdiction

Jurisdiction	Number of Events (1950-2022)	Magnitude (Fujita Scale*)						Maximum F Scale
		F0	F1	F2	F3	F4	F5	
Coconut Creek	1	0	1	0	0	0	0	F1**
Cooper City	0	0	0	0	0	0	0	not applicable
Coral Springs	5	4	0	0	0	0	0	F0
Dania Beach	0	0	0	0	0	0	0	not applicable
Davie	3	3	0	1	0	0	0	F0 and F 2
Deerfield Beach	2	1	1	0	0	0	0	F1
Fort Lauderdale	5	3	2	0	0	0	0	F0 and F1
Fort Lauderdale International Airport	1	1	0	0	0	0	0	F0
Hallandale Beach	6	4	2	0	0	0	0	F1
Hillsboro Beach	1	1	0	0	0	0	0	F0
Hillsboro Lighthouse	0	0	0	0	0	0	0	not applicable
Hollywood	3	2	1	0	0	0	0	F0 and F1
Hollywood N. Perry Airport	1	0	1	0	0	0	0	F1
Lauderdale-By-The-Sea	0	0	0	0	0	0	0	not applicable

⁵ These events do not include reported funnel clouds or waterspouts.

Jurisdiction	Number of Events (1950-2022)	Magnitude (Fujita Scale*)						Maximum F Scale
		F0	F1	F2	F3	F4	F5	
Lauderdale Lakes	1	0	1	0	0	0	0	F1**
Lauderhill	1	1	0	0	0	0	0	F0
Lazy Lake	0	0	0	0	0	0	0	not applicable
Lighthouse Point	0	0	0	0	0	0	0	not applicable
Margate	1	1	0	0	0	0	0	F0
Miramar	3	1	2	0	0	0	0	F1
North Lauderdale	0	0	0	0	0	0	0	not applicable
Oakland Park	1	1	0	0	0	0	0	F0
Parkland	0	0	0	0	0	0	0	not applicable
Pembroke Park	0	0	0	0	0	0	0	not applicable
Pembroke Pines	3	2	1	0	0	0	0	F1
Plantation	3	3	0	0	0	0	0	F0**
Pompano Beach	4	4	0	0	0	0	0	F0
Sea Ranch Lakes	0	0	0	0	0	0	0	not applicable
Southwest Ranches	0	0	0	0	0	0	0	not applicable
Sunrise	2	0	1	1	0	0	0	F1 and F2
Tamarac	2	1	1	0	0	0	0	F1
Broward Municipal Services Districts	71	45	16	7	3	0	0	F3
West Park	0	0	0	0	0	0	0	not applicable
Weston	0	0	0	0	0	0	0	not applicable
Wilton Manors	0	0	0	0	0	0	0	not applicable
TOTAL	120	78	30	9	3	0	0	F3

Source: National Centers For Environmental Information – as of 12/31/2022

* - For historical purposes, the Fujita Scale was used in this table

** - The tornados occurred when the Enhanced Fujita scale had been adopted.

To exemplify the potential impact of a major tornado event, the following notable recent events are described and considered as part of Broward County's risk assessment and mitigation planning purposes.

June 16, 1997

An F1 tornado touched down in Sunrise at the intersection of Commercial Boulevard and Nob Hill, flipping 1 car. The tornado moved southwest to near NW 103 Street/NW 45 Avenue. Several roofs were damaged, numerous windows were broken, small trees were uprooted, and power lines knocked down. Several cars were damaged by flying debris, and 1 injury was reported. Total damages exceeded \$1 million.

February 2, 1998

In the evening, several F1 tornadoes crossed the Dade/Broward County line and damaged a strip shopping center in Miramar. The multiple tornadoes moved across North Perry airport, where 40 aircraft were destroyed, and 40 aircraft were damaged. The tornadoes weakened as they continued north-northeast damaging a shopping center in Davie near Orange Road/Hiatus Road. Total damages exceeded \$30 million.

October 18, 2011

A strong tornado rated as an EF-2 with maximum estimated winds of 125 mph moved across western portions of Plantation and Sunrise on the evening of October 18th. A total of 136 structures suffered damage, with about 20-25 of these sustaining significant to severe damage. A few mobile homes in the Plantation section of the tornado were destroyed with roof and wall collapse. The tornado intensified as it moved into Sunrise, damaging homes in the New Orleans Homes subdivision. Two concrete block homes sustained significant to total roof loss, and several other homes had significant roof, garage, and window damage. Cars were damaged by winds and debris as well as uprooted and sheared trees. Most of the damage was in the EF-1 range, except for a two-block area of EF-2 damage in Sunrise at the New Orleans Homes subdivision where the highest winds were noted. Despite the magnitude and extent of the damage, no major injuries were reported with only a few scrapes and cuts. Federal assistance was approved for residents in the affected area due to the severity and magnitude of the damage.

January 27, 2016

A line of severe storms moved onto the Gulf coast at 5am that morning, prompting the issuance of several special weather statements, severe thunderstorm warnings, and tornado warnings as it crossed the south-Central peninsula. A strong cyclic mesocyclone that moved onshore during the early morning hours tracked across the peninsula, where it re-intensified over north Central Broward county and produced an EF-1 tornado that moved across Coconut Creek and Pompano Beach. The tornado touched down near the intersection of NW 2nd court and NW 43rd Ave and traveled northeast leading to several snapped and uprooted hardwood trees and damage to fences across NW 42nd, Palmetto Drive, and Coconut Creek Boulevard. The tornado damaged trees, power lines and tossed several cars across the impacted area.



September 27, 2022

An EF-1 tornado spawned by Hurricane Ian before it made landfall on Florida's west coast struck the neighborhood of Pasadena Lakes in east Pembroke Pines. The storm ripped through the neighborhood after destroying about 30 small planes at North Perry airport. Some were missing wings and tails; others were flipped upside down. In addition, there was a small amount of structural damage to the airport, which is operated by Broward County. At approximately the same time, another EF-1 tornado spawned by Ian struck a mobile home park in the nearby city of Davie, damaging at least 10 mobile homes. There were no reported injuries reported from either tornado.

Probability and Extent of Future Events

The probability of future tornado occurrences affecting Broward County is considered highly likely. According to historical records, Broward County experiences an average of nearly 2 confirmed tornado touchdowns per year. While most of these events are small in terms of size, intensity, and duration, they do pose a significant threat should Broward County experience a direct tornado strike. In the future, Broward County can expect to be hit by tornadoes reaching up to EF3 in strength. Tornadoes, even those at an EF-0 level, can impact residents and businesses, and can cause injuries and property damage.

Vulnerability Analysis

To estimate potential losses due to tornadoes, NOAA historical tornado loss data was used to develop a tornado stochastic model. In this model:

- Losses were scaled for inflation.
- Average historic tornado damageability was used to generate losses for historical tornadic events where losses were not reported.
- Expected annualized losses were calculated through a non-linear regression of historical data.
- Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 4.13 shows potential annualized property losses for each jurisdiction in Broward County.

Table 4.12: Potential Annualized Losses by Jurisdiction (Tornado)

Jurisdiction	Total Exposure	Annualized Expected Property Losses (\$)	Annualized Percent Loss Ratio
Coconut Creek	\$3,061,603,270	<i>Negligible</i>	0.00%
Cooper City	\$1,943,657,150	<i>Negligible</i>	0.00%
Coral Springs	\$8,134,798,700	<i>Negligible</i>	0.00%
Dania Beach	\$1,878,435,580	<i>Negligible</i>	0.00%
Davie	\$6,711,031,880	<i>Negligible</i>	0.00%
Deerfield Beach	\$5,161,599,440	\$8,756	0.00%
Fort Lauderdale	\$22,130,694,710	\$40,834	0.00%
Hallandale Beach	\$3,836,691,130	\$21,247	0.00%
Hillsboro Beach	\$810,574,300	<i>Negligible</i>	0.00%
Hollywood	\$10,029,588,340	<i>Negligible</i>	0.00%
Lauderdale-By-The-Sea	\$1,739,928,950	<i>Negligible</i>	0.00%
Lauderdale Lakes	\$1,152,461,750	<i>Negligible</i>	0.00%
Lauderhill	\$2,492,601,430	<i>Negligible</i>	0.00%
Lazy Lake	\$4,107,550	<i>Negligible</i>	0.00%
Lighthouse Point	\$1,261,700,120	<i>Negligible</i>	0.00%
Margate	\$2,296,212,030	<i>Negligible</i>	0.00%
Miramar	\$7,475,638,380	\$1,046,334	0.01%
North Lauderdale	\$1,260,435,790	<i>Negligible</i>	0.00%
Oakland Park	\$2,473,754,560	<i>Negligible</i>	0.00%
Parkland	\$2,682,321,260	<i>Negligible</i>	0.00%
Pembroke Park	\$404,154,300	<i>Negligible</i>	0.00%
Pembroke Pines	\$10,247,846,250	\$7,872	0.00%
Plantation	\$6,803,128,100	<i>Negligible</i>	0.00%
Pompano Beach	\$8,981,181,420	<i>Negligible</i>	0.00%
Sea Ranch Lakes	\$110,763,020	<i>Negligible</i>	0.00%

Jurisdiction	Total Exposure	Annualized Expected Property Losses (\$)	Annualized Percent Loss Ratio
Southwest Ranches	\$890,133,450	<i>Negligible</i>	0.00%
Sunrise	\$5,308,400,300	\$22,890	0.00%
Tamarac	\$3,283,696,510	<i>Negligible</i>	0.00%
Broward Municipal Services Districts	\$1,106,396,610	\$553,674	0.05%
West Park	\$331,537,990	<i>Negligible</i>	0.00%
Weston	\$6,490,572,820	<i>Negligible</i>	0.00%
Wilton Manors	\$941,493,080	<i>Negligible</i>	0.00%
TOTAL	\$131,437,140,170	\$1,701,607	0.00%

* Negligible is less than \$5,000

Source: 2017 Broward County LMS, FEMA's National Risk Index

According to FEMA's National Risk Index as of 2022, the Expected Annual Loss for tornadoes in Broward County is \$8.8M, with a Total Exposure of \$13T. While FEMA designates Broward's Historic Loss Ratio from tornadoes as Very Low, the county's Expected Annual Loss Score is Relatively High at 39.69. The Risk Index Score for tornadoes is 28.91.

Waterspout

Background

Waterspouts are weak tornadoes that form over warm water and are most common along the Gulf Coast and southeastern states. Waterspouts occasionally move inland, becoming tornadoes that can cause damage and injury. However, most waterspouts dissipate over the open water threatening only marine and boating interests. Typically, a waterspout is weak and short-lived, and because they are so common, most go unreported unless they cause damage.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Tropical Cyclones (Storms and Hurricanes)

Background

Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a "safety-valve," limiting the continued build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole-ward latitudes. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves, and tidal flooding which can be more destructive than cyclone wind.

The key energy source for a tropical cyclone is the release of latent heat from the condensation of warm water. Their formation requires a low-pressure disturbance, warm sea surface temperature, rotational force from the spinning of the earth, and the absence of wind shear in the lowest 50,000 feet of the atmosphere. Most hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which encompasses the months of June through November. The peak of the Atlantic hurricane season is in early to mid-September and the average number of storms that reach hurricane intensity per year in this basin is about 6.

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. Hurricane intensity is further classified by the Saffir-Simpson Scale (**Table 4.14**), which rates hurricane intensity on a scale of 1 to 5, with 5 being the most intense. Storm surge is no longer included in the scale due to fluctuations in wind speed in the span of a hurricane that may not alter the storm surge level.

Located immediately offshore and running parallel to Broward County's 24 miles of shoreline, Florida's coral reef consisting of a ridge complex, inner, middle, and outer reefs provide storm

protection and flood reduction benefits to the County. The physical relief features of coral reefs serve as a natural barrier to shorelines by reducing wave energy. According to Ferrario et al. (2014), on average, coral reefs reduce wave energy by 97%.

Due to its close proximity to the highly urbanized shoreline of Broward County, the exposure of coral reefs to human-induced impacts coupled with the effects of climate change on ocean chemistry and temperature, and the recent widespread outbreak of stony coral tissue loss disease, resulted in both biological and physical degradation of the coral reef ecosystem. The degradation reduces the capability of coral reefs to act as natural infrastructure to provide shore protection.

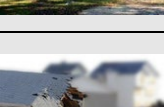
The value of US reefs as flood protection against damages to property in Florida is estimated to be \$823 million annually (Storlazzi et al., 2019).

Table 4.13: Saffir-Simpson Hurricane Wind Scale

Category	Maximum Sustained Wind Speed (MPH)	Minimum Surface Pressure (Millibars)
1	74 – 95	Greater than 980
2	96 – 110	979-965
3	111 – 130	964-945
4	131 – 155	944-920
5	155 plus	Less than 920

The Saffir-Simpson Scale categorizes hurricane intensity linearly based upon maximum sustained winds, barometric pressure and, which are combined to estimate potential damage. Categories 3, 4, and 5 are classified as “major” hurricanes, and while hurricanes within this range comprise only 20% of total tropical cyclone landfalls, they account for over 70% of the damage in the United States. **Table 4.15** describes the damage that could be expected for each category of hurricane. Damage during hurricanes may also result from spawned tornadoes, storm surge, and inland flooding associated with heavy rainfall that usually accompanies these storms.

Table 4.14: Hurricane Damage Classifications

Storm Category	Damage Level	Description of Damages	Photo Example
1	MINIMAL	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal flooding and minor pier damage.	
2	MODERATE	Some roofing material, door, and window damage. Considerable damage to vegetation, mobile homes, etc. Flooding damages piers and small craft in unprotected moorings may break their moorings.	
3	EXTENSIVE	Some structural damage to small residences and utility buildings, with a minor amount of curtain wall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures, with larger structures damaged by floating debris. Terrain may be flooded well inland.	
4	EXTREME	More extensive curtain wall failures with some complete roof structure failure on small residences. Major erosion of beach areas. Terrain may be flooded well inland.	
5	CATASTROPHIC	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Flooding causes major damage to lower floors of all structures near the shoreline. Massive evacuation of residential areas may be required.	

Sources: National Hurricane Center; Federal Emergency Management Agency

Location and Spatial Extent

Florida remains one of the most vulnerable states in the U.S. to hurricanes and tropical storms.

By virtue of its geographic location in South Florida, all areas of Broward County are highly susceptible to hurricanes and tropical storm-force winds. Further, the immediate coastal zone and areas along the canals of Broward County are extremely susceptible to potential storm surge inundation resulting from hurricanes and tropical storms, as well as inundation from King Tide events, which will be exacerbated as sea levels rise. The South Florida Water Management District (SFWMD) manages water levels in the canals to reduce saltwater intrusion into the fresh ground water and nearby wellfields that are used for public water supply. SFWMD monitors water levels in the canals carefully and operates a series of water control structures in each canal that have gates which shut when the tailwater levels (ocean side) are higher than headwater levels (inland side), which would allow saltwater to move inland. Examples of the water control structures, which are part of the C&SF System, are the S33 on Canal C-12 (the North Fork of the

New River) and S36 on Canal C-13. These structures are generally west of I-95 about halfway between the I-95 and the Florida Turnpike (one exception is the G54 on the G-15 Canal (the North New River Canal) which is just west of the Florida Turnpike). As sea levels rise, the performance of these gravity based coastal water control structures are being reduced, because discharge rates are a result of the difference between inland water levels and tidal water levels, which are decreasing, in average. Along with sea level rise, other climate impacts, land development, population increase, and aging of the C&SF infrastructure, which was mostly designed and constructed in the 1950's, are significantly impacting the overall performance of the C&SF system.

SFWMD is making significant infrastructure adaptation investments that are needed to successfully continue to implement its mission of safeguarding and restoring South Florida's water resources and ecosystems, protecting communities from flooding, and ensuring an adequate water supply for all of South Florida's needs, today and in the future. As part of the District's commitment to resiliency, alongside local governments, stakeholders, and communities in the region, to address the impacts of these changing conditions on the District's critical assets, water management operations, water supplies, and water resources, the District is developing its Sea Level Rise and Flood Resiliency Plan. The plan compiles a comprehensive list of priority resiliency projects with the goal of reducing the risks of flooding, sea level rise, and other climate impacts on water resources and increasing community and ecosystem resiliency in South Florida.

In addition, the Jacksonville District and the South Florida Water Management District, non-federal partner, initiated the Central and Southern Florida (C&SF) Flood Resiliency Study to identify the need to provide continued flood risk management to reduce the most immediate risk to the C&SF Project due to changing conditions including climate change, sea level change, land development, and population growth in the lower east coast of Florida in Palm Beach, Broward, and Miami-Dade counties. FRM measures to be evaluated may include a combination of structural, non-structural, natural, and nature-based features.

High tailwater generally occurs during high tide conditions and the effect is to block saltwater from travelling farther to the west of the water control structures. Just as these structures are operated in the closed position during high tide, they are also closed during storm surge events, such that the gates would serve to block storm surge from travelling west of the water control structures. While it is conceivable that an extreme event may damage the gates, rendering them inoperable as a defense to storm surge, this is not within the reasonable range of potential events, especially given resilience improvements and redundancies planned and underway to ensure backup energy sources and elevating/hardening of control structures and appurtenant infrastructure. While storm surges typically do not generate notable inundation west of the water control structures, high tides and moderate storm surge have been shown to affect water levels in canals west of the control structures, with the potential to hinder basin drainage. Further increases in sea level combined with intensifying high tides and storm surge will necessitate more significant resilience investments, including the replacement of gravity operated gates with pumps, to manage inland stormwater discharges. Without these investments, overtopping of water control structures is likely, along with severe constraints on stormwater management that will increase the flood risk of low-lying areas both coastal and inland in addition to increasing the risk of saltwater contamination of coastal wellfields.

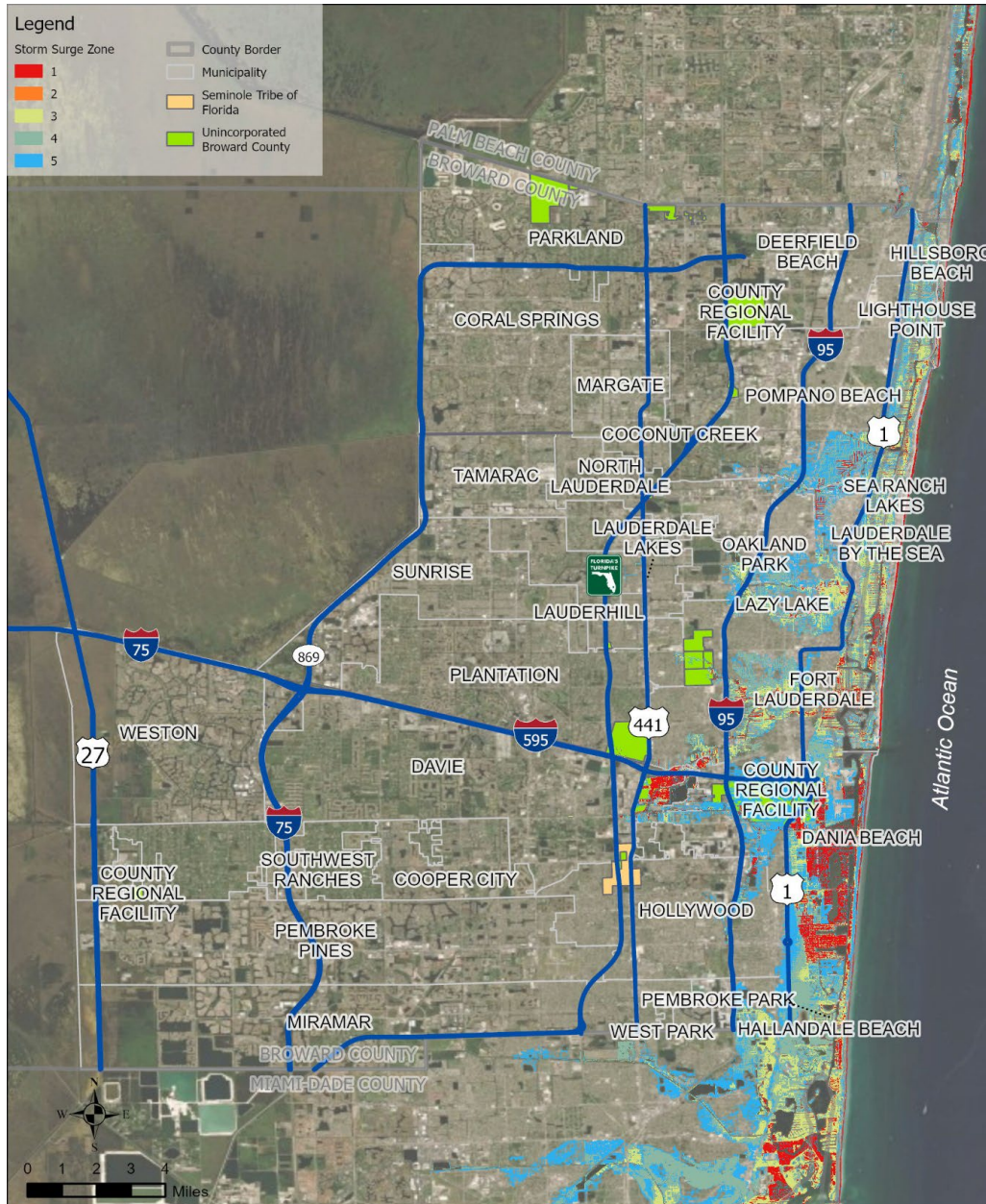
Maps 4.8 and 4.9 illustrate storm surge inundation zones for Broward County derived from Florida Division of Emergency Management's effort to update Regional Evacuation Studies. As part of the statewide study, the DEM managed a separate contract to produce updated LIDAR elevation data, which was completed for about 28,000 square miles across the State of Florida. New Sea, Lake, and Overland Surge from Hurricanes (SLOSH) modeling was then completed for 2 SLOSH basins involved in the update for South Florida: Biscayne Bay for Miami-Dade and Broward Counties, and Florida Bay for Monroe County. Maps 4.9 and 4.10 were developed by BCRED based on the updated 2022 SLOSH modeling results taken from NOAA website. SLOSH is a modeling tool used to estimate storm surge for coastal areas resulting from historical, hypothetical, or predicted hurricanes considering maximum expected levels for pressure, size, forward speed, track, and winds. Therefore, the SLOSH data is best used for defining the potential maximum surge for any location.

Map 4.8: Storm Surge Inundation Zones



Data Source: National Hurricane Center, NOAA Broward County GIS

Map 4.9: Aerial of Storm Surge Inundation



Source: National Hurricane Center, NOAA, Broward County GIS.

Historical Occurrences

According to NOAA historical storm track records, 102 hurricane or tropical storm tracks have passed within 75 miles of Broward County since 1850.⁶ This includes: three Category 5 hurricanes, 8 Category 4 hurricanes, 13 Category 3 hurricanes, 15 Category 2 hurricanes, 18 Category 1 hurricanes, and 51 tropical storms. Of the 106 recorded storm events, 22 had tracks that traversed directly through Broward County. **Table 4.16** provides for each event the date of occurrence, name (if applicable), maximum wind speed (as recorded within 75 miles of Broward County), and Category of the storm based on the Saffir-Simpson Scale.

Table 4.15: Historical Storm Tracks within 75 Miles of Broward County (1850–2022)

Date of Occurrence	Storm Name	Maximum Wind Speed (MPH)	Storm Category
10/17/1859	Unnamed	70	Tropical Storm
11/1/1861	Unnamed	70	Tropical Storm
9/17/1863	Unnamed	70	Tropical Storm
10/23/1865	Unnamed	105	Category 2 Hurricane *
10/11/1870	Unnamed	105	Category 2 Hurricane
10/20/1870	Unnamed	90	Category 1 Hurricane
8/17/1871	Unnamed	115	Category 3 Hurricane
8/25/1871	Unnamed	105	Category 2 Hurricane
10/7/1873	Unnamed	115	Category 3 Hurricane
9/16/1876	Unnamed	70	Tropical Storm
10/20/1876	Unnamed	105	Category 2 Hurricane
7/3/1878	Unnamed	45	Tropical Storm
9/8/1878	Unnamed	70	Tropical Storm
10/22/1878	Unnamed	80	Category 1 Hurricane
8/17/1881	Unnamed	45	Tropical Storm
8/24/1885	Unnamed	80	Category 1 Hurricane
8/24/1886	Unnamed	80	Category 1 Hurricane
8/16/1888	Unnamed	125	Category 3 Hurricane *
9/8/1888	Unnamed	50	Tropical Storm
9/24/1888	Unnamed	45	Tropical Storm
10/6/1889	Unnamed	45	Tropical Storm *
8/24/1891	Unnamed	85	Category 1 Hurricane
10/7/1891	Unnamed	50	Tropical Storm*
6/10/1892	Unnamed	45	Tropical Storm *
9/25/1894	Unnamed	105	Category 2 Hurricane
10/2/1895	Unnamed	60	Tropical Storm
10/16/1895	Unnamed	40	Tropical Storm*
10/9/1896	Unnamed	60	Tropical Storm
8/2/1898	Unnamed	40	Tropical Storm
9/27/1898	Unnamed	40	Tropical Storm
10/11/1898	Unnamed	70	Tropical Storm
7/30/1899	Unnamed	45	Tropical Storm

⁶ These storm track statistics do not include tropical depressions or extratropical storms. Though these related hazard events are less severe in intensity, they may indeed cause significant local impact in terms of rainfall and high winds.

Date of Occurrence	Storm Name	Maximum Wind Speed (MPH)	Storm Category
8/10/1901	Unnamed	45	Tropical Storm*
9/11/1903	Unnamed	85	Category 1 Hurricane*
10/17/1904	Unnamed	80	Category 1 Hurricane
6/17/1906	Unnamed	85	Category 1 Hurricane
10/18/1906	Unnamed	120	Category 3 Hurricane
6/28/1909	Unnamed	50	Tropical Storm*
8/29/1909	Unnamed	50	Tropical Storm
10/11/1909	Unnamed	115	Category 3 Hurricane
10/18/1910	Unnamed	120	Category 3 Hurricane
11/15/1916	Unnamed	80	Category 1 Hurricane
10/20/1924	Unnamed	105	Category 2 Hurricane*
7/27/1926	Unnamed	110	Category 2 Hurricane
9/16/1926	Unnamed	40	Tropical Storm
9/18/1926	Unnamed	140	Category 4 Hurricane
10/21/1926	Unnamed	110	Category 2 Hurricane
8/8/1928	Unnamed	100	Category 2 Hurricane
8/13/1928	Unnamed	60	Tropical Storm
9/16/1928	Unnamed	150	Category 4 Hurricane
9/28/1929	Unnamed	110	Category 2 Hurricane
8/30/1932	Unnamed	65	Tropical Storm
7/30/1933	Unnamed	85	Category 1 Hurricane
9/4/1933	Unnamed	130	Category 4 Hurricane
10/5/1933	Unnamed	130	Category 4 Hurricane
5/27/1934	Unnamed	45	Tropical Storm
9/3/1935	Unnamed	160	Category 5 Hurricane
9/29/1935	Unnamed	115	Category 3 Hurricane
11/4/1935	Unnamed	75	Category 1 Hurricane
6/15/1936	Unnamed	45	Tropical Storm
7/29/1936	Unnamed	65	Tropical Storm
8/11/1939	Unnamed	80	Category 1 Hurricane
10/6/1941	Unnamed	120	Category 3 Hurricane
9/15/1945	Unnamed	140	Category 4 Hurricane*
11/1/1946	Unnamed	45	Tropical Storm
9/17/1947	Unnamed	160	Category 5 Hurricane*
10/12/1947	Unnamed	85	Category 1 Hurricane*
9/22/1948	Unnamed	120	Category 3 Hurricane*
10/5/1948	Unnamed	125	Category 3 Hurricane
8/27/1949	Unnamed	150	Category 4 Hurricane
10/18/1950	King	110	Category 2 Hurricane*
10/2/1951	How	70	Tropical Storm
2/3/1952	Unnamed	50	Tropical Storm*
8/29/1953	Unnamed	50	Tropical Storm*
10/5/1953	Unnamed	40	Tropical Storm
10/9/1953	Hazel	70	Tropical Storm
10/18/1959	Judith	50	Tropical Storm
9/10/1960	Donna	140	Category 4 Hurricane
8/27/1964	Cleo	105	Category 2 Hurricane*
10/14/1964	Isbell	125	Category 3 Hurricane*
9/8/1965	Betsy	125	Category 3 Hurricane
10/4/1966	Inez	85	Category 1 Hurricane

Date of Occurrence	Storm Name	Maximum Wind Speed (MPH)	Storm Category
10/2/1969	Jenny	45	Tropical Storm
8/19/1976	Dottie	40	Tropical Storm*
9/3/1979	David	100	Category 2 Hurricane
8/18/1981	Dennis	40	Tropical Storm
9/27/1984	Isidore	60	Tropical Storm
7/24/1985	Bob	45	Tropical Storm
10/12/1987	Floyd	75	Category 1 Hurricane
10/16/1991	Fabian	45	Tropical Storm
8/24/1992	Andrew	160	Category 5 Hurricane
11/16/1994	Gordon	50	Tropical Storm
8/2/1995	Erin	85	Category 1 Hurricane
8/24/1995	Jerry	40	Tropical Storm
11/5/1998	Mitch	65	Tropical Storm
9/21/1999	Harvey	60	Tropical Storm*
10/15/1999	Irene	75	Category 1 Hurricane*
8/13/2004	Charley	145	Category 4 Hurricane
9/5/2004	Frances	110	Category 2 Hurricane
9/26/2004	Jeanne	120	Category 3 Hurricane
8/25/2005	Katrina	80	Category 1 Hurricane
10/24/2005	Wilma	105	Category 2 Hurricane
8/30/2006	Ernesto	70	Tropical Storm
8/20/2008	Fay	80	Tropical Storm
7/24/2008	Bonnie	45	Tropical Storm
8/2/2013	Dorian	39	Tropical Storm
09/09/2017	Irma	70	Tropical Storm
09/02/2018	Gordon	50	Tropical Storm
11/08/2020	Eta	56	Tropical Storm
09/27/2022	Ian	55	Tropical Storm

* Storm track traversed through Broward County.

Source: NOAA National Centers for Environmental Information, 2022

Some of the more notable historical tropical cyclone events for Broward County are described below:

October 18, 1906, Hurricane

A hurricane moved across the Florida Keys and passed over Miami on October 18 as a Category 3 storm resulting in the loss of 134 lives.

September 18, 1926, Hurricane

The eye of the hurricane moved directly over Miami on the morning of September 18, leaving approximately 100 dead. The storm continued northwestward across South Florida and entered the Gulf of Mexico at Fort Myers. Northeast winds from the storm raised Lake Okeechobee water levels above the low dike on the south end of the lake near Moore Haven. Approximately 3 miles of dike failed, sending 10-to-12-foot floodwaters into Moore Haven and at least 5-foot-deep floodwaters into Clewiston, 16 miles to the southeast.

September 16, 1928, Hurricane [Okeechobee Hurricane]

A Category 4 hurricane made landfall near Palm Beach on September 16 with a central pressure of 929 millibars. The center passed near Lake Okeechobee, causing the lake to overflow its banks and inundate the surrounding area to a depth of 6 to 9 feet. An estimated 1,836 people died in Florida, primarily due to the lake surge. Damage to property was estimated at \$25 million in Florida.

September 3, 1935 [Labor Day Hurricane]

This hurricane is one of the most severe hurricanes ever recorded in Florida. With winds more than 200 miles per hour, the storm passed over the Florida Keys on September 2 with a minimum barometric pressure of 26.35 inches. Three relief-work camps, inhabited by veterans of World War I, were destroyed. The American Red Cross estimates that 408 lives were lost.

September 3, 1979, Hurricane David

Hurricane David, a category 2 storm, made landfall north of Palm Beach and caused an estimated \$476 million in damages.

August 24, 1992, Hurricane Andrew

Hurricane Andrew made a memorable landfall in South Miami-Dade County, causing estimated damages more than \$26 billion in damages. Andrew produced approximately 7 inches of rain, sustained winds of 165 miles per hour, a maximum storm tide of 16 feet, and a total of 96 deaths (including Louisiana). In all, Andrew destroyed 25,000 homes and significantly damaged more than 100,000 others in South Florida. Two weeks after the hurricane, the U.S. military deployed nearly 22,000 troops to aid in the recovery efforts, the largest military rescue operation in U.S. history. When Hurricane Andrew hit southeast Miami-Dade County, flying debris in the storm's winds knocked out most ground-based wind measuring instruments, and widespread power outages caused electric-based measuring equipment to fail. The winds were so strong many wind-measuring tools were incapable of registering the maximum winds. Surviving wind observations and measurements from aircraft reconnaissance, surface pressure, satellite analysis, radar, and distribution of debris and structural failures were used to estimate the surface winds. Although originally classified as a Category 4 storm, extensive post-impact research led to the reclassification of Andrew as a Category 5 hurricane in 2002.

Augusts 2, 1995 Hurricane Erin

Erin, a tropical storm in the central Bahamas, strengthened to minimal hurricane intensity, before moving ashore near Vero Beach. Erin moved across central Florida as a tropical storm then moved into the northeast Gulf of Mexico where it intensified to hurricane strength before moving ashore a final time near Pensacola. In southeast Florida maximum winds gusts were 37 knots at Miami Beach with the lowest pressure of 1000.9 millibars at West Palm Beach International Airport. An unscientific study estimated that lost productivity in Dade, Broward, and Palm Beach counties, caused by the approach of Erin, amounted to \$200 million.

November 5, 1998, Tropical Storm Mitch

Tropical Storm Mitch, once a powerful Category 5 storm, crossed South Florida at Monroe and Palm Beach counties at tropical storm strength. The storm caused gusty winds, severe thunderstorms, tornadoes, and beach erosion. Property damage was estimated at \$30 million.

September 13–22, 1999 Hurricane Floyd

Hurricane Floyd was an enormous Category 4 storm that skirted the southeast Florida coast with minimal effects, mostly to marine interests. Most areas reported maximum sustained winds of 25 to 30 miles per hour, which caused very minor damage, mainly to trees and some utility lines. Rainfall amounts were unusually light with less than 1/2 inch reported at all official stations in South Florida. The storm surge ranged from 3.3 feet above normal in Palm Beach County to 1.5 feet above normal in Miami-Dade County, causing mostly minor beach erosion. Other marine damage occurred to sea walls and small boats. Floyd's unpredictable path led to the largest peacetime evacuation in U.S. history as over a million people sought refuge. Floyd did not make landfall in Florida, but created flooding, beach erosion, and resulted in nearly \$68 million in property damages.

October 15, 1999, Hurricane Irene

Hurricane Irene was a Category 1 storm as it made landfall in Monroe and Miami-Dade counties, moving southwest to northeast. It moved northeast across central Miami-Dade and Broward counties before exiting into the Atlantic on October 16 near Jupiter in northeast Palm Beach County. The storm caused major flooding due to 9-18 inches of rainfall, beach erosion, and minor wind damages. Heavy rains and sustained winds of tropical storm force caused widespread flooding and power outages in the metropolitan areas of Broward County. 4 tornadoes touched down in Broward and Palm Beach counties, injuring 3 persons. Damage in southeast Florida, mainly from flooding is estimated near \$600 million which includes \$335 million in agricultural losses. An estimated 700,000 customers lost electricity. Flooding in a few residential areas lasted for a week displacing several hundred persons and isolating thousands more. Other long-term ecological repercussions may be experienced from the flooding rains such as the effects of high water on Everglade's hammocks, and the effects of excessive fresh-water runoff on estuaries.

September 5, 2004, Hurricane Frances

Hurricane Frances made landfall at Seawalls Point in Martin County as a Category 2 hurricane. Frances moved farther inland just north of Lake Okeechobee and weakened to a tropical storm before crossing the entire Florida Peninsula and exiting into the Gulf of Mexico just north of Tampa. The highest measured sustained wind at Fort Lauderdale-

Hollywood International Airport was 41 miles per hour with a peak gust of 55 miles per hour. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast. 2 vehicle-related deaths were reported in Broward County. Florida Power and Light (FPL) reported power outages occurred to 423,000 customers in Broward. An estimated 7,000 persons sought refuge in public shelters in Broward County. Wind damage to house roofs, mobile homes, trees, power lines, signs, screened enclosures, and outbuildings occurred over much of southeast Florida, but was greatest in Palm Beach County. Preliminary property damage in South Florida is estimated at \$620 million, including \$80 million in Broward County.

September 26, 2004, Hurricane Jeanne

Hurricane Jeanne made landfall as a Category 3 hurricane near the south end of Hutchinson Island, nearly coincident with the landfall point of Hurricane Frances only 3 weeks before. After landfall Jeanne initially moved along a track like Frances, just north of Lake Okeechobee as it weakened to a tropical storm then it turned to the northwest and moved over the northwest Florida. Although slightly smaller and stronger than Hurricane Frances, winds and pressures over southeast Florida were remarkably like Frances. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast. Property damage from storm surge and winds at the coast occurred to condos, marinas, piers, seawalls, bridges, and docks, as well as to boats and a few coastal roadways. Preliminary property damage in southeast Florida is estimated at \$330 million, including \$50 million in Broward. Florida Power and Light reported outages occurred to 165,900 customers in Broward County.

August 25, 2005, Hurricane Katrina

Hurricane Katrina made landfall as a Category 1 hurricane along the southeast Florida coast. The center of the 25-mile-wide eye of Katrina made landfall near the Broward/Miami-Dade County border then moved toward the southwest across central and southwest Miami-Dade County, passing directly over the National Weather Service (NWS) Office in Sweetwater. Katrina weakened to a tropical storm before exiting the Florida peninsula into the Gulf of Mexico then quickly regained hurricane strength (and would later strike the Mississippi and Louisiana coast). Maximum sustained winds measured at the NWS Automated Surface Observing System (ASOS) sites included 60 miles per hour at Fort Lauderdale-Hollywood International Airport. The maximum ASOS-measured peak wind gusts included 82 miles per hour at Fort Lauderdale-Hollywood International Airport, and other unofficial peak wind gust measurements included 92 miles per hour at Port Everglades. Mostly minor beach erosion and isolated incidence of coastal flooding were observed. Total damage in South Florida was estimated at around \$100 million. Wind damage was mainly to vegetation, signs, and watercraft. Winds and flooding combined caused an estimated \$423 million in losses to agriculture and nurseries.



Hurricane Wilma caused extensive damage throughout Broward County.

October 24, 2005, Hurricane Wilma

Hurricane Wilma made landfall as a Category 3 storm on the southwest Florida coast between Everglades City and Cape Romano in Collier County. Wilma exhibited a very large 55- to 65-mile-wide eye while crossing the state, and the eye

covered large portions of South Florida, including most of Broward County with maximum sustained winds of 125 miles per hour and an estimated minimum central pressure of 950 millibars. The highest recorded gusts were in the 100-120 miles per hour range.

An interesting and revealing aspect of Wilma was the wind field in the eye wall. The winds on the back (south/west) side of the eye wall were as strong, if not stronger, than those on the front (north/east) side. This goes against the common, but sometimes erroneous, belief that the strongest winds in a hurricane are always in the right-front quadrant of the storm. This occurred over much of South Florida, and likely contributed to the heavier damage across Broward and Palm Beach counties compared to slightly lesser damage across much of Miami-Dade and Collier counties.

Wilma moved rapidly northeast across the state, with an average forward speed of 25 miles per hour, exiting the east coast over northeastern Palm Beach County near Palm Beach Gardens on the morning of October 24th as a Category 2 hurricane with maximum sustained winds of around 105 miles per hour. Damage was widespread, with large trees and power lines down virtually everywhere. Structural damage was heaviest in Broward and Palm Beach counties where roof damage and downed or split power poles were noted. The hurricane particularly affected older structures in downtown Ft. Lauderdale like the Broward County Courthouse, School Board Building, and other tall office buildings constructed before the post-Hurricane Andrew-era of more stringent wind protection standards. The glass façades of several downtown buildings, including the Templeton Building, were sheared off. Hurricane Wilma caused \$20.6 billion worth of damage in Florida.

October 5, 2016, Hurricane Matthew

Hurricane Matthew was a powerful and devastating tropical cyclone which became the first Category 5 Atlantic hurricane since 2007. The thirteenth named storm, fifth hurricane and second major hurricane of the 2016 Atlantic hurricane season, Matthew wrought widespread destruction and catastrophic loss of life during its journey across the Western Atlantic. A total of 47 deaths have been attributed to the storm in Florida. Although Broward County did not take a direct hit from Matthew, 8,980 Florida Power and Light customers lost power as the storm passed to the east, and while damage was primarily confined to the coast, Matthew caused widespread debris and flooding.

September 10, 2017, Hurricane Irma

Hurricane Irma was an extremely powerful Cape Verde hurricane that caused widespread destruction across its path. Irma was the first Category 5 hurricane to strike the Leeward Islands on record, followed by Maria two weeks later. It was the ninth named storm, fourth hurricane, second major hurricane, and first Category 5 hurricane of the 2017 season. Irma caused widespread and catastrophic damage, particularly in the Florida Keys, and was the first major hurricane to make landfall in Florida at since Wilma in 2005. Irma made landfall in Cudjoe Key at 1:00 PM on September 10 as a Category 4 with winds of 130 mph. After passing over land and reentering the Gulf of Mexico, it made another landfall in Marco Island as a weakened Category 3. Once Irma had moved inland, it began to accelerate to the north-northwest, while rapid weakening began to occur due to the increasing wind shear, land interaction, and dry air, with the storm falling below Category 3 intensity hours after landfall. Passing east of Tampa as a weakening Category 1 hurricane around 06:00 UTC on September 11, Irma continued to weaken as most of the deep convection became more spread out towards the northern semi-circle of the circulation –

though it retained a large wind field, with most of Florida experiencing gale-force winds. Broward County experienced Category 1-2 wind conditions and wave inundation of approximately 3 feet. Minor beach erosion occurred along the Broward County coastline. In addition, Broward County had 21 fatalities, the most of any county in Florida. Among those deaths were 12 people at a nursing home in Hollywood. The patients died from the heat worsened by a lack of air conditioning.

October 10, 2018, Hurricane Michael

Hurricane Michael was a very powerful and destructive cyclone that became the first Category 5 hurricane to make landfall in the contiguous United States since Andrew in 1992. It was the third most intense Atlantic hurricane to make landfall in the contiguous United States in terms of pressure, behind the 1935 Labor Day hurricane and Hurricane Camille in 1969. Michael was the thirteenth named storm, seventh hurricane, and second major hurricane of the 2018 Atlantic hurricane season. As it approached the Florida panhandle, it reached Category 5 status with peak winds of 161 mph and made landfall near Mexico Beach on October 10th.

August 28, 2019, Hurricane Dorian

Hurricane Dorian was an extremely powerful and catastrophic Category 5 Atlantic hurricane. It was also one of the most powerful hurricanes recorded in the Atlantic Ocean, with its winds peaking at 185 mph. Dorian was the fourth named storm, second hurricane, the first major hurricane, and the first Category 5 hurricane of the 2019 Atlantic hurricane season. In preparation for the storm, several states including Florida declared state of emergency, with many coastal counties issuing mandatory evacuation orders. After striking the Bahamas and weakening considerably, Dorian began moving northwestward on September 3, parallel to the east coast of Broward County. Dwindling in strength, the hurricane turned to the northeast the next day and made landfall on Cape Hatteras as a Category 2 on September 6.

September 14, 2020, Hurricane Sally

Hurricane Sally is remembered as a destructive and slow-moving Atlantic hurricane. It was the eighteenth named storm and the seventh hurricane of the 2020 Atlantic hurricane season. In South Florida including Broward County, heavy rain led to localized flash flooding. The area between Mobile, Alabama and Pensacola-Gulf Breeze, Florida were impacted the most severely with widespread wind damage, storm surge flooding, and over 30 inches of rainfall within a 48-hour period.

September 23, 2022, Hurricane Ian

Hurricane Ian was the third-costliest weather disaster on record, and the deadliest hurricane to strike Florida since the 1935 Labor Day hurricane. It was the ninth named storm, the fourth hurricane, and the second major hurricane of the 2022 Atlantic hurricane season. Ian was the strongest hurricane to strike Florida since Hurricane Michael in 2018. It became a high-end Category 4 hurricane with sustained winds up to 155 mph early on September 28, while progressing towards the west coast of Florida. Ian made landfall just below peak intensity in southwest Florida on Cayo Costa Island. It was the 5th-strongest hurricane on record to make landfall in the contiguous United States. Ian caused 149 deaths in Florida and caused catastrophic damage with losses estimated to be \$113 billion. Much of the damage was from flooding brought about by a storm surge of 10–15 ft. The cities of Fort Myers, Cape Coral, and Naples were particularly hard hit, leaving millions without power and numerous inhabitants forced to climb to their roofs to escape the flood waters. Sanibel

Island, Fort Myers Beach, and Pine Island were decimated by the storm surge, which destroyed nearly all standing structures and damaged both the Sanibel Causeway and the Matlacha bridge to Pine Island, entrapping those left on the islands for several days. Across South Florida, peak winds were in the 45-70 mph range. A total of 13 reported tornadoes were spawned by Ian on Tuesday, September 27th and early on Wednesday, September 28th as it was approaching the Southwest Florida coast. The strongest was an EF-2 in the Delray Beach area of Palm Beach County. In Broward County, Ian spawned at least two tornadoes, one of which damaged several aircraft at North Perry Airport. Total rainfall amounts from 8 AM on September 26th to 8 AM on September 29th ranged from 4-10 inches across southern Florida. The highest rainfall amounts occurred in the day or two leading up to Ian's landfall. The highest amount was over western metro Broward County, ranging from 8-10 inches.

November 10, 2022, Hurricane Nicole

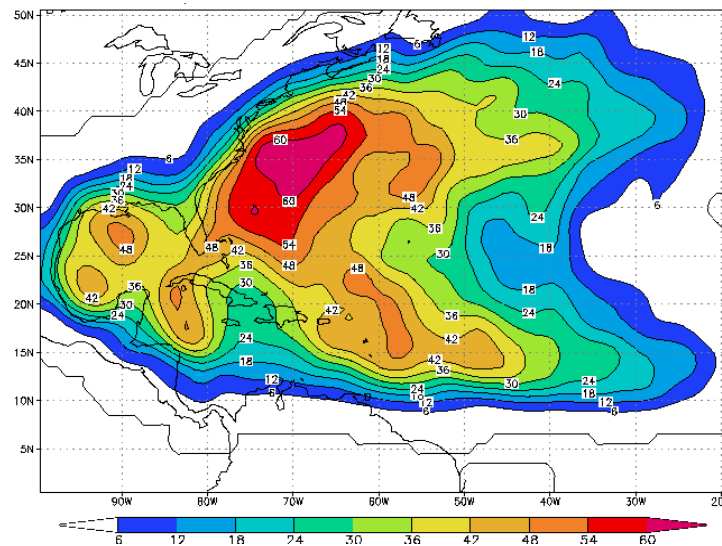
After moving over Great Abaco and Grand Bahama islands, Hurricane Nicole turned to the northwest as it approached Florida. It made landfall on at 3 AM on November 10th south of Vero Beach as a Category 1 hurricane. Nicole's large wind field produced tropical storm force winds along the Southeast Florida Coast including Broward County. The highest sustained winds ranged from 40-45 mph across the coastal sections of Broward County, with a peak measured sustained wind of 43 mph at Dania Pier at 3:50 AM on November 9th. The highest measured wind gust was 59 mph at Dania Pier at 10:15 PM on November 8th. Wind damage was minor, and a total of 13,790 customers lost power across all of Broward County. Tidal flooding and beach erosion occurred from Miami-Dade County north through the Palm Beaches. Across Southeast Florida, total rainfall ranged from 3-5 inches.

Probability and Extent of Future Events

The probability of future tropical storm/hurricane events in Broward County is considered highly likely. According to statistical data provided by the National Hurricane Center, the annual probability of a hurricane and tropical storm affecting the area is between 48 and 54% per year. This empirical probability is consistent with other scientific studies and observed historical data made available through a variety of federal, state, and local sources. Additional data made available through NOAA indicate that the return period for a Category 3 hurricane in Broward County is between 9 and 15% per year. In the future Broward County could be expected to be hit by tropical storms/hurricanes with wind speeds up to 160 mph and storm surge with storm tide heights up to 9.5 feet and inundation depths up to 6.5 feet at Moffett Street/NE 14th Avenue in Hallandale Beach [from the 2010 Florida Statewide Regional Evacuation Study Program Storm Tide Atlas for Broward].

Figure 4.10 shows for any location what the chance is that a tropical storm or hurricane will affect the area sometime during the Atlantic hurricane season. This illustration was created by the National Oceanic and Atmospheric Administration's Hurricane Research Division using data from 1944 to 1999 and counting hits when a storm or hurricane was within approximately 100 miles (165 km) of each location.

Figure 4.10: Empirical Probability of a Named Hurricane or Tropical Storm



Source: National Oceanic and Atmospheric Administration, Hurricane Research Division

Table 4.17 profiles the potential peak gust wind speeds in miles per hour (MPH) that could be expected in Broward County during a hurricane event for various return periods.

Table 4.16: Average Expected Hurricane Wind Speeds (Peak Gust) by Jurisdiction

Jurisdiction	Wind Speed [MPH] vs. Return Periods [Year]						
	10	20	50	100	200	500	1000
Coconut Creek	85	103	120	131	140	152	161
Cooper City	85	103	121	132	142	154	162
Coral Springs	85	102	120	131	140	152	161
County Regional Facility	85	103	121	132	142	154	163
Dania Beach	85	104	122	132	143	155	164
Davie	85	103	121	132	142	154	162
Deerfield Beach	86	103	120	131	141	154	162
Fort Lauderdale	81	104	121	132	142	154	163
Hallandale Beach	86	104	122	133	143	156	165
Hillsboro Beach	87	104	122	133	142	155	164
Hollywood	85	104	122	133	143	155	164
Lauderdale-By-The-Sea	86	104	121	133	142	155	163

Jurisdiction	Wind Speed [MPH] vs. Return Periods [Year]						
	10	20	50	100	200	500	1000
Lauderdale Lakes	85	103	121	131	141	154	162
Lauderhill	85	103	120	131	141	153	162
Lazy Lake	86	104	121	132	142	155	163
Lighthouse Point	86	104	121	132	142	155	164
Margate	85	103	120	131	140	153	161
Miramar	85	103	121	133	142	155	164
North Lauderdale	85	103	120	131	141	153	161
Oakland Park	85	103	121	132	142	154	162
Parkland	85	102	120	131	140	152	160
Pembroke Park	85	104	122	133	143	156	165
Pembroke Pines	85	103	121	132	142	155	163
Plantation	85	103	121	131	141	153	162
Pompano Beach	86	103	121	132	141	154	163
Sea Ranch Lakes	86	104	122	133	143	155	164
Seminole Tribe of Florida	85	103	121	132	142	154	163
Southwest Ranches	85	103	120	131	141	153	161
Sunrise	85	103	120	131	141	153	161
Tamarac	85	103	120	131	141	153	161
Broward Municipal Services Districts	85	103	120	131	141	153	161
West Park	85	104	122	133	143	156	165
Weston	85	102	120	131	140	152	160
Wilton Manors	85	103	121	132	142	154	163

Source: Hazus-MH MR5 Scenario Based on Hurricane Wilma

Vulnerability Assessment

Two methods were utilized to estimate potential losses caused by tropical cyclones. Hazus-MH was utilized to conduct a loss estimation analysis for hurricane wind, while a separate GIS-based analysis was completed for storm surge inundation using NOAA's SLOSH data in combination with Broward County's local tax assessor records. These analyses are more thoroughly described earlier in this section under "risk assessment methods," and the results are provided below. See Appendix J for information on housing vulnerability to hurricane wind.

Hurricane Wind

Hazus-MH wind speed data, inventory and damage functions, and methodology were used to determine the annual expected losses due to hurricane wind. **Table 4.18** shows annualized property losses and annualized percent loss ratios by jurisdiction.

Table 4.17: Potential Annualized Losses by Jurisdiction (Hurricane Wind)

Jurisdiction	Total Exposure	Annualized Losses For Residential Buildings at Risk	Annualized Losses For Commercial Buildings at Risk	Total Annualized Expected Property Losses	Annualized Percent Loss Ratio
Coconut Creek	\$3,061,603,270	\$20,077,953	\$2,701,953	\$22,779,906	0.85%
Cooper City	\$1,943,657,150	\$14,283,112	\$945,406	\$15,228,518	0.85%
Coral Springs	\$8,134,798,700	\$50,443,688	\$58,811,868	\$59,255,556	0.81%
Dania Beach	\$1,878,435,580	\$11,253,369	\$4,220,747	\$15,474,116	1.02%
Davie	\$6,711,031,880	\$53,307,442	\$6,752,467	\$60,059,909	1.05%
Deerfield Beach	\$5,161,599,440	\$29,645,076	\$5,872,001	\$35,517,077	0.85%
Fort Lauderdale	\$22,130,694,710	\$131,927,103	\$37,961,493	\$169,888,596	0.88%
Hallandale Beach	\$3,836,691,130	\$38,926,804	\$3,890,859	\$42,817,663	1.16%
Hillsboro Beach	\$810,574,300	\$9,378,275	\$81,263	\$9,459,538	1.17%
Hollywood	\$10,029,588,340	\$65,836,859	\$13,482,769	\$79,319,628	0.91%
Lauderdale-By-The-Sea	\$1,739,928,950	\$16,193,293	\$806,623	\$16,999,916	0.98%
Lauderdale Lakes	\$1,152,461,750	\$7,078,126	\$1,087,491	\$8,165,617	0.85%
Lauderhill	\$2,492,601,430	\$15,717,939	\$1,905,096	\$17,623,035	0.83%
Lazy Lake	\$4,107,550	\$32,860	\$0	\$32,860	0.80%
Lighthouse Point	\$1,261,700,120	\$10,140,074	\$730,255	\$10,870,329	0.87%
Margate	\$2,296,212,030	\$12,990,439	\$2,155,018	\$15,145,457	0.74%
Miramar	\$7,475,638,380	\$64,704,961	\$6,742,450	\$71,447,411	1.07%
North Lauderdale	\$1,260,435,790	\$8,191,643	\$872,629	\$9,064,272	0.83%
Oakland Park	\$2,473,754,560	\$12,110,730	\$3,279,496	\$15,390,226	0.79%
Parkland	\$2,682,321,260	\$21,170,976	\$426,482	\$21,597,458	0.86%
Pembroke Park	\$404,154,300	\$1,362,551	\$513,828	\$1,876,379	1.12%
Pembroke Pines	\$10,247,846,250	\$83,973,781	\$11,133,727	\$95,107,508	1.00%
Plantation	\$6,803,128,100	\$41,173,210	\$9,405,538	\$50,578,748	0.82%
Pompano Beach	\$8,981,181,420	\$53,315,183	\$7,475,290	\$60,790,473	0.88%
Sea Ranch Lakes	\$110,763,020	\$927,402	\$113,770	\$1,041,172	0.94%
Southwest Ranches	\$890,133,450	\$7,821,244	\$324,963	\$8,146,207	1.11%
Sunrise	\$5,308,400,300	\$24,191,394	\$10,316,132	\$34,507,526	0.80%
Tamarac	\$3,283,696,510	\$20,394,375	\$2,363,439	\$22,757,814	0.76%
Broward Municipal Services Districts	\$1,106,396,610	\$3,155,168	\$1,911,498	\$5,066,666	0.98%
West Park	\$331,537,990	\$1,848,026	\$364,252	\$2,212,278	0.84%
Weston	\$6,490,572,820	\$60,142,219	\$5,392,299	\$65,534,518	1.09%
Wilton Manors	\$941,493,080	\$6,845,365	\$940,569	\$7,785,934	0.82%
TOTAL	\$131,437,140,170	\$898,560,640	\$152,981,671	\$1,051,542,311	0.92%

Source: Broward County Property Appraiser and Hazus-MH MR2, FEMA's National Risk Index, 2022

According to FEMA's National Risk Index, the Expected Annual Loss from hurricanes in Broward County is \$9.9M, with a total exposure of \$13T. While the Historic Loss Ratio is Very Low, Broward

County's Expected Annual Risk Score for hurricanes is Relatively High at 26.68. The Risk Index Score for hurricanes is 28.91.

Future Risk Conditions Influencing Hurricane Wind Speeds

Climate change will have an impact on future hurricane wind speeds. While the impacts of sea level rise are discussed in greater detail in a subsection dedicated to this subject in Chapter 4, the following results of climate change and sea level rise, will impact storm surge levels in Broward County.

In conclusion, the impacts of climate change will likely exacerbate the severity of future hurricane events. One interesting factor from the 2011 SFWMD report is that, due to increased wind shear over the Atlantic basin, that the number of tropical storms and hurricanes may decrease 6-34%.

Storm Surge

The level of exposure and potential loss estimates for storm surge were generated based on inundation zones derived from the 2014 NOAA SLOSH data described earlier in this section (and shown in Map 4.9) in combination with Broward County's geo-referenced parcel data and tax assessor records. To complete the analysis, every individual land parcel that is located wholly or partially within a storm surge inundation zone for a Category 3 storm event was identified, by jurisdiction. This analysis is intended for use as a general planning tool to provide reasonable estimates of potential at-risk properties using best available geo-referenced data. It is important to note that while using best readily available data, this GIS-based assessment does not consider certain unknown site-specific factors that may mitigate future storm surge losses on a building-by-building basis (such as elevation, surrounding topography, flood-proofing measures, structural projects, etc.).

The objective of the GIS-based analysis is to calculate the total building value of all potentially at-risk properties in Broward County, by jurisdiction. Annualized loss estimates were then calculated based on the assumption of total building loss (worst case scenario) for those properties expected to be inundated during a Category 3 storm event based on the NOAA SLOSH data. In so doing, total exposed building value for each jurisdiction was multiplied by .09 (9% annual chance for Category 3 hurricane based on NOAA probability data⁷). The results of the GIS-based storm surge analysis for Broward County are provided in **Table 4.18**.

Future Risk Conditions Influencing Storm Surge Levels

The impacts of climate change and the associated sea level rise will have considerable impact on future storm surge levels. While the impacts of sea level rise are discussed in greater detail in a subsection dedicated to this subject later in Chapter 4, the following results of climate change and sea level rise, as documented by the 2011 SFWMD report, will impact storm surge levels in Broward County:

7 While NOAA probability data indicate the annual percent chance of a Category 3 event in Broward County is between 9 and 15%, the lower figure of 9% was utilized based on the lower likelihood of all conditions (storm direction and speed, tidal cycle, etc.) necessary for what would be considered a maximum "worst case" storm surge event.

- Inundation of coastal properties by higher sea level and reduced effectiveness of existing storm surge barriers in Broward County
- Higher storm surge levels

In conclusion, the impacts of climate change, global warming, and sea level rise will likely exacerbate the severity of future storm surge events. Thus, this hazard is considered highly likely to occur. Additional factors that could mitigate storm surge include the construction of additional structures on the canal system closer to the Atlantic Ocean that would block even more inland storm surge penetration via the canals. One interesting factor from the 2011 SFWMD report is that, due to increased wind shear over the Atlantic basin, that the number of tropical storms and hurricanes may decrease 6-34%. For more information about climate change, refer to the "Sea Level Rise/Climate Change" part in this section (starting p.138) and the Economic Hot Spot Profiles of Chapter 5.

Table 4.18: Total Building Value of At-Risk Properties by Jurisdiction (Based upon a Category 3 Storm Surge)

Jurisdiction	Number of At-Risk Properties	Total Building Value	Annualized Loss Estimate
Coconut Creek	0	\$0.00	\$0.00
Cooper City	0	\$0.00	\$0.00
Coral Springs	0	\$0.00	\$0.00
Dania Beach	984	\$709,977,650.00	\$63,897,988.50
Davie	246	\$982,643,980.00	\$88,437,958.20
Deerfield Beach	648	\$251,459,500.00	\$22,631,355.00
Fort Lauderdale	9900	\$10,535,176,680.00	\$948,165,901.20
Hallandale Beach	1080	\$714,584,710.00	\$64,312,623.90
Hillsboro Beach	75	\$239,122,050.00	\$21,520,984.50
Hollywood	3018	\$2,262,823,000.00	\$203,654,070.00
Lauderdale-By-The-Sea	620	\$287,203,020.00	\$25,848,271.80
Lauderdale Lakes	1	\$13,711,430.00	\$1,234,028.70
Lauderhill	9	\$26,876,130.00	\$2,418,851.70
Lazy Lake	0	\$0.00	\$0.00
Lighthouse Point	1870	\$1,119,906,350.00	\$100,791,571.50
Margate	0	\$0.00	\$0.00
Miramar	0	\$0.00	\$0.00
North Lauderdale	0	\$0.00	\$0.00
Oakland Park	996	\$393,705,300.00	\$35,433,477.00
Parkland	0	\$0.00	\$0.00
Pembroke Park	13	\$41,521,890.00	\$3,736,970.10
Pembroke Pines	0	\$0.00	\$0.00
Plantation	26	\$49,479,510.00	\$4,453,155.90

Jurisdiction	Number of At-Risk Properties	Total Building Value	Annualized Loss Estimate
Pompano Beach	4040	\$1,511,731,930.00	\$136,055,873.70
Sea Ranch Lakes	90	\$88,171,610.00	\$7,935,444.90
Southwest Ranches	0	\$0.00	\$0.00
Sunrise	0	\$0.00	\$0.00
Tamarac	6	\$554,410.00	\$49,896.90
Broward Municipal Services Districts	31	\$1,286,029,070.00	\$115,742,616.30
West Park	0	\$0.00	\$0.00
Weston	0	\$0.00	\$0.00
Wilton Manors	1300	\$514,007,610.00	\$46,260,684.90
TOTAL	24953	\$21,028,685,830.00	\$1,892,581,724.70

Sources: Broward County Property Appraiser GIS; July 2017 Download of NOAA SLOSH Model Data

Hydrologic Hazards

For the purposes of this vulnerability assessment hydrologic hazards are defined as events or incidents associated with water related damage. Hydrologic hazards account for over 75% of Federal disaster declarations in the United States, with annual costs averaging billions of dollars. Hydrologic hazards included in this section are coastal erosion, drought, flood, and rip current.

Coastal Erosion

Background

Coastal erosion is measured as the rate of change in the position of the shoreline or a reduction in the volume of sand along a shoreline over a period. The root cause of beach erosion is a deficit of sand in the littoral system (region between the limits of high and low tides), caused by development on or adjacent to beaches, removal of dunes, damming of rivers, and/or blockage of the alongshore movement of sand by groins, jetties, or stabilized inlets. Significant short-term fluctuations of shoreline position and sand volume can result from storms-driven waves, but chronic erosion is an effect of a shortage of sand combined with storms and disruption of sand movement. Natural recovery from erosion can take months or years, and in a sand-starved beach system, may never occur. If a beach and dune system does not recover naturally, coastal and upland property may be exposed to further damage in subsequent storm events. Death and injury are not often associated with coastal erosion; however, it can cause the destruction of buildings and infrastructure.

Most Broward County beaches are subject to periodic beach renourishment, which is the mechanical infusion of sand from sources relatively remote from the beach. Historically, the County's beach renourishment program is a partnership of local government, the State of Florida, and the Federal Government through the US Army Corps of Engineers. Since 1970, nearly 11 million cubic yards of sand has been placed on approximately 12 of the County's 24 miles of

beach in 10 partnered projects. Broward County's shoreline is fully developed, with little of the original dune systems intact. The County strives to maintain a berm (beach) width of approximately 50-100 feet, which provides the minimally adequate level of both recreational beach space and storm wave protection for upland development. The beach is subject to 2 types of weather hazards: northeasterly low-pressure systems (nor'easters) and tropical systems. The Florida Department of Environmental Protection has estimated that 21.3 of the 24 miles of Broward County's beaches are critically eroded.⁸ Three critical erosion areas (21.3 miles) are specifically identified.

1. Segment I: The south end of Deerfield Beach and the entire Town of Hillsboro Beach along northern Broward County is a 3.2 mile long critically eroded area (R6-R23). Private development is vulnerable throughout this area. Some seawalls exist in Hillsboro Beach and a boulder mound groin field exists along the Deerfield Beach shoreline. In 2011, the cities of Hillsboro Beach and Deerfield Beach completed a beach renourishment project for the southern 500 feet of Deerfield Beach and the northern 5,750 feet for Hillsboro Beach. The "Hillsboro-Deerfield Beach Renourishment Project" placed 340,000 cubic yards of sand on these beaches.⁹
2. Segment II: South of Hillsboro Inlet and extending for 10 miles along Pompano Beach, Sea Ranch Lakes, Lauderdale-By-The-Sea, and Ft. Lauderdale is a continuous critically eroded area (R25-R77) that threatens development and recreational interests including State Road A1A. A beach restoration project has been constructed at Pompano Beach and Lauderdale-By-The-Sea, and inlet sand transfer is ongoing at Hillsboro Inlet. Numerous bulkheads and retaining walls also exist along this stretch of coast.
3. The Segment II Renourishment Project was completed in 2016. Approximately 750,000 cubic yards sand was delivered between Hillsboro Inlet and Broward County's Port Everglades with sand placement along 4.9 miles of shoreline. The renourishment focused on Lauderdale-by-the-Sea, Pompano Beach, and Fort Lauderdale beaches to restore the beaches and increase protection to shoreline, upland development from potential storms.
4. Segment III: Along the southern beaches of Broward County starting just south of the entrance to Port Everglades are critically eroded areas (R86-R128) that threaten recreational interests at John U. Lloyd State Park and development and recreational interests along the communities of Dania Beach, Hollywood, and Hallandale Beach. "Segment III of the Broward County Beach Erosion Control Project", which was completed in 2006 with sand placement along 6.2 miles of beaches from the Broward County line in Hallandale Beach to the John Lloyd State Park. The project also included the cities of

⁹ www.townofhillsborobeach.com

Hollywood and Dania Beach and involved the placement of 1.7 million cubic yards of sand.¹⁰

5. Segment II and Segment III reaches were approved for restoration by the U.S. Army Corps of Engineers as Flood Control & Coastal Emergency FCCE projects following the impacts of Hurricane Irma in 2017. Restoration of Segment II was completed Spring 2022 with placement of approximately 394,400 cubic yards of sand material. Restoration of Segment III commenced in 2021 with completion anticipated in 2024. This project includes approximately 884,000 cubic yards of sand placement along Segment III coastline.

Historical Occurrences

According to the National Climatic Data Center, there were 11 major climatological incidents that resulted in beach erosion in eighteen years, between 1998 and 2016. Broward County's beaches are more susceptible to erosion during nor'easter storm season and hurricane season, which run from October 1 to March 31 and June 1 to November 30, respectively. Most of the historical occurrences of tropical systems have been in September or November, with nor'easters common during the period November through March.

Some of the more notable historical events are described below:

November 1998 Tropical Storm Mitch

Tropical Storm Mitch, once a powerful Category 5 storm, crossed South Florida at Monroe and Palm Beach counties at tropical storm strength. The storm caused gusty winds, severe thunderstorms, tornadoes, and beach erosion.

September 13–22, 1999 Hurricane Floyd

Hurricane Floyd was an enormous Category 4 storm that skirted the southeast Florida coast with minimal effects, mostly to marine interests. The storm surge ranged from 3.3 feet above normal in Palm Beach County to 1.5 feet above normal in Miami-Dade County, causing mostly coastal flooding and minor beach erosion.

November 2001 Coastal Flooding resulting from Hurricane Michelle

Nearly a week of moderate to strong onshore winds, culminating with the approach of Hurricane Michelle, produced coastal flooding from Hollywood Beach to Hallandale Beach. Beach erosion in Broward, Palm Beach, and Miami-Dade counties during the entire event was moderate to locally severe. Costs for remediation of beach erosion from the event were estimated at over \$10 million, and property damage was estimated at \$20,000.

September 5, 2004, Hurricane Frances

Hurricane Frances made landfall at Sewall's Point in Martin County as a Category 2 hurricane. Frances moved farther inland just north of Lake Okeechobee and weakened to a tropical storm before crossing the entire Florida Peninsula and exiting into the Gulf of Mexico just north of Tampa. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast, resulting in beach erosion.

¹⁰ www.broward.org/beachrenourishment

September 26, 2004, Hurricane Jeanne

Hurricane Jeanne made landfall as a Category 3 hurricane near the south end of Hutchinson Island, nearly coincident with the landfall point of Hurricane Frances nearly three weeks before. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast, resulting in beach erosion.

2004 Nor'easter

Nor'easter caused beach erosion in Broward County.

August 25, 2005, Hurricane Katrina

Hurricane Katrina made landfall as a Category 1 hurricane along the southeast Florida coast. Mostly minor beach erosion and isolated incidence of coastal flooding were observed.

October 24, 2005, Hurricane Wilma

Hurricane Wilma made landfall as a Category 3 hurricane on the southwest Florida coast, traversing west to east and covering most of Broward County. Minor to moderate beach erosion occurred along the Broward County coastline.

October 28, 2012, Hurricane Sandy

Hurricane Sandy passed by South Florida as a Category 1 hurricane, through the Bahama islands. Although Sandy did not make landfall in Florida, the storm caused great tidal swells along the coastline of Broward County. These swells caused beach erosion and large-scale flooding along A1A highway, causing A1A's collapse and subsequent restoration project.

September 10, 2017, Hurricane Irma

Hurricane Irma made landfall as a Category 4 hurricane at the Florida Keys, moving north on the west coast of Florida. Broward County experienced Category 1/2 wind conditions and wave inundation of approximately 3 feet. Minor beach erosion occurred along the Broward County coastline.

Probability and Extent of Future Occurrences

The probability of future erosion along the Broward County coastline is considered "highly likely" due to a chronic scarcity of sand in the littoral system. Beaches in Hallandale Beach, Hollywood, Dania Beach, Lauderdale-By-The-Sea, and Pompano Beach have historically participated in federal, state, and locally cost-shared beach nourishment programs, and other beaches, such as Deerfield Beach and the Town of Hillsboro Beach, have conducted small-scale beach fill projects using municipal, state, and federal funds. In the future, Broward County could be expected to engage in more frequent, smaller scale beach re-nourishment projects approximately every 4-5 years, anticipating the need for more frequent beach supplement than provided by the typical design life of historic projects. Additionally, the potential in future construction of a sand bypass system at Port Everglades inlet will promote the natural transport of sand along the County's shoreline. Rates of erosion vary greatly amongst different parts of the Broward coastline and would be impossible to summarize.

Future Risk Conditions Influencing Coastal Erosion Rates

The impacts of climate change and the attendant sea level rise will have a significant impact on future coastal erosion rates due to the following likely factors of future sea levels and coastal storms:

- Inundation of coastal properties by higher sea level and likely overtopping and submersion of existing coastal erosion control structures
- Higher storm surge levels

Vulnerability Analysis

Most of Broward County's 24 miles of coastline are vulnerable to erosion. There are 3 specific areas in Broward County that are critically eroded: 1) the south end of Deerfield Beach and the entire Town of Hillsboro Beach, 2) the area south of Hillsboro Inlet and extending for 10 miles along Pompano Beach, Sea Ranch Lakes, Lauderdale-By-The-Sea, and Ft. Lauderdale, and 3) the area along the southern 8.1 miles of Broward County south of Port Everglades.

Many Broward County beaches are actively eroding, while others are relatively stable but of inadequate dimensions to provide storm protection and recreational beach space. Factors which contribute to the vulnerable condition of the County's beaches include the unmitigated erosive influence of stabilized inlets, encroaching development, storms, and removal of historic dunes. To address this vulnerability, Broward County has been engaged in shore protection and beach nourishment efforts since the early 1960's. These projects, mostly funded by a partnership of federal, state, and local government agencies, have performed as designed, in most cases exceeding their design life of 10 to 12 years. The current Broward County Beach Management Program is a comprehensive plan to replace beach sand where it is needed, to stabilize with structures the most erosive stretch of beach, and, by means of inlet sand bypassing, to "feed" those beaches which are sand starved because of the presence of stabilized inlets. Restoring the historical southward migration of sand, in combination with the other elements of the program, will reduce the extent and frequency of beach nourishment projects and provide a nearly sustainable beach many miles downstream, especially in the Broward communities of Dania Beach, Hollywood, and Hallandale Beach.

Prior studies conducted for predecessors of the County's Natural Resource Division have identified the economic rationale for engaging in shore protection and beach nourishment activities. There are also environmental benefits as the beaches are also a primary nesting ground for threatened and endangered sea turtles and are an important habitat for several plant and animal species. Economically, according to prior studies, beaches are critical to Broward County considering the following factors:

- Broward's beaches attract 7.2 million visitors a year, who spend \$422 million annually in Broward County.
- Broward's beaches contribute \$548 million annually to Broward County's economy, including the creation and sustenance of 17,700 full-time equivalent jobs in the County.
- Broward's beaches add \$1.4 billion to County property values.
- As a result of the beaches, local government tax revenues are increased by \$29 million annually, of which the largest beneficiary is the Broward School District, which collects about \$10 million annually because of the beaches.

- Broward's beaches result in an \$803 million annual input to southeast Florida regional economy and create 26,000 jobs in the region.
- Out-of-State visitors to Broward's beaches have a \$598 million annual impact on the economy of the State of Florida, create 19,000 jobs in the state, and produce \$19 million in annual state tax revenues.
- More than 60% of overnight tourists said that they would not have come to Broward County if there were no beaches, and a further 14.3% said they would come less frequently.
- Broward's beaches protect over \$4 billion in upland property, structures, and infrastructure.
- In Florida, beaches protect \$150 billion in shorefront structures and infrastructure.
- Florida's beaches alone result in an annual increase of about a half billion dollars annually in Federal income tax revenues.
- Florida's beaches attract 2 million international tourists, who spend about \$1.1 billion annually in the state.

Drought

The likelihood that Broward County will experience a severe Drought is determined by the climatological conditions that are present. Due to the hazard of heat impact and an absence of rainfall, Broward could experience a severe Drought event. However, the four South Florida counties, in partnership with the South Florida Water Management District, have contingency plans to meet this challenge should it occur.

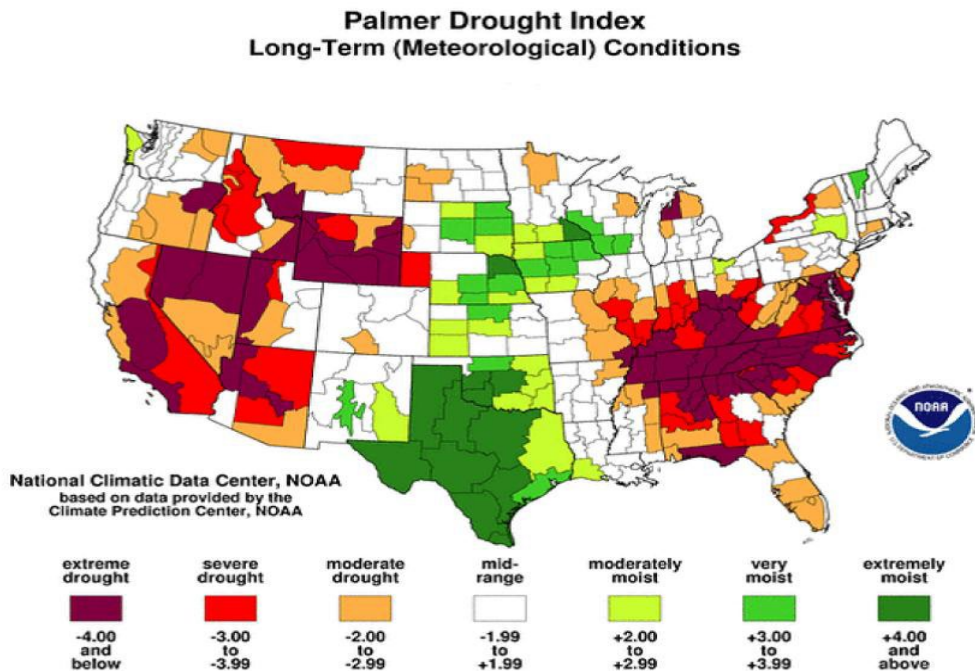
Background

Drought is a natural climatic condition caused by an extended period of limited rainfall beyond that which occurs naturally in a broad geographic area. High temperatures, high winds, and low humidity can worsen drought conditions, and can make areas more susceptible to wildfire. Human demands and actions can also hasten drought-related impacts.

Droughts are frequently classified as one of following 4 types: meteorological, agricultural, hydrological, or socio-economic. Meteorological droughts are typically defined by the level of "dryness" when compared to an average, or normal amount of precipitation over a given period. Agricultural droughts relate common characteristics of drought to their specific agricultural-related impacts. Hydrological drought is directly related to the effect of precipitation shortfalls on surface and groundwater supplies. Human factors, particularly changes in land use, can alter the hydrologic characteristics of a basin. Socio-economic drought is the result of water shortages that limit the ability to supply water-dependent products in the marketplace.

Figure 4.11 shows the Palmer Drought Severity Index (PDSI) Summary Map for the United States from 1895 to 1995. PDSI drought classifications are based on observed drought conditions and range from -0.5 (incipient dry spell) to -4.0 (extreme drought). As can be seen, the Eastern United States has historically not seen as many significant long-term droughts as the Central and Western regions of the country.

Figure 4.11: Palmer Drought Severity Index Summary Map for the United States



Source: National Climatic Data Center, NOAA

Drought typically impacts a large area that cannot be confined to any geographic boundaries; however, some regions of the United States are more susceptible to drought conditions than others. According to the 2017 Palmer Drought Severity Index (PDSI) Summary Map for the United States, South Florida is in a zone less than or equal to -2.9 (-2.9 indicating moderate drought conditions) meaning that moderate drought conditions are a relatively low to moderate risk for Broward County.

Drought conditions typically do not cause significant damage to the built environment, but rather drought effects are most directly felt by agricultural sectors. At times, drought may also cause community-wide impacts because of acute water shortages (regulatory use restrictions, drinking water supply, and saltwater intrusion).

There are a few agricultural areas in the county that have greater exposure to drought. According to the Broward County Property Appraiser data, the areas with the most agricultural land use were the municipalities of Parkland, Coconut Creek, and Southwest Ranches, as well as south of Weston and west of Cooper City. According to the Florida Department of Agriculture, there are

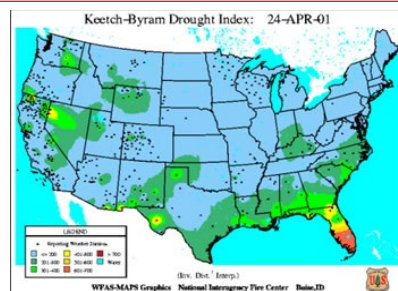
2,507 open acres and over 2.7 million greenhouse acres used for horticulture purposes. In urban Broward County, horticulture dominates the commercial agricultural production. Nursery production, landscape installation, landscape maintenance, and arboriculture account for over \$200 million in annual sales. Hundreds of firms employ thousands of individuals.¹¹

Water shortages during times of drought (and the degree of regulatory use restrictions) can have a potentially significant impact throughout Broward County and possibly higher economic costs for water supply. As a secondary effect, drought events increase the threat of wildfire in South Florida (and particularly the Everglades) which can also cause serious consequences, including the destruction of property.

Historical Occurrences

South Florida relies on its summer rains for its year-round water demands. According to the State of Florida Mitigation Plan, there have been 10 drought cycles in Florida (typically 2-year periods) since the year 1900. In Central and South Florida, severe droughts were reported in 1932, 1955–1957, 1961–1963, 1971–1972, 1973–1974, 1980–1982, 1985, 1988–1989, 1990, 2000–2001, 2006–2007, 2008–2009, and 2010–2011. According to the National Drought Mitigation Center, from January 1, 1850, to September 19, 2007, there were 134 reported drought impacts for Broward County. There were 17 agricultural, 34 fire, 32 water/energy, 18 social, and 21 other specific drought impacts. However, according to FEMA's National Risk Index, the Risk Index for Drought in Broward County as of 2022 is designated Relatively Low with a score of 7.99. Also, according to the Index, the Expected Annual Loss Score for drought is 7.04.

Throughout a drought cycle in South Florida in 2000–2001 rainfall amounts fell 30% below normal. During this time, Lake Okeechobee (Florida's largest source of fresh drinking water) set daily record-breaking lows. Similarly, groundwater levels declined and there were periods when below-average levels were reached across the region. In September 2000, the water shortage was becoming a threat to agricultural, environmental, and utilities' needs. In these times of drought, the use of well water for crop irrigation lowers the water table, which exposes the water table to saltwater intrusion and a serious compromise of drinking water supplies. Based on their concerns and on the precipitation forecast, the South Florida Water Management District (SFWMD) activated their Emergency Operations Center (EOC) to respond to the emergency situations more effectively. It operated approximately 12 hours a day and remained activated until July 2001.



The severity of the 2000–2001 drought in South Florida is highlighted in this static map of the Keetch-Byram Drought Index (April 24, 2001).

During 2006 to 2007 Broward County experienced extreme drought conditions. According to the Florida Department of Agriculture, drought caused \$100 million in crop damage and economic losses to Florida during this period, and the figure could rise tenfold over the next 2 years. On August 1, 2007, the lake level of Lake Okeechobee was 9.20 feet above sea level. This was the

¹¹ Broward County Extension.

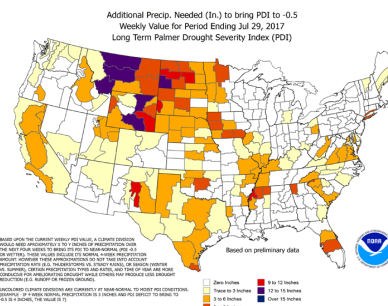
lowest level ever recorded during most of the 41 years between 1965 and 2005. Water levels were so low that chloride levels have been a concern in sentinel monitoring wells near well-fields in Hallandale Beach and Dania Beach.

The five-month period from November 2008 to April 2009 was the second driest on record for most South Florida locations. The driest winter on record over many locations in southeast Florida led to the onset of severe drought (D2) conditions. The level of Lake Okeechobee fell from 12.2 feet at the beginning of the month to 11.1 feet by the end of the month, which was 2.5 feet below normal levels. Normal conditions began to resume with the onset of the rainy season by the end of May 2009.

Continued dry weather from January-April 2011, coupled with long-term dryness going back to the previous summer, led to the expansion of severe drought conditions over South Florida. The period of October 2010 to February 2011 was the driest on record in the 80-year history of the SFWMD's records. This led to the continuation of extreme drought conditions (D3) over the eastern half of the peninsula. Underground water levels were in the lowest 10% of normal levels along the east coast and 10 to 30% of normal over interior and west coast areas. The level of Lake Okeechobee fell from 12.15 at the beginning of the month to 11.66 by the end of the month. This was about 2.5 feet below normal for April.

Probability and Extent of Future Events

The probability of future drought events in Broward County and South Florida is considered likely although such occurrences are typically not classified as severe in comparison to other regions. The effects, if any, of drought events on Broward County will depend on the severity and duration of drought conditions, water shortages, and the degree of regulatory water use restrictions. For a drought forecast for a future year, check the National Climatic Data Center website. Based on historical records, Broward County, in the future could be expected to be impacted by a drought ranging from severe to extreme every 10 years. As noted in the Climate Change section, the pattern of drought may change in the future. Any new historical trends should be addressed in future updates.



Future Risk Conditions Influencing Drought

The impacts of climate change, specifically the warming of the planet, will likely exacerbate the length and intensity of drought periods. Fluctuations between periods of greater than average and lesser than average rainfall are expected. Therefore, drought will continue to be a factor in the future and climate change will likely exacerbate cyclical drought conditions. The main impact for the County will be minimizing impacts to the public water supply and natural resources.

Vulnerability Assessment

To analyze the risk of the Broward County area to drought and estimate potential losses, 100 years of statistical data from the University of Nebraska was used (this data was developed by

the University based on Palmer Drought and Crop Severity Indices) as well as 2002 USDA agriculture data. A drought event frequency-impact was then developed to determine a drought impact profile on non-irrigated agriculture products and estimate potential losses due to drought in the area. **Table 4.20** shows annualized expected exposure to drought for Broward County.

Table 4.19: Annualized Expected Agricultural Product Market Value Exposed to Drought

County	Total Agricultural Products Exposure (2007 Dollars)	Annualized Loss	% Loss Ratio
Broward	\$85,288.00	Negligible	0.00%

*Negligible is less than \$5,000

Source: 2022 FEMA National Risk Index

Note: Total includes all incorporated jurisdictions within the County

Flood

Background

Flooding is the most frequent and costly natural hazard in the United States, a hazard that has caused more than 10,000 deaths since 1900. Nearly 90% of presidential disaster declarations result from natural events where flooding was a major component.

Floods are generally the result of excessive precipitation and can be classified under two categories: general floods, precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action, and flash floods, the product of heavy localized precipitation in a short time over a given location. The severity of a flooding event is typically determined by a combination of several major factors including stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface.

Generally, inland floods in South Florida may last for several days due to a relative lack of topography to drain flood waters, heavy urbanization, and impacts of tides on outfall toward the Atlantic Ocean. The primary types of general flooding include riverine, coastal, and urban flooding. Riverine flooding is a function of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Coastal flooding¹² is typically a result of storm surge, wind-driven waves, and heavy rainfall produced by hurricanes, tropical storms, and other large coastal storms. Urban flooding occurs where manmade development has obstructed the natural flow of water and decreased the ability of natural groundcover to absorb and retain surface water runoff.

Most flash flooding is caused by slow-moving thunderstorms in a local area or by heavy rains associated with hurricanes and tropical storms. However, flash flooding events may also occur

¹² While briefly mentioned here, coastal flooding is more thoroughly addressed under the "Tropical Cyclone" hazard.

from a dam or levee failure within minutes or hours of heavy amounts of rainfall, or from a sudden release of water held by a retention basin or other stormwater control facility. Although flash flooding occurs most often along mountain streams, it is also common in urbanized areas where much of the ground is covered by impervious surfaces.

The periodic flooding of lands adjacent to rivers, streams, and shorelines (land known as floodplain) is a natural and inevitable occurrence that can be expected to take place based upon established recurrence intervals. The recurrence interval of a flood is defined as the average time interval, in years, expected between a flood event of a particular magnitude and an equal or larger flood. Flood magnitude increases with increasing recurrence interval.

Floodplains are designated by the frequency of the flood that is large enough to cover them. For example, the 10-year floodplain will be covered by the 10-year flood and the 100-year floodplain by the 100-year flood. Flood frequencies such as the 100-year flood are determined by plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur. Another way of expressing the flood frequency is the chance of occurrence each year, which is the percentage of the probability of flooding each year. For example, the 100-year flood has a 1% chance of occurring in any given year. The 500-year flood has a 0.2% chance of occurring in any given year.

Location and Spatial Extent

Much of Broward County is susceptible to localized flooding, particularly during the rainy season of June through October. The county is surrounded by and interspersed with man-made canals, storm water management lakes, freshwater ponds, rivers such as the Middle and the New Rivers, the Everglades, the Atlantic Ocean, and the Intracoastal Waterway. There are 7 primary canals and numerous secondary and tertiary canals that provide flood control and water supply protection for the area's enormous growth and development. Stormwater management ponds are also used for flood protection as well as stormwater treatment and are created by removing rock to build up the surrounding land for homes. The western portion of Broward County has undergone significant development over the last 25 to 30 years which has resulted in the filling of wetlands to accommodate new housing developments.

Broward County lies close to sea level (with elevation ranging from 5 to 25 feet) and is relatively flat, which often results in extensive "ponding" due to the lack of elevation gradients to facilitate adequate stormwater runoff. Further, its water supply lies just below the surface of the ground. Major rainfall events sometimes leave rainwater nowhere to drain, causing flooding near rivers and canals as well as in urban areas due to poor percolation rates and the low elevations (particularly in western parts of the county). Coastal flooding along the county's immediate shoreline is typically associated with tidal surge caused by landfalling tropical storms and hurricane events (note: storm surge is addressed under "Tropical Cyclone").

The severity of flooding is directly related to the amount and duration of the rainfall event. The areas affected by flooding in Broward County could increase. For the barrier island communities, should a significant rainfall event occur at the same time as high-tide, on-shore winds, or a combination of both, the severity could be devastating. Flooding of up to 4 feet could be expected in some areas. Broward County could easily be caught "off-guard" and people living in flood-prone areas would be at an increased risk to property damage and life safety.

Based upon a Category 5 hurricane event, Broward County could see storm surges of over 6 feet above normal tide levels, resulting in significant to severe flooding the barrier islands. This could inundate the barrier islands with 4 to 6 feet of water and sand. The storm tide would also penetrate inland for several miles, reaching Federal Highway with expected flooding of 1 to 2 feet, including downtown Fort Lauderdale.

Map 4.12 illustrates the location and extent of currently mapped special flood hazard areas for Broward County based on FEMA digital Q3 flood data which became effective in 2014. This includes Zones A/AE (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action), Zone AH (areas subject to shallow flooding) and Zone X500 (500-year floodplain which is also known as the shaded X zone). It is important to note that flooding and flood-related losses do occur outside of delineated special flood hazard areas, and according to Broward County officials, there are known inaccuracies with the currently mapped, FEMA-identified flood hazard zones. Broward County is currently coordinating with FEMA on map modernization and undergoing limited re-studies for some flood zones which will assist in correcting some of these data accuracy deficiencies. FEMA recently completed additional modeling analyses in some parts of Broward County, including South and Southeast parts, to update the existing FIRM and Flood Hazard areas maps. These updated FEMA maps are expected to become official in late 2022 or early 2023.

Historical Occurrences

According to the National Climatic Data Center, there have been 114 reported flood events (three event types - Coastal flood, flash flood and flood) in Broward County from January 1, 1990, through August 30, 2022. According to the data, there were no deaths or injuries associated with these flooding events, but there was nearly \$62 million in property damage and \$25 million in crop damages in Broward County; this estimate does not include the reported losses under hurricanes, tropical storms and storm surge categories that is estimated to be at \$221 million for Broward County. Some of the more notable events are described below:

June 1998 – Flash Flood

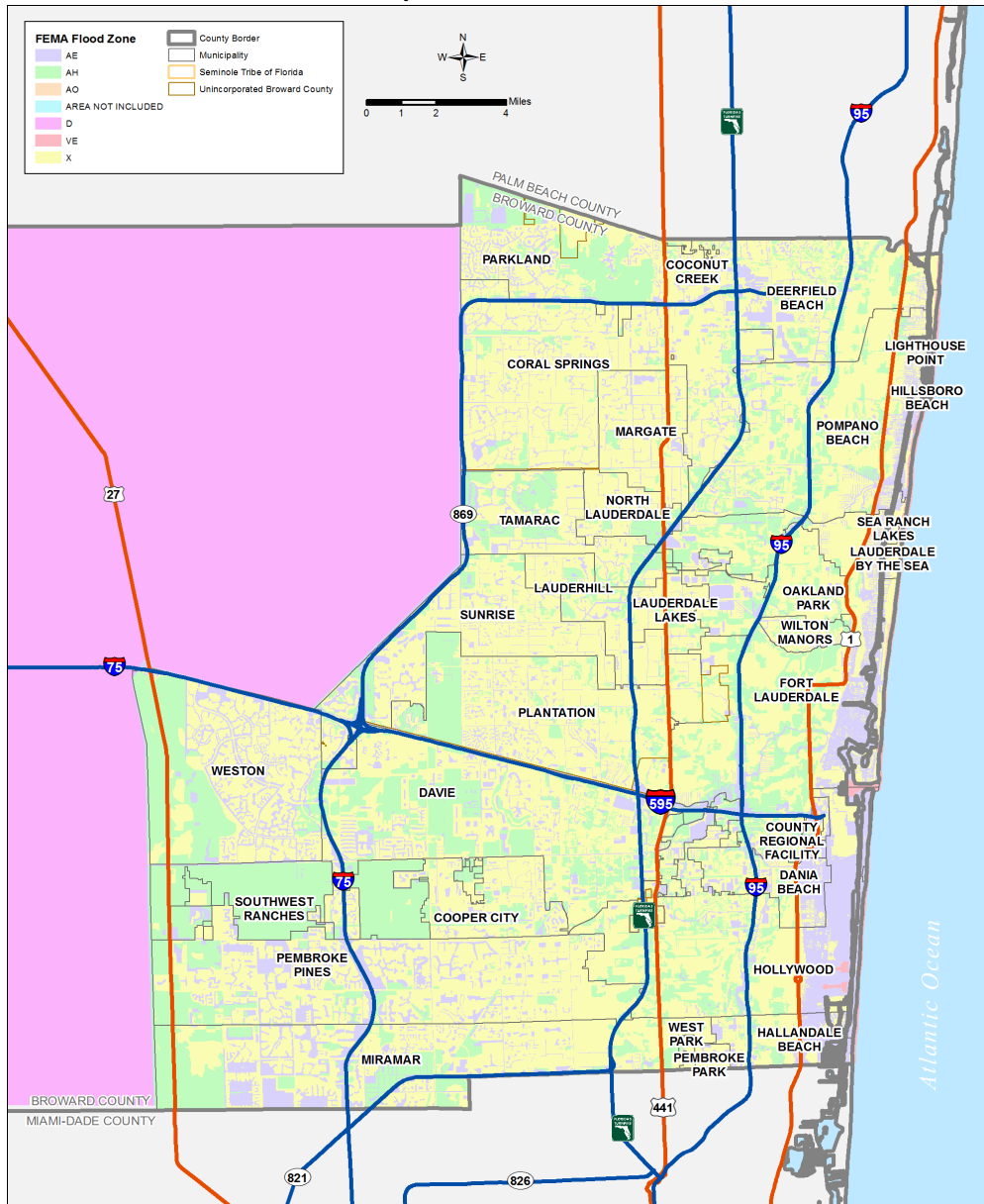
Excessive rains caused localized heavy flooding from Boca Raton to Miami Beach. The greatest official 24-hour rainfall was 13.75 inches at Pompano Beach with over 7 inches reported at Boca Raton and Miami Shores. Numerous streets were flooded, and several vehicles became submerged in parking lots with their occupants having to be rescued. 3 Broward mobile homes had to be evacuated, several roofs collapsed, and numerous dwellings had flood waters inside. Property damage was estimated at \$1 million.

October 1999 – Flash Flood resulting from Hurricane Irene

After crossing Florida Bay, the center of Irene made landfall on the peninsula near Cape Sable on October 15 as a Category 1 hurricane. It moved northeast across central Miami-Dade and Broward counties before exiting into the Atlantic on October 16 near Jupiter in northeast Palm Beach County. Heavy rains and sustained winds of tropical storm force caused widespread flooding and power outages in the metropolitan areas of Miami-Dade, Broward, and Palm Beach counties. Within a 24-hour period, rainfall totals in southeast Florida ranged from 6 to 17 inches with many areas getting 10 to 15 inches. Cooper City had over 15 inches of water, West Pembroke Pines had over 14 inches, Ft. Lauderdale and Hollywood had over 13 inches, Plantation had nearly 12 inches, and Lauderdale Lakes and Pompano Beach had over 9 inches. Property damages in southeast Florida were estimated by the National Climatic Data Center to be approximately \$600 million,

which includes \$335 million in agricultural losses. An estimated 700,000 customers lost electricity. Flooding in a few residential areas lasted for a week, displacing several hundred persons and isolating thousands more. It was reported that 8,000 people suffered flood damages. Some roads were impassible for weeks, electricity was out in certain areas, and residents and businesses suffered heavy losses.

Map 4.12: FEMA Flood Zones



October 2000 – “No Name” or “Pre-Leslie” Storm

On October 3, 2000, a low-pressure system, later to become Tropical Storm Leslie, developed off the west coast of Cuba, and headed toward South Florida. Water managers and weather officials closely tracked the storm, and preemptive measures were taken to start moving water out of the canals. However, weather forecasts called for 4-8 inches of rainfall from this storm, and unfortunately, once the storm passed over South Florida, it dumped 14-18 inches of rainfall over a linear area in the center of the county. An estimated 93,000 houses with about 214,000 persons were isolated by flood waters. Power was cut to 13,000 people. There were 3 indirect deaths including 2 males who drove vehicles into canals and 1 man who fell from a roof while repairing a leak.

October 2001 – Flash Flood

Up to 10 inches of rain fell in 2 hours at Lighthouse Point and up to a total of 12 inches fell across portions of northeast metropolitan Broward County. Severe street flooding caused many stalled vehicles and 25 houses and 25 to 30 apartments suffered flood damage. Property damage was estimated at \$100,000.

November 2001 – Coastal Flooding resulting from Hurricane Michelle

Nearly a week of moderate to strong onshore winds, culminating with the approach of hurricane Michelle, produced coastal flooding from Hollywood Beach to Hallandale Beach. The flooding was worst near the time of high tide and involved damage to sea walls and other coastal structures. Water flowed across the "boardwalk" and into some businesses. Beach erosion in Broward, Palm Beach, and Miami-Dade counties during the entire event was moderate to locally severe. Beach renourishment costs are estimated at over \$10 million, and property damage was estimated at \$20,000.

May 2003 – Flash Flood

A weak tropical wave extending north from the west Caribbean Sea in combination with a mid/upper-level trough of low pressure in the east Gulf of Mexico caused locally extreme rainfall over portions of the Broward-Miami-Dade metropolitan areas. The most rain occurred in a swath from Hollywood to Pompano Beach with an official maximum of 10.21" measured at Fort Lauderdale-Hollywood International Airport. Of that total, 7.36 inches fell from 6 to 8 PM which exceeds the 100-year maximum rate for that time. Radar estimates of 12 to 14 inches of rain were made near Oakland Park and Wilton Manors. According to Emergency Management estimates, 492 homes and businesses suffered some flood damage, and many roadways were impassable. Property damage was estimated at \$1 million.

November 2005 – Flash Flood

Law enforcement reported flooding of homes, cars, and streets in northeastern Broward County from Deerfield Beach south to Pompano Beach and Oakland Park. Persistent showers developed over northeastern Broward County late in the evening of Friday, November 19 and reached its peak during the early morning hours of Saturday November 20. Doppler radar estimated up to 5 inches of rain in a 2-hour period between midnight and 2:00 AM fell over these areas.

December 2009 Flash Flood

Extensive and severe flooding occurred over southeastern Broward County. Hardest-hit communities were Dania Beach, Hollywood, Hallandale Beach, and Pembroke Park. As much as 14 inches of rain fell in about 6 hours with other mesonet reports along with radar estimates

showing an area of 8 to 13 inches of rain primarily along and east of I-95 in the above-mentioned communities. Severe flooding began around 7:30 PM in Dania Beach, gradually progressing southward between 8 and 10 PM to cover the rest of the affected area. A total of 101 homes sustained major flood damage in Broward County, with an additional 88 homes having minor damage. Water was reported to be as high as 2 feet deep inside some homes, and a mobile home park in Pembroke Park had to be evacuated due to the rising water. Shelters were opened in Hallandale Beach and Hollywood to accommodate the evacuees. 6 businesses also sustained significant water damage. One building had a roof collapse in Hallandale Beach. Hundreds of cars were damaged or destroyed by the water. In addition to the water damage, about 2,000 customers lost power in Broward and Miami-Dade counties. Property damage in Broward County was estimated to be at \$500,000.

October 2011 – Flash Flood

A weak frontal boundary across South Florida in combination with a flow of deep tropical moisture from the western Caribbean Sea associated with the remnant of Hurricane Rina led to periods of very heavy rain and significant flooding lasting the better part of 4 days. An estimated 2,000 customers lost power across South Florida due to the rain. Torrential rainfall affected eastern sections of metro Broward County during the overnight hours of October 31st. Rainfall totals of 8 to 12 inches occurred over an area bounded by I-595 to the south and Pompano Beach to the north, from NW 31 Ave to the west all the way to the Atlantic coast. A few spots in this area likely received amounts close to 15 inches in about a 9-hour time span. These rains fell over areas already saturated from the rains of the previous two days. A total of 402 homes were affected by water damage and streets were closed due to inundation in Fort Lauderdale, Oakland Park, Wilton Manors and Pompano Beach. The area hardest-hit was between Broward and Commercial Boulevards between I-95 and Federal Highway where water covered the ground up to a few feet. Property damages in tune of \$2 million were reported for Broward County.

June 2017 – Heavy Rain Flood

A disturbance meandering across the Gulf of Mexico in combination with an upper-level system across the western Gulf of Mexico lead to nearly a week of heavy rainfall across South Florida. The heaviest rainfall fell in the corridor from Marco Island and southern Collier county northeast into Broward and southern Palm Beach counties. Many locations in this swath saw rainfall amounts in excess of 9 to 10 inches in a single day, and as high as almost 15 inches on the heaviest day, resulting in event totals of 15 to 20 inches in this area. The heaviest rainfall of the event across Broward County fell during June 7th and 8th. The worst impacts were generally reported across Sunrise, Weston, and Davie. There was a multiday closure of the Sawgrass Mills Mall located in Sunrise, the second largest attraction in the state of Florida, due to flooding of the parking lot and mall entrances. Sunrise Fire Station 59 sustained roof damage to the lobby and firefighter sleeping quarters and damage was sustained to the Sunrise Civic Center due to seeping water in the orchestra pit and the public assembly area of the facility. An off-duty NWS employee also reported 6 to 8 inches of water in most low-lying areas and roadways in the vicinity. Most swales and lakes were also out of their banks and flooding adjacent yards. The city of Davie reported several road closures, numerous flooded roadways, as well as several flooding homes due to both roof leaks and water encroachment from swales and lakes. Elsewhere across the county, widespread minor to moderate flooding was reported along with several unconfirmed reports of roof collapses.

November 2020 – Tropical Storm Eta Flooding

Extensive flooding occurred in several parts of Broward County after heavy rainfall from Storm Eta during November 8-9, 2020. Based on the radar data, some areas of the County including Central, South-West parts, received 11-13 inches of rainfall. Flooding was reported in almost all Cities of the County including Fort Lauderdale, Lauderhill, Sunrise, Miramar, Davie and Weston. Water was knee-deep in parts of Broward County. The power was out for more than 24,000 Florida Power & Light customers at 5:30 p.m. Monday (11/9/2020), mostly in Miami-Dade, Broward, and Palm Beach Counties.

Historical Summary of Insured Flood Losses

According to FEMA flood insurance policy records, there have been more than 22,000 flood losses reported in Broward County through the National Flood Insurance Program (NFIP), totaling more than \$64 million in claims payments.

Probability and Extent of Future Events

The probability that Broward County will continue to experience flooding associated with large tropical storms, hurricanes, and heavy rainfall events is highly likely. Flooding is a very geographic-specific hazard and in Broward County, the source can either be inland flooding (heavy rainfall and high-water table) and/or storm surge. In the future Broward County could be expected to be hit by large floods, either from large rainstorms or tropical storms/hurricanes, with typical floodwater depths from 6 inches to 2 feet and near maximum floodwater depths could ranging up to 8 feet (floodwaters of this depth were recorded in parts of Broward County from the Cape Sable hurricane of 1947).

Future Risk Conditions Influencing Flood

The impacts of climate change and associated sea level rise will have considerable impact on future flood conditions. While the impacts of sea level rise are discussed in greater detail in a subsection dedicated to this subject in Section 4, the following results of climate change and sea level rise, as documented in several SFWMD reports including “Sea Level Rise and Flood Resiliency Plan” and “Adoption of Future Extreme Rainfall Change Factors for Flood Resiliency Planning in South Florida” reports published in 2022, will impact flooding in Broward County:

- Inundation of coastal properties due to higher sea levels, astronomical tides, and storm surges.
- Projected changes in future rainfall ranging from a 2% decrease to 62% increase, depending on the rainfall duration and frequency.
- Higher sea levels and storm surges will limit the ability of coastal drainage systems to drain inland stormwater runoff into ocean thus exacerbating flooding and reducing the effectiveness of the primary/secondary drainage system.
- Flood protection level of service provided by existing drainage infrastructure will be reduced due to higher flows and levels in canals from increased rainfall and reduced drainage capacity due to higher tidal levels

In conclusion, the impacts of climate change, and sea level rise will likely exacerbate the severity and duration of floods, including those caused by tropical cyclones and those non-cyclone events.

Vulnerability Assessment

To assess flood risk, two distinct vulnerability assessment approaches were applied for Broward County to assess exposure and potential losses to flood hazard events. This includes (1) a Hazus-MH analysis for riverine (or “non-coastal”) flood events; and (2) a GIS-based analysis for riverine and coastal flood events using FEMA’s digital Q3 flood data (as shown in Map 4.11) in combination with Broward County’s local tax assessor records.

First, riverine flood hazards were modeled using Hazus-MH for the 10-, 50-, 100-, and 500-year flood events. Flood depth was estimated at the pixel level for affected areas, along with proportion of the area affected within the census block. Hazus-MH was utilized to estimate floodplain boundaries, potential exposure for each event frequency, and loss estimates based on probabilistic scenarios using a Level 1 analysis.¹³ **Table 4.21** shows potential building losses for 10- and 50-year riverine flood events by jurisdiction, and **Table 4.22** shows potential building losses for 100- and 500-year riverine flood events by jurisdiction.

Table 4.20: Potential Building Losses by Jurisdiction (10- and 50-year Riverine Flood Events)

Jurisdiction	Total Exposure	10-Year			50-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Coconut Creek	\$3,061,603,270	\$291,110	Negligible	Negligible	\$552,120	Negligible	Negligible
Cooper City	\$1,943,657,150	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Coral Springs	\$8,134,798,700	\$44,516,190	\$443,730	\$126,760	\$52,586,240	\$1,196,600	\$1,672,740
Dania Beach	\$1,878,435,580	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Davie	\$6,711,031,880	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Deerfield Beach	\$5,161,599,440	\$229,320	\$56,310	\$150,520	\$512,810	\$124,510	\$337,660
Fort Lauderdale	\$22,130,694,710	\$10,703,830	\$184,520	\$92,120	\$16,108,420	\$782,980	\$829,050
Hallandale Beach	\$3,836,691,130	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Hillsboro Beach	\$810,574,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Hollywood	\$10,029,588,340	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderdale-By-The-Sea	\$1,739,928,950	\$2,434,280	\$55,540	Negligible	\$2,500,100	\$155,870	Negligible
Lauderdale Lakes	\$1,152,461,750	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderhill	\$2,492,601,430	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lazy Lake	\$4,107,550	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lighthouse Point	\$1,261,700,120	Negligible	Negligible	Negligible	\$136,000	Negligible	Negligible
Margate	\$2,296,212,030	\$10,548,780	\$248,200	\$39,920	\$17,173,400	\$718,770	\$252,010
Miramar	\$7,475,638,380	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
North Lauderdale	\$1,260,435,790	\$840,840	\$90,980	Negligible	\$6,246,740	\$351,530	\$59,580
Oakland Park	\$2,473,754,560	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Parkland	\$2,682,321,260	\$29,746,130	\$78,060	Negligible	\$30,233,850	\$78,060	Negligible

¹³ According to FEMA’s Hazus Web site, “a Level 1 analysis yields a rough estimate based on the nationwide database and is a great way to begin the risk assessment process and prioritize high-risk communities.”

Jurisdiction	Total Exposure	10-Year			50-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Pembroke Park	\$404,154,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Pembroke Pines	\$10,247,846,250	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Plantation	\$6,803,128,100	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Pompano Beach	\$8,981,181,420	\$33,942,220	\$2,477,240	\$9,686,510	\$67,084,270	\$5,607,320	\$18,322,110
Sea Ranch Lakes	\$110,763,020	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Southwest Ranches	\$890,133,450	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Sunrise	\$5,308,400,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Tamarac	\$3,283,696,510	\$5,522,610	Negligible	Negligible	\$23,560,490	\$93,600	Negligible
Broward Municipal Services Districts	\$1,106,396,610	\$107,630	\$17,350	\$33,260	\$171,000	\$39,180	\$75,050
West Park	\$331,537,990	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Weston	\$6,490,572,820	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Wilton Manors	\$941,493,080	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
TOTAL	\$131,437,140,170	\$138,882,940	\$3,651,930	\$10,129,090	\$216,912,220	\$9,148,420	\$21,548,200

* Negligible means less than \$5,000

Source: Broward County Property Appraiser and Hazus-MH MR2

Table 4.21: Potential Building Losses by Jurisdiction (100- and 500-year Riverine Flood Events)

Jurisdiction	Total Exposure	100-Year			500-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Coconut Creek	\$3,061,603,270	\$840,020	Negligible	Negligible	\$706,560	Negligible	Negligible
Cooper City	\$1,943,657,150	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Coral Springs	\$8,134,798,700	\$53,765,270	\$1,435,120	\$1,864,120	\$61,010,430	\$4,714,770	\$7,227,810
Dania Beach	\$1,878,435,580	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Davie	\$6,711,031,880	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Deerfield Beach	\$5,161,599,440	\$660,040	\$162,290	\$443,430	\$2,243,370	\$300,690	\$742,450
Fort Lauderdale	\$22,130,694,710	\$19,225,060	\$919,290	\$1,050,810	\$23,874,870	\$1,787,050	\$2,285,860
Hallandale Beach	\$3,836,691,130	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Hillsboro Beach	\$810,574,300	Negligible	Negligible	Negligible	\$909,900	\$42,300	Negligible
Hollywood	\$10,029,588,340	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderdale-By-The-Sea	\$1,739,928,950	\$5,487,730	\$193,500	Negligible	\$11,498,500	\$481,050	Negligible
Lauderdale Lakes	\$1,152,461,750	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderhill	\$2,492,601,430	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lazy Lake	\$4,107,550	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lighthouse Point	\$1,261,700,120	\$196,220	Negligible	Negligible	\$5,022,540	\$37,250	Negligible
Margate	\$2,296,212,030	\$19,102,270	\$1,599,370	\$522,720	\$24,953,830	\$2,091,590	\$1,319,960
Miramar	\$7,475,638,380	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
North Lauderdale	\$1,260,435,790	\$6,688,620	\$355,660	\$61,500	\$8,161,780	\$2,706,750	\$1,097,330
Oakland Park	\$2,473,754,560	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Parkland	\$2,682,321,260	\$30,417,440	\$78,060	Negligible	\$32,291,920	\$646,270	Negligible
Pembroke Park	\$404,154,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible

Jurisdiction	Total Exposure	100-Year			500-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Pembroke Pines	\$10,247,846,520	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Plantation	\$6,803,128,100	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Pompano Beach	\$8,981,181,420	\$78,029,050	\$6,935,920	\$22,599,440	\$151,152,010	\$10,806,250	\$36,645,670
Sea Ranch Lakes	\$110,763,020	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Southwest Ranches	\$890,133,450	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Sunrise	\$5,308,400,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Tamarac	\$3,283,696,510	\$23,572,450	\$94,490	\$236,240	\$27,554,200	\$619,550	\$333,520
Broward Municipal Services Districts	\$1,106,396,610	\$229,600	\$50,970	\$98,360	\$321,570	\$108,520	\$176,390
West Park	\$331,537,990	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Weston	\$6,490,572,820	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Wilton Manors	\$941,493,080	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
TOTAL	\$131,437,140,170	\$238,213,770	\$11,824,670	\$26,876,620	\$348,791,580	\$24,299,740	\$49,828,990

* Negligible means less than \$5,000

Source: Broward County Property Appraiser and Hazus-MH MR2

The second approach to assessing each jurisdiction's exposure and potential losses to riverine and coastal flood hazard events included an independent GIS-based analysis using FEMA's digital Q3 flood data in combination with Broward County's local tax assessor records and critical facilities data. To complete the assessment, initially every individual land parcel and critical facility that is located wholly or partially within a FEMA Zone A, AE, or V special flood hazard area with a 1% annual chance of flooding (100-year floodplain) was identified, by jurisdiction. It should be noted in this revised Plan, critical facilities in FEMA AH Zone have been added to broaden the analysis. This analysis is intended for use as a general planning tool to provide reasonable estimates of potential at-risk properties or facilities using best available georeferenced data in comparison to the results of the Hazus-MH loss estimation results. It is important to note that while the GIS-based assessment does use specific attribute data tied to each individual at-risk property (i.e., year built and building value), it does not consider certain unknown site-specific factors that may mitigate future flood losses on a building-by-building basis (such as elevation, surrounding topography, flood-proofing measures, drainage, etc.).

The identification of at-risk properties (and subsequently buildings) was completed using local parcel data layers in combination with local tax assessor records. To further narrow down the list of initially identified floodplain properties to those with buildings potentially at-risk to flood events, GIS selection criteria was utilized to identify only those properties with buildings constructed prior to 1972 (pre-NFIP), under the assumption that those built after 1972 would be protected to the 100-year flood level due to the availability of flood hazard maps and the adoption of local flood damage prevention ordinances. The objective of the GIS-based analysis is to calculate the total building value of all potentially at-risk properties in Broward County, by jurisdiction.

**Table 4.22: Total Building Value of At-Risk Properties by Jurisdiction
(Riverine/Coastal Flood Events)**

Jurisdiction	Number of Floodplain Properties	Total Building Value	Pre-NFIP Building Value (pre-1972)
Coconut Creek	1,869	\$1,306,681,800	\$71,100,070
Cooper City	1,624	\$810,494,740	\$23,743,350
Coral Springs	5,745	\$3,180,227,640	\$63,828,780
Dania Beach	4,445	\$1,776,980,710	\$414,616,870
Davie	8,759	\$5,546,165,150	\$255,383,400
Deerfield Beach	6,011	\$3,005,807,940	\$611,475,750
Fort Lauderdale	25,141	\$19,222,038,200	\$7,228,275,670
Hallandale Beach	3,239	\$1,366,926,790	\$509,567,500
Hillsboro Beach	138	\$466,685,750	\$48,759,060
Hollywood	17,362	\$7,277,525,630	\$3,681,864,720
Lauderdale-By-The-Sea	954	\$478,142,800	\$332,620,530
Lauderdale Lakes	1,130	\$399,942,840	\$150,473,660
Lauderhill	2,371	\$1,331,798,790	\$124,890,330
Lazy Lake	12	\$3,772,250	\$2,025,340
Lighthouse Point	2,772	\$1,503,893,870	\$685,591,480
Margate	2,682	\$938,879,450	\$139,698,440
Miramar	4,741	\$2,981,240,320	\$258,243,450
North Lauderdale	2,655	\$799,415,090	\$162,504,030
Oakland Park	4,182	\$1,398,811,920	\$864,880,250
Parkland	4,633	\$2,586,319,670	\$10,078,630
Pembroke Park	306	\$205,287,170	\$47,088,900
Pembroke Pines	7,913	\$4,503,655,510	\$509,111,850
Plantation	6,449	\$4,550,651,810	\$518,163,740
Pompano Beach	9,605	\$4,927,487,700	\$1,824,301,550
Sea Ranch Lakes	129	\$122,818,790	\$86,313,460
Southwest Ranches	2,573	\$1,240,036,790	\$78,789,600
Sunrise	3,430	\$2,678,798,050	\$90,502,690
Tamarac	7,227	\$1,795,652,310	\$342,940,630
Broward Municipal Services Districts	937	\$2,221,672,880	\$406,286,560
West Park	947	\$132,576,650	\$94,767,740
Weston	5,705	\$3,613,148,570	\$2,240,750
Wilton Manors	1,754	\$658,071,090	\$525,374,870
TOTAL	147,440	\$83,031,608,670	\$20,165,503,650

Sources: Broward County Property Appraiser; Federal Emergency Management Agency National Flood Hazard Layer

Table 4.23: Total Bldg. Value of At-Risk Properties by Jurisdiction and Type of Building (Riverine/Coastal Flood Events)

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Coconut Creek	\$728,164,410	\$211,142,210	\$78,166,980	\$289,208,200	\$1,306,681,800
Cooper City	\$571,558,220	\$49,570,950	\$7,459,790	\$181,905,780	\$810,494,740
Coral Springs	\$1,974,038,740	\$631,852,380	\$130,130,650	\$444,205,870	\$3,180,227,640
Dania Beach	\$823,322,850	\$539,305,710	\$316,741,530	\$97,610,620	\$1,776,980,710
Davie	\$3,574,966,430	\$549,964,800	\$315,564,580	\$1,105,669,340	\$5,546,165,150
Deerfield Beach	\$1,498,836,230	\$647,854,540	\$533,205,470	\$325,911,700	\$3,005,807,940
Fort Lauderdale	\$10,126,050,210	\$5,216,955,210	\$918,930,240	\$2,960,102,540	\$19,222,038,200
Hallandale Beach	\$748,735,250	\$496,638,700	\$32,711,410	\$88,841,430	\$1,366,926,790
Hillsboro Beach	\$456,379,020	\$8,929,340	\$0	\$1,377,390	\$466,685,750
Hollywood	\$4,174,819,290	\$1,655,649,130	\$389,317,270	\$1,057,739,940	\$7,277,525,630
Lauderdale-By-The-Sea	\$412,321,620	\$61,387,260	\$0	\$4,433,920	\$478,142,800
Lauderdale Lakes	\$204,539,760	\$122,197,510	\$20,303,030	\$52,902,540	\$399,942,840
Lauderhill	\$1,057,774,750	\$103,141,230	\$28,491,620	\$142,391,190	\$1,331,798,790
Lazy Lake	\$3,772,250	\$0	\$0	\$0	\$3,772,250
Lighthouse Point	\$1,448,639,210	\$48,288,070	\$0	\$6,966,590	\$1,503,893,870
Margate	\$577,324,620	\$150,917,450	\$44,494,870	\$166,142,510	\$938,879,450
Miramar	\$1,525,809,110	\$384,043,240	\$297,006,560	\$774,381,410	\$2,981,240,320
North Lauderdale	\$593,544,350	\$99,589,610	\$23,808,970	\$82,472,160	\$799,415,090
Oakland Park	\$741,351,810	\$281,076,400	\$263,812,430	\$112,571,280	\$1,398,811,920
Parkland	\$2,329,536,620	\$49,941,490	\$430,780	\$206,410,780	\$2,586,319,670
Pembroke Park	\$39,356,530	\$19,329,590	\$110,532,470	\$36,068,580	\$205,287,170
Pembroke Pines	\$2,905,267,930	\$856,912,500	\$37,165,520	\$704,309,560	\$4,503,655,510
Plantation	\$2,970,844,770	\$1,050,359,860	\$58,774,790	\$470,672,390	\$4,550,651,810
Pompano Beach	\$2,517,213,190	\$668,923,610	\$1,067,183,320	\$674,167,580	\$4,927,487,700
Sea Ranch Lakes	\$122,818,790	\$0	\$0	\$0	\$122,818,790
Southwest Ranches	\$1,010,094,120	\$30,035,550	\$430,490	\$199,476,630	\$1,240,036,790
Sunrise	\$964,284,030	\$854,728,170	\$227,399,450	\$632,386,400	\$2,678,798,050
Tamarac	\$1,295,904,110	\$215,126,770	\$143,901,740	\$140,719,690	\$1,795,652,310
Broward Municipal Services Districts	\$96,547,460	\$17,959,870	\$27,697,580	\$2,079,467,970	\$2,221,672,880
West Park	\$96,538,170	\$18,134,350	\$13,222,750	\$4,681,380	\$132,576,650
Weston	\$2,818,908,810	\$422,970,340	\$204,144,270	\$167,125,150	\$3,613,148,570
Wilton Manors	\$547,836,990	\$57,693,870	\$2,038,660	\$50,501,570	\$658,071,090
TOTAL	\$48,957,099,650	\$15,520,619,710	\$5,293,067,220	\$13,260,822,090	\$83,031,608,670

* "Other" building occupancy category includes agriculture, religious/nonprofit, government, and education occupancies.

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
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Source: Broward County Property Appraiser; Federal Emergency Management Agency National Flood Hazard Layer

Table 4.24: Total # of Buildings At-Risk Properties by Jurisdiction and Type of Building (Riverine/Coastal Flood Events)

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Coconut Creek	1768	33	15	53	1869
Cooper City	1550	18	1	55	1624
Coral Springs	5403	172	75	95	5745
Dania Beach	3773	246	328	98	4445
Davie	7927	284	193	355	8759
Deerfield Beach	5418	261	238	94	6011
Fort Lauderdale	21285	2192	1008	656	25141
Hallandale Beach	2954	191	50	44	3239
Hillsboro Beach	133	3	0	2	138
Hollywood	15873	945	222	322	17362
Lauderdale-By-The-Sea	879	66	0	9	954
Lauderdale Lakes	1036	59	13	22	1130
Lauderhill	2213	98	22	38	2371
Lazy Lake	12	0	0	0	12
Lighthouse Point	2706	52	0	14	2772
Margate	2542	68	33	39	2682
Miramar	4507	99	39	96	4741
North Lauderdale	2550	58	12	35	2655
Oakland Park	3223	339	537	83	4182
Parkland	4523	19	1	90	4633
Pembroke Park	222	25	47	12	306
Pembroke Pines	7685	131	10	87	7913
Plantation	6005	274	51	119	6449
Pompano Beach	8116	509	759	221	9605
Sea Ranch Lakes	129	0	0	0	129
Southwest Ranches	2214	14	2	343	2573
Sunrise	3090	179	85	76	3430
Tamarac	6982	144	56	45	7227
Broward Municipal Services Districts	716	54	23	144	937
West Park	903	24	10	10	947

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Weston	5501	134	37	33	5705
Wilton Manors	1624	96	2	32	1754
TOTAL	133462	6787	3869	3322	147440

* "Other" building occupancy category includes agriculture, religious/nonprofit, government, and education occupancies. Source: Broward County Property Appraiser

The GIS-based analysis for critical facilities identified 78 critical facilities throughout Broward County as being potentially at-risk to flood events. These include 24 city halls, 80 fire stations, 28 police stations, 14 hospital, and 201 schools (26 of which are designated as either county or local shelters).

FEMA defines a repetitive loss property as any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP. Currently there are over 122,000 repetitive loss properties nationwide. FEMA defines a severe repetitive loss (SRL) property as with 1 of the following conditions in a 10-year period: 1) At least 4 claims payments (building and contents) over \$5,000 each; 2) At least 2 building claims payments with the cumulative amount exceeding the market value of the building. The list of FEMA RL properties is shown in **Table 4.26**. All but 1 of Broward County's municipal jurisdictions (Sea Ranch Lakes) is identified as having one or more Repetitive Loss Properties.

Also included is the list of FEMA SRL properties in **Table 4.27**.

Although this information is tracked by the County in accordance with FEMA guidelines, it is protected from release by the Privacy Act of 1974, 5 U.S.C. Section 552(2).

Table 4.25: NFIP Repetitive Loss Properties by Jurisdiction (as of 2022)

Jurisdiction	Number of Repetitive Loss Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Coconut Creek	1	2	\$2,920.00	\$0.00	\$2,920.00
Cooper City	4	8	\$17,909.19	\$2,339.00	\$20,248.19
Coral Springs	19	39	\$573,876.80	\$886,97.03	\$662,573.83
Dania Beach	28	103	\$1,846,476.60	\$310,116.72	\$2,156,593.32
Davie	27	80	\$834,843.60	\$631,012.48	\$1,465,856.08
Deerfield Beach	9	22	\$376,595.07	\$66,190.52	\$442,785.59
Fort Lauderdale	172	577	\$12,380,724.42	\$4,935,948.86	\$17,316,673.28
Hallandale Beach	153	560	\$18,122,188.42	\$4,954,850.27	\$23,077,038.69
Hillsboro Beach	2	5	\$215,350.20	\$65,467.10	\$280,817.30
Hollywood	246	669	\$10,525,648.82	\$3,187,055.84	\$13,712,704.66
Lauderdale-By-The-Sea	2	56	\$102,289.90	\$2,800.00	\$105,089.90
Lauderdale Lakes	22	50	\$219,522.89	\$86,555.07	\$306,077.96
Lauderhill	41	75	\$477,677.75	\$142,004.52	\$619,682.27

Jurisdiction	Number of Repetitive Loss Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Lighthouse Point	3	6	\$50,270.83	\$38,487.23	\$88,758.06
Margate	61	38	\$153,398.92	\$21,537.02	\$174,935.94
Miramar	43	91	\$454,959.44	\$152,771.14	\$607,730.58
North Lauderdale	14	29	\$127,025.28	\$10,692.20	\$137,717.48
Oakland Park	45	182	\$3,274,055.88	\$748,529.45	\$4,022,585.33
Parkland	1	2	\$9,320.09	\$1,574.63	\$10,894.72
Pembroke Park	7	45	\$550,654.68	\$755,426.52	\$1,306,081.20
Pembroke Pines	14	36	\$301,506.07	\$33,438.63	\$334,944.70
Plantation	16	33	\$296,758.61	\$30,578.33	\$327,336.94
Pompano Beach	32	90	\$1,919,531.97	\$569,043.43	\$2,488,575.40
Southwest Ranches	2	4	\$33,904.13	\$63,151.18	\$97,055.31
Sunrise	11	33	\$218,105.13	\$137,578.64	\$355,683.77
Tamarac	14	30	\$179,649.85	\$58,518.08	\$238,167.93
Broward Municipal Services Districts	64	172	\$1,935,238.56	\$780,982.03	\$2,716,220.59
West Park	3	33	\$330,653.83	\$176,190.54	\$506,844.37
Weston	1	2	\$18,056.57	\$0.00	\$18,056.57
Wilton Manors	22	58	\$804,844.43	\$324,359.67	\$1,129,204.10
TOTAL	1,079	3,130	\$56,353,957.93	\$18,287,199.10	\$74,641,157.03

Source: Federal Emergency Management Agency Repetitive Loss Properties Report for Broward County, August 17, 2022, Report

Greatest increase in number of Repetitive Loss Properties (from 2017 LMS to present):

- Fort Lauderdale -- 95 to 195 properties
- Biggest decrease in number of Repetitive Loss Properties (from 2017 LMS to present)
- West Park -- 18 to 6 properties

Table 4.26: NFIP SRL Properties by Jurisdiction (as of 2022)

Jurisdiction	Number of SRL Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Coconut Creek	0	0	\$0.00	\$0.00	\$0.00
Cooper City	0	0	\$0.00	\$0.00	\$0.00
Coral Springs	1	13	\$0.00	\$0.00	\$0.00
Dania Beach	5	87	\$156,949.14	\$28,728.22	\$185,677.36
Davie	2	11	\$132,085.38	\$226,528.00	\$358,613.38
Deerfield Beach	0	5	\$103,688.22	\$12,327.08	\$116,015.30
Fort Lauderdale	23	159	\$1,258,570.94	\$1,193,075.30	\$2,451,646.24
Hallandale Beach	22	76	\$4,691,415.25	\$2,023,704.87	\$6,715,120.12
Hillsboro Beach	0	0	\$0.00	\$0.00	\$0.00
Hollywood	14	37	\$597,251.22	\$372,218.34	\$969,469.56
Lauderdale-By-The-Sea	0	0	\$0.00	\$0.00	\$0.00
Lauderdale Lakes	1	0	\$0.00	\$0.00	\$0.00

Jurisdiction	Number of SRL Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Lauderhill	3	0	\$0.00	\$0.00	\$0.00
Lazy Lake	0	0	\$0.00	\$0.00	\$0.00
Lighthouse Point	0	0	\$0.00	\$0.00	\$0.00
Margate	0	0	\$0.00	\$0.00	\$0.00
Miramar	1	0	\$0.00	\$0.00	\$0.00
North Lauderdale	0	0	\$0.00	\$0.00	\$0.00
Oakland Park	10	30	\$958,919.42	\$309,370.31	\$1,268,289.73
Parkland	0	0	\$0.00	\$0.00	\$0.00
Pembroke Park	4	7	\$106,987.88	\$327,594.89	\$434,582.77
Pembroke Pines	1	0	\$0.00	\$0.00	\$0.00
Plantation	0	0	\$0.00	\$0.00	\$0.00
Pompano Beach	1	10	\$481,228.54	\$0.00	\$481,228.54
Sea Ranch Lakes	0	0	\$0.00	\$0.00	\$0.00
Southwest Ranches	0	0	\$0.00	\$0.00	\$0.00
Sunrise	1	0	\$0.00	\$0.00	\$0.00
Tamarac	0	0	\$0.00	\$0.00	\$0.00
Broward Municipal Services Districts	6	22	\$321,939.07	\$180,048.15	\$501,987.22
West Park	3	11	\$118,648.77	\$47,225.57	\$165,874.34
Weston	0	0	\$0.00	\$0.00	\$0.00
Wilton Manors	1	0	\$0.00	\$0.00	\$0.00
TOTAL	99	468	\$8,927,683.83	\$4,720,820.73	\$13,648,504.56

Source: Federal Emergency Management Agency Repetitive Loss and Severe Repetitive Loss Properties Report for Broward County, August 17, 2022, Report

Table 4.27: RL/SRL Properties by Property Type (as of 2022)

Jurisdiction	Residential		Commercial		Other Non-Residential	
	RL	SRL	RL	SRL	RL	SRL
Coconut Creek	1	-	-	-	-	-
Cooper City	4	-	-	-	-	-
Coral Springs	18	1	-	-	1	-
Dania Beach	21	5	6	-	1	-
Davie	25	2	1	-	1	-
Deerfield Beach	8	-	-	-	1	-
Fort Lauderdale	145	19	9	1	18	3
Hallandale Beach	142	17	4	4	7	1
Hillsboro Beach	2	-	-	-	-	-
Hollywood	235	11	2	-	9	3
Lauderdale-By-The-Sea	1	-	-	-	1	-

Lauderdale Lakes	22	1	-	-	-	-
Lauderhill	41	3	-	-	-	-
Lighthouse Point	3	-	-	-	-	-
Margate	61	-	-	-	-	-
Miramar	43	1	-	-	-	-
North Lauderdale	14	-	-	-	-	-
Oakland Park	32	5	8	4	5	1
Parkland	1	-	-	-	-	-
Pembroke Park	4	-	1	3	2	1
Pembroke Pines	14	1	-	-	-	-
Plantation	16	-	-	-	-	-
Pompano Beach	22	-	5	1	5	-
Southwest Ranches	2	-	-	-	-	-
Sunrise	11	1	-	-	-	-
Tamarac	14	-	-	-	-	-
West Park	3	3	-	-	-	-
Weston	1	-	-	-	-	-
Wilton Manors	19	1	2	-	1	-
Broward Municipal Services Districts	53	4	-	1	5	1

Source: Federal Emergency Management Agency Repetitive Loss and Severe Repetitive Loss Properties Report for Broward County, August 17, 2022, Report

Sea Level Rise/Climate Change

As is stated in the following narrative, the probability of future increases in high tide flooding events in Broward County due to sea level rise is considered “highly likely”. More specifics about the scenarios that were developed for Broward County and how they are consistent with planning scenarios are included in the subsection below. In addition, the subsection describes the potential impact to residents and businesses.

Background

Sea level rise, caused by climate change, is a phenomenon resulting from a consistent change in the earth’s temperature that leads to changes in atmospheric and climatic patterns which ultimately impacts the complex hydrology of southeast Florida, including surface and subsurface flows. While the majority of sea level rise realized to date has been a function of thermal expansion

of oceanic waters the melting of ice at the polar ice caps is likely to substantially influence the total rate of rise in the coming decades both worldwide and regionally. While there is still debate on the degree of the impact, the evidence is clear that a trend is occurring, and sea levels have been rising for the better part of the 20th century and into the 21st century. The rate of rise is increasing, with an average of 1 inch of rise measured every 4 to 4 ¼ years during the last several decades. A total of 40 inches of sea level rise is anticipated by 2070, relative to 2000, for southeast Florida under the NOAA Intermediate-High scenario.

This chapter will not go into the details of what is causing climate change; it will focus on the impacts from climate change on sea level rise including storm surge and coastal flooding. The mitigation strategies section will follow up to propose potential adaptation and mitigation actions. Sea level rise and other impacts of climate change also affect atmospheric and hydrologic patterns which in turn impact other hazards like inland flood (increased rainfall periods), drought (decreased rainfall periods), and wildfire (exacerbated by vegetative fuel growth in periods of higher rainfall and then burn risk in drier periods). The impact of climate change on these hazards will be discussed in the appropriate hazard subsections of Chapter 4. For this subsection, the impacts of sea level rise will be discussed.

An article from Nature Geoscience by T.R. Knutson, et al. entitled “Tropical Cyclones and Climate Change” (2010) referenced in the SFWMD report entitled “Past and Projected Trends in Climate and Sea Level Rise for South Florida – External Review Draft” (2011) reveals that the potential impacts of climate change, particularly global warming, for the Atlantic Ocean basin are the following:

- Decrease in the number of tropical storms and hurricanes from 6-34% (due to increased wind shear over the Atlantic basin)
- Increase in the wind intensity of the hurricanes from 2-11%
- Increase in the height and strength of hurricane storm surge (due to higher sea level and wind intensity)
- Rainfall increases of up to 20% within 60 miles of tropical storms and hurricanes.
- Currently, there is no indication of large alterations of historical storm origin and tracks so south Florida continues to be a target of high probability.

The 2011 SFWMD report states that the main concerns with sea level rise for South Florida are the following:

- Saltwater intrusion into coastal aquifers and a diminishing of fresh groundwater which negatively impacts the public water supply.
- Less capacity to drain overland flooding and stormwater from inland areas to marine waters because the higher sea levels effectively block positive drainage from west to east (i.e., due to low South Florida surface elevations, most larger and local drainage systems depend on a differential between upstream and downstream water levels, headwater and tailwater respectively, where the downstream areas are generally in tidal/marine areas).
- Increased tropical storm and hurricane surge levels.
- More frequent coastal flooding and some inundation of coastal real estate by marine water

Location and Spatial Extent

As a coastal county, the impact of sea level rise on Broward County has the potential to be high to severe in the long term. The inundation maps (Maps 4.14-4.17) and at-risk property information (Tables 4.32- 4.35) provided in this section utilizes the Sea Level Rise projections for NOAA intermediate-Low and Intermediate-High Scenarios as outlined in NOAA 2017 report. Based on

the Southeast Florida Regional Climate Change Compact's (Compact) latest Unified Sea Level Rise Projection report (2019 update), Broward County uses the same NOAA 2017 Sea Level Rise projections for the future planning purposes. The Compact's Unified Sea Level Rise Projections for Key West gauge indicate 17 in and 40 in of rise in sea levels by 2040 and 2070, respectively under the 2017 NOAA Intermediate-High scenario. Sea level rise projections for 2040 and 2070 used in this assessment also align with the statutory requirement of the Resilient Florida Grant Program.

Historical Occurrences

Historical (1913-2020) data from NOAA Key West tidal gauge indicates that relative sea levels has been rising at a rate of 2.5 mm/yr (or 1 inch/10-yr). However, recent analyses of Key West tide gauge record indicate a more rapid acceleration in the rate of sea level rise since 2000; five-year average sea level trends showed a 5 inch of increase in relative mean sea levels between 2000-2021. A majority of the coastal water control infrastructure managed by the SFWMD was constructed between 1950 and 1960. The Standard Flood design criteria for many of these structures assumes a headwater-tailwater differential of 6 inches. Increasing tidal levels may have already started affecting the drainage capacity of these coastal drainage structures especially for the solely gravity driven structures. A recent (2022) "Flood Protection Level of Service" study by SFWMD indicates reduced level of flood protection in several basins (e.g., NNR, C-13, C-14 and Pompano) in the County due to rising tidal levels limiting the drainage capacity of the gravity-controlled structures.

Probability and Extent of Future Occurrences

The probability of future increase in high tide flooding events in Broward County due to sea level rise is considered "highly likely". Sea level rise projections for the year 2100 from 2017 NOAA report and 2019 Compact report indicate a potential range from 2.7 to 8.5 feet. The main variable affecting such large range of these estimates is the uncertainty in the rate of glacial and polar ice melting to be realized in the coming decades. More specifics about the scenarios developed for Broward County consistent with planning scenarios developed in conjunction with the Compact are provided in subsection below.

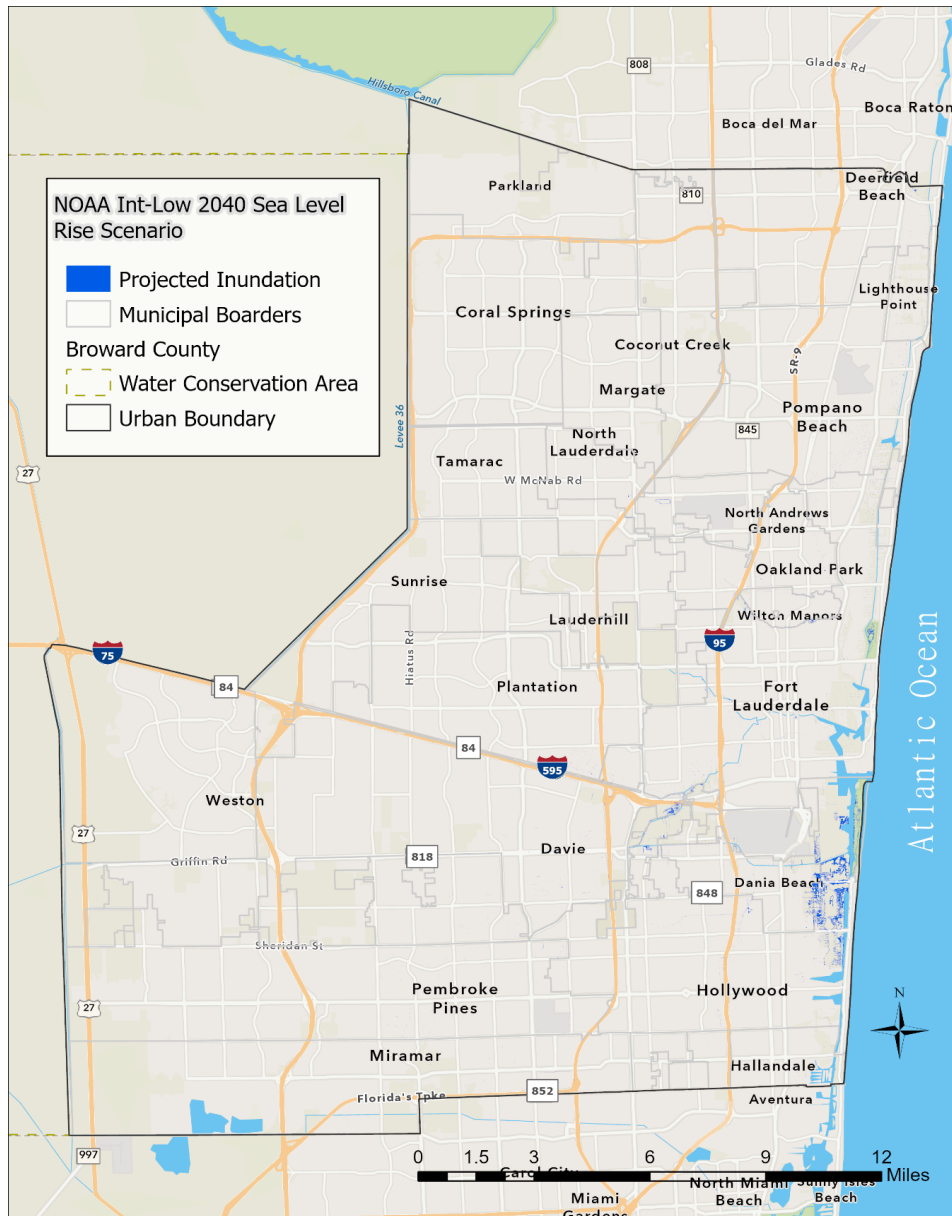
Vulnerability Assessment

While there is considerable non-scientific debate about the probability of sea level rise, and variation within the scientific community on the severity of sea level rise (but consensus on the probability), the County is likely to continue to be vulnerable to the impacts of sea level rise. The level of impact ranges from moderate to severe.

In 2021 a vulnerability assessment of Broward County was conducted using the NOAA Intermediate-High (Int-High), and Intermediate-Low (Int-Low) sea level rise scenarios for 2040 and 2070. See **Maps 4.13** - below for a spatial depiction of the inundation risk from these four sea level rise scenarios, based solely on land elevation relative to predicted coastal water levels. The assessment revealed that under the NOAA Int-Low 2040 scenario, the total taxable value (as of 2021) of vulnerable property was \$10B, while under the highest scenario evaluated (Int-High 2070) the taxable value of vulnerable properties increased to \$42B (See Figure XE below). Under the highest scenario evaluated (Int-High 2070) 1.05% of the County is impacted with residential and other being the major land use types inundated. However, under the other scenarios evaluated (Int-High 2040, Int-Low 2070, and Int-Low 2040), conservation lands and open space

is the land use type with the highest projected impacts (**See Tables 4.31-35**). In terms of acres inundated, wetlands are among the major land use type impacted.” **Tables 4.31-35**, after the maps, show the projected damage impacts and level of inundation by land use for the analyzed future climate scenarios. This analysis is currently being augmented with a more complete evaluation of the combined impacts of compound flood factors, sea level rise, groundwater table rise, rainfall (and intensification), high tides, and storm surge, on coastal and inland flooding with detailed accounting of water management systems and operations as part of a County-wide Resilience Plan. This project will be completed in 2024 and will present a more comprehensive and accurate assessment of future flood risk county-wide than what can be derived from the current elevation-based model and data set.

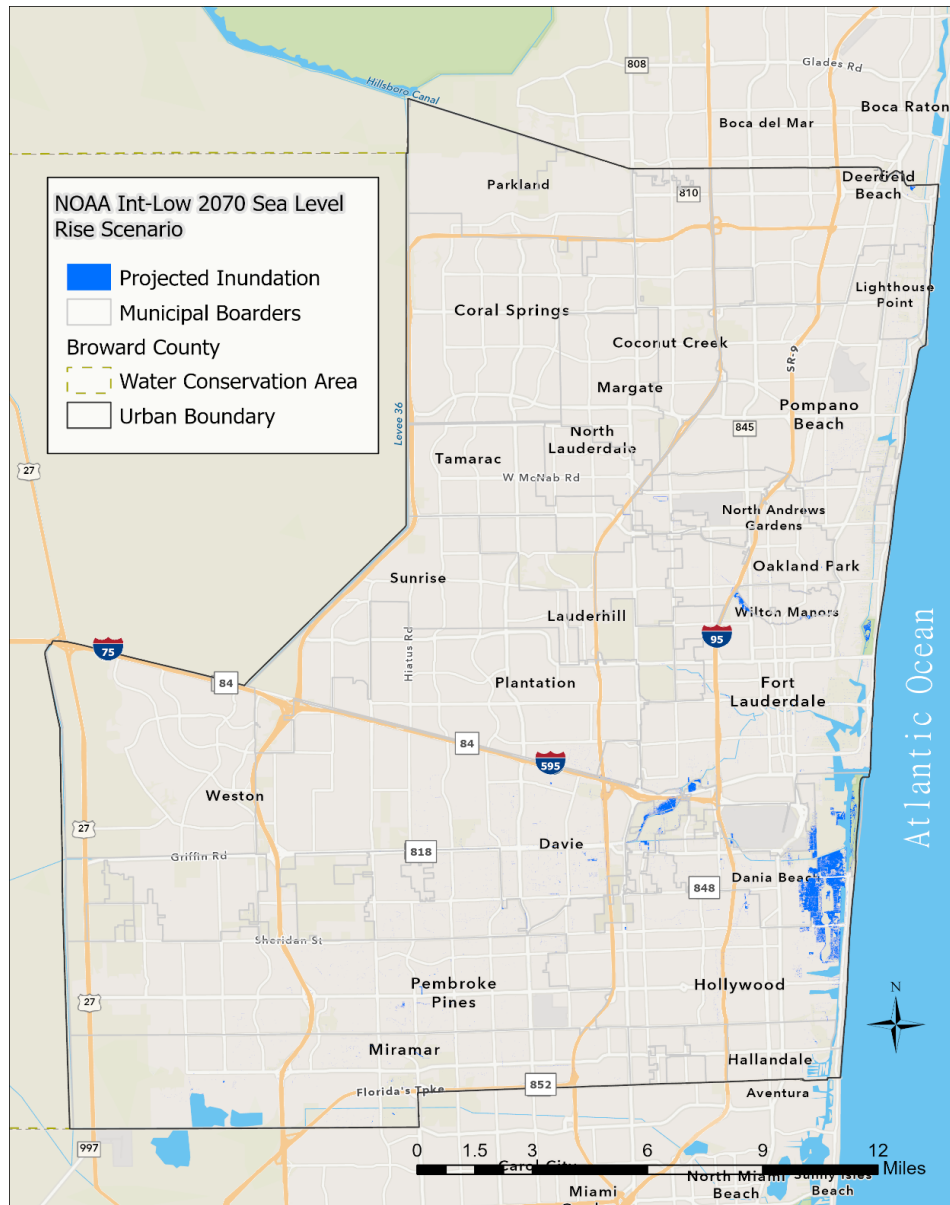
Map 4.13: Inundation Extent in Broward County under the NOAA Int-Low 2040 Sea Level Rise Scenario



Source:

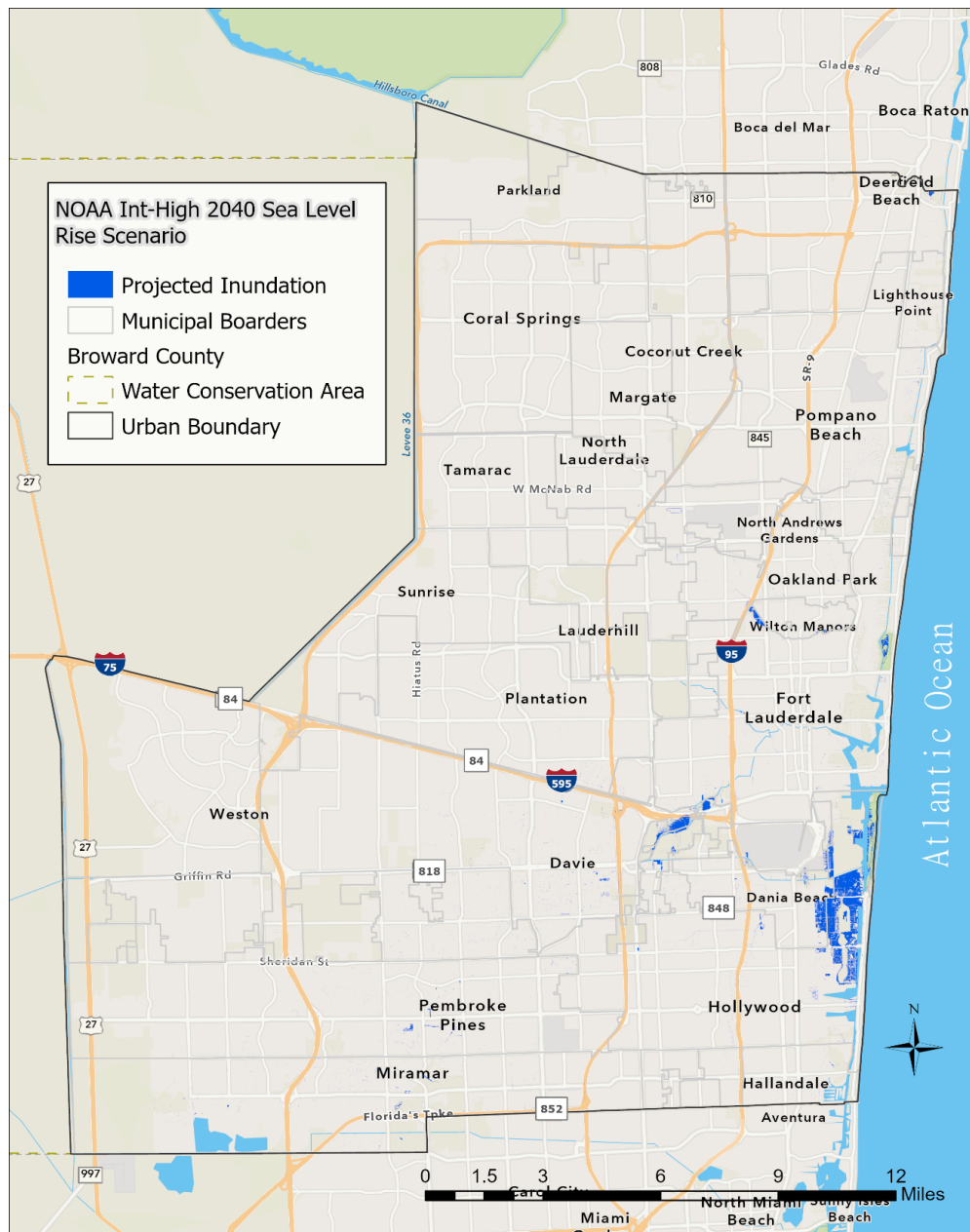
Broward County Resilience Unit, NOAA 2022

Map 4.14: Inundation Extent in Broward County under the NOAA Int-Low 2070 Sea Level Rise Scenario



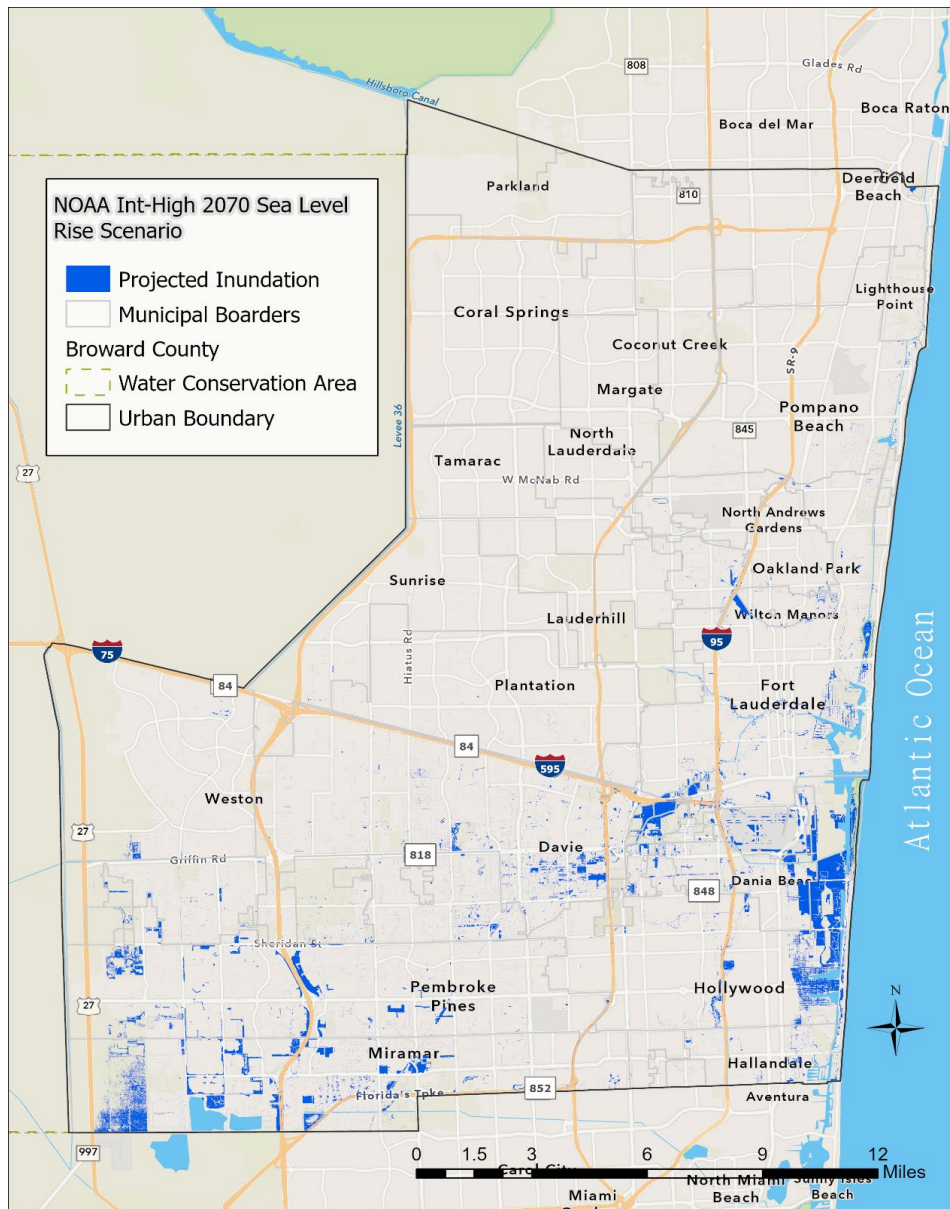
Source: Broward County Resilience Unit, NOAA 2022

Map 4.15: Inundation Extent in Broward County under the NOAA Int-High 2040 Sea Level Rise Scenario



Source: Broward County Resilience Unit, NOAA 2022

Map 4.16: Inundation Extent in Broward County under the NOAA Int-High 2070 Sea Level Rise Scenario



Source: Broward County Resilience Unit, NOAA 2022

Table 4.28: Taxable Property Value County-wide projected to be at risk due to sea level rise under NOAA 2017 Intermediate-High and Intermediate-Low scenarios for the 2040 and 2070 timeframes.

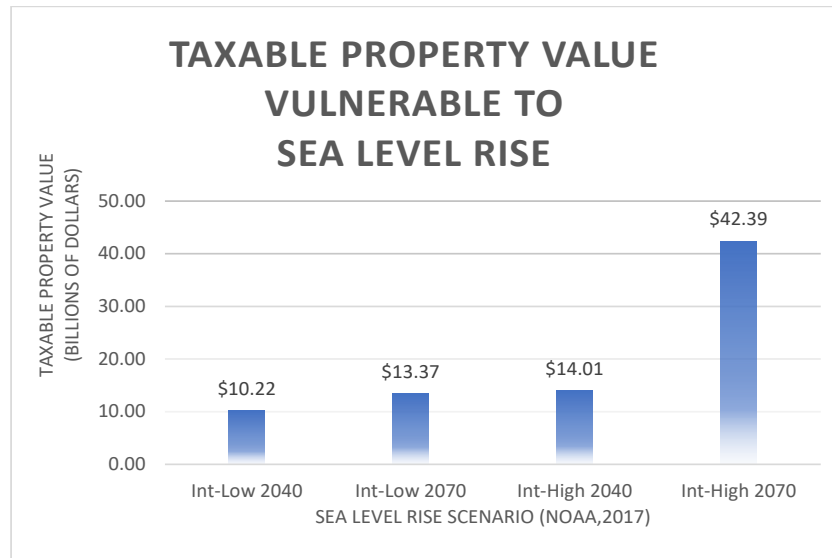


Table 4.29: Loss Estimation of Broward Commercial Properties for NOAA Int-High & Int-Low 2040 & 2070 Sea Level Rise Scenarios

Scenario	Value for Vulnerable Commercial Properties	Approximate Level of Damages*
Int-Low 2040	\$1,745,630,160	\$34,912,603,200
Int-Low 2070	\$2,677,829,940	\$53,556,598,800
Int-High 2040	\$2,911,300,200	\$58,226,004,000
Int-High 2070	\$9,766,260,610	\$195,325,212,200

Source: Broward County Resilience Unit, Broward County Appraiser GIS, NOAA 2017. Last Year Taxable Value field used from the Broward County Property Appraiser's Parcel Data

* Sum of commercial property building taxable values with projected inundation

** Multiply total building value in inundation zone by 20% to estimate building and content damage

Table 4.30: Land Use Impacts Under the NOAA Int-Low 2040 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of that Land Use
Residential	43.38	112,129.16	0.04%
Commercial	11.48	27,573.68	0.04%
Industrial	1.96	10,727.40	0.02%
Agriculture and Timber Lands	3.30	4,966.36	0.07%
Conservation Land/ Open Space & Recreation	384.71	86,038.21	0.45%
Utilities / Transportation	23.05	35,670.19	0.06%
Other	153.02	506,689.28	0.03%

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Table 4.31: Land Use Impacts Under the NOAA Int-Low 2070 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of that Land Use
Residential	105.79	112,129.16	0.09%
Commercial	38.79	27,573.68	0.14%
Industrial	8.09	10,727.40	0.08%
Agriculture and Timber Lands	12.35	4,966.36	0.25%
Conservation Land/ Open Space & Recreation	1004.39	86,038.21	1.17%
Utilities / Transportation	60.70	35,670.19	0.17%
Other	375.39	506,689.28	0.07%

Source: Broward County Resilience Unit, Broward County Property Appraiser GIS, NOAA 2022

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Table 4.32: Land Use Impacts Under the NOAA Int-High 2040 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of Land Use
Residential	124.79	112,129.16	0.11%
Commercial	53.71	27,573.68	0.19%
Industrial	11.51	10,727.40	0.11%
Agriculture and Timber Lands	13.82	4,966.36	0.28%
Conservation Land/ Open Space & Recreation	1090.12	86,038.21	1.27%
Utilities / Transportation	73.75	35,670.19	0.21%
Other	427.41	506,689.28	0.08%

Source: Broward County Resilience Unit, Broward County Property Appraiser GIS, NOAA 2022

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Table 4.33: Land Use Impacts Under the NOAA Int-High 2070 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of Land Use
Residential	2,151.31	112,129.16	1.92%
Commercial	508.11	27,573.68	1.84%
Industrial	143.67	10,727.40	1.34%
Agriculture and Timber Lands	265.50	4,966.36	5.35%
Conservation Land/ Open Space & Recreation	1,668.02	86,038.21	1.94%
Utilities / Transportation	841.76	35,670.19	2.36%
Other	2,654.56	506,689.28	0.52%

Source: Broward County Resilience Unit, Broward County Property Appraiser GIS, NOAA 2022

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Geologic Hazards

For the purposes of this risk assessment geologic hazards are events or incidents that involve seismic or non-seismic ground failures such as earthquakes, landslides, sinkholes, land subsidence, and expansive soils as well as the hazards of tsunami and volcano. The occurrence of geologic hazards is often interrelated with other natural phenomena.

Other Natural Hazards

For the purposes of this vulnerability assessment, "other" natural hazards are limited to wildfire.

Wildfire

Background

A wildfire is any fire occurring in a wildland area (i.e., grassland, forest, brush land) except for fire under prescription.¹⁴ Wildfires are part of the natural management of forest ecosystems but may also be caused by human factors. Nationally, over 80% of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.

There are 3 classes of wildland fires: surface fire, ground fire, and crown fire. A surface fire is the most common of these 3 classes and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire (muck fire) is usually started by lightning or human carelessness and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wildland fires are usually signaled by dense smoke that fills the area for miles around.

Wildfire probability depends on local weather conditions, outdoor activities such as camping, debris burning, and construction, and the degree of public cooperation with fire prevention measures. Drought conditions and other natural hazards (such as tornadoes, hurricanes, etc.) increase the probability of wildfires by producing fuel in both urban and rural settings. Forest damage from hurricanes and tornadoes may also block interior access roads and fire breaks, pull down overhead power lines, or damage pavement and underground utilities.

Many individual homes and cabins, subdivisions, resorts, recreational areas, organizational camps, businesses, and industries are located within high wildfire hazard areas. Further, the increasing demand for outdoor recreation places more people in wildlands during holidays, weekends, and vacation periods. Unfortunately, wildland residents and visitors are rarely educated or prepared for wildfire events that can sweep through the brush and timber and destroy property within minutes.

Wildfires can result in severe economic losses as well. Businesses that depend on timber, such as paper mills and lumber companies, experience losses that are often passed along to consumers through higher prices, and sometimes jobs are lost. The high cost of responding to and recovering from wildfires can deplete state resources and increase insurance rates. The

¹⁴ Prescription burning, or "controlled burn," undertaken by land management agencies is the process of igniting fires under selected conditions, in accordance with strict parameters.

economic impact of wildfires can also be felt in the tourism industry if roads and tourist attractions are closed due to health and safety concerns.

State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks, and fuel management can be designed as part of an overall fire defense system to aid in fire control. Fuel management, prescribed burning, and cooperative land management planning can also be encouraged to reduce fire hazards.

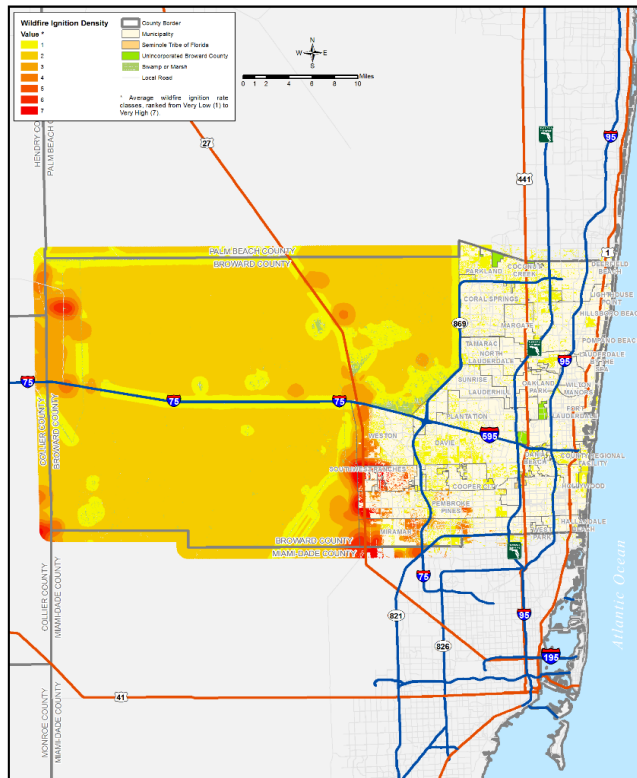
Location and Spatial Extent

Wildfires remain a major hazard of concern throughout the State of Florida. According to the Florida Division of Forestry, nearly 5 million acres have been burned across the state by wildfire since 1981. This includes nearly 125,000 distinct fires, equating to an average wildfire size of 40 acres though many of the larger uncontrolled wildfires may burn hundreds of thousands of acres before being suppressed. The leading causes have been wildfires in Florida have been identified as lightning (particularly in the summer months), incendiary (arson), and debris burning.

Broward County is comprised of 1,197 square miles of land, of which 787 square miles lie within the Everglades Conservation Area. Even though the Everglades are typically thought as of being boggy or wet, a substantial part of the everglades is comprised of sawgrass and melaleuca trees that can rapidly burn. Most fires in the Everglades are started by lightning, a very frequent phenomenon in the Everglades, due to large thunderstorms that form inland. Other fires are caused by improper burning at campfires, or arson.

The Florida Division of Forestry recently completed the development of the Florida Wildfire Risk Assessment System (FRAS). The primary purpose of FRAS is to provide an automated tool for Division staff, as well as other Florida fire specialists, to access and use a series of spatial map data that has been compiled and derived to support operational staff in the future assessment and management of wildland fire risk across the state. This data has been derived by a team of fire experts and reflects the latest and most accurate data describing the wildland fire risk situation based on burnable areas within Florida. **Figure 4.12** illustrates the default FRAS data for Broward County.

Figure 4.12: Wildfire Risk Areas in Broward County



Source: Southern Wildfire Risk Assessment

According to FRAS, the municipalities in western Broward County are at greatest risk to wildfire. They are Coral Springs, Miramar, Parkland, Pembroke Pines, Southwest Ranches, Sunrise, Tamarac, and Weston.

While most of the Broward County municipalities are not likely to be heavily impacted directly by wildfire, the secondary effects of smoke and ash pose significant threats to air quality throughout the area. Human respiratory health is a related concern regarding wildfires occurring not only in the county, but also elsewhere in south Florida.

Historical Occurrences

According to the Florida Division of Forestry, there have been over 21 significant fires in Broward County since 1981 (burning 10,000 acres or more).

Most of these large wildfire events occur in the undeveloped, western portions of Broward County, including the Everglades, and most have occurred during Broward County's dry season which extends from January through May. Common causes of wildfires within the county are drought,

lightning, arson; carelessness by smokers; debris burning; equipment operation; and children playing with matches.

Residential development within the past 10 years has encroached on environmentally sensitive land, including the Everglades Conservation Area. The impact of wildfires in Broward County is seen by reduced air quality, closure of roads, in particular Interstate 75 (Alligator Alley) which is a main link with the west coast of Florida, and in some cases, fires can be a threat to residential and business structure. Wildfires also potentially impact the Miccosukee and Seminole tribal activities in the Everglades.

During May 2007, at least 233 fires burned roughly 100,000 acres in 52 of the 67 Florida Counties, mostly in the northern, central, and southwest. Although most of the acreage burnt by these fires occurred outside of Broward County, the county was blanketed with smoke. This resulted in the closure of major roads and forced many people indoors. On May 9th, the Air Quality Index reached an "unhealthy" range of 154, meaning that the air was unhealthy for sensitive people who have asthma and heart disease. No significant wildfires have occurred in Broward County since 2007.

Probability and Extent of Future Events

The probability of future large wildfire events in western portions of Broward County is considered "likely", particularly during drought cycles and abnormally dry conditions in the Everglades. Of more concern to Broward County emergency management officials are the smaller, more frequent brush fires that ignite in pockets of undeveloped natural areas during periods of dry conditions that are immediately adjacent to developed properties in the urban areas of the County. In the future Broward County is likely to be impacted by significant wildfires that could burn over 10,000 acres or more.

Future Risk Conditions Influencing Wildfire

As discussed earlier in the drought subsection, climate change will likely bring periods of extended drought and higher temperatures which would exacerbate the risk of wildfire in already vulnerable areas.

Vulnerability Assessment

According to the 2011 State of Florida Wildfire Hazard Mitigation Plan Annex, the Florida Fire Service (FFS) maintains a Fire Activity Report database that includes information on all wildfires that FFS responded to dating back to 1980. According to these records, there have been 141,230 fires that have burned over 5 million acres in the past 30 years in Florida. The 2009 parcel data remained the same for Broward County.

Table 4.34: Estimated Number of Structures at Risk from Wildfire

Structure Type	Number of At-Risk Structures
Single-Family Homes	30,840
Mobile Homes	3,980
Multi-Family Homes	21,105
Commercial	1,420
Agriculture	418
Gov./Institutional	372
Total	58,135

Human Caused Hazards

Human caused hazards can affect localized or regional areas are often unpredictable, can cause loss of life and property damage, and can significantly impact infrastructure in Broward County. This section includes human caused hazards that pose the greatest risk in Broward County. Human caused hazards are categorized as biological, societal, and technological. Hazards are listed alphabetically by category.

Biological Hazards

Pandemic/Infectious Disease

Background

Infectious diseases are a constant threat to humanity. Societal, environmental, and technological factors impact the occurrence and persistence of infectious diseases worldwide, as new diseases (e.g., SARS, West Nile Virus) continue to emerge each year and old diseases reappear or evolve into new drug-resistant strains (e.g., malaria, tuberculosis, bacterial pneumonias). Infectious diseases can be carried by infected people, animals, and insects, and can also be contained within commercial shipments of contaminated food.

Three terms are commonly used to classify disease impacts: endemic, epidemic, and pandemic. An endemic is always present at a low frequency (e.g., chicken pox in the U.S.). An epidemic is a sudden severe outbreak of disease (e.g., the bubonic plague during Medieval times), and a pandemic is an epidemic that becomes very widespread and affects a whole region, a continent, or the world (e.g., the 1957 flu pandemic caused at least 70,000 deaths in the U.S. and 1-2 million deaths worldwide.). Fears of pandemic have risen in recent years as our globalized economy and growing population fosters large scale international travel and trade. Also, growing populations increases the vulnerability of all areas to disease as it can travel more quickly and creates difficulty in preventing the spread of infection.

Location and Spatial Extent

Disease impacts all areas of the world, and all areas are vulnerable. Third world countries have fewer resources to fight disease and may be more vulnerable than more industrialized nations. In the United States, the public health system works at the federal, state, and local levels to monitor diseases, plan, and prepare for outbreaks, and prevent epidemics where possible. But, in the age of air travel and worldwide shipping, it is becoming increasingly difficult to contain localized outbreaks as infected or exposed people travel and work, sending the disease across the globe in a matter of hours. Therefore, in an increasing globalized world, public health threats that are not endemic to Florida can impact the region very quickly from halfway around the world.

Historical Occurrences

In early 2020, the Covid-19 pandemic in Broward County impacted businesses and governmental operations. As of this 2022 ELMS update, while the numbers of hospitalized Covid patients and deaths in the Broward County area have fallen, the test positivity rate remains high. Since the beginning of the pandemic, a total of 766,482 cases have been reported. At least 1 in 290 residents have died of Covid-19 for a total of 6,735 reported deaths.

(Source: Communicable Disease Frequency Report, Florida Department of Health)

The Florida Department of Health and the Broward County Health Department maintain disease surveillance for the County, reporting all known medical diagnoses of certain diseases. The current list of reportable communicable diseases for 2022 is listed in **Table 4.37** below.

Table 4.35: Broward County Communicable Disease Cases

Reportable Communicable Disease	Total Reported Cases	Percent of total county population impacted*
Anaplasmosis	2	0.04%
Brucellosis	1	0.02%
Campylobacteriosis	241	5.17%
Carbon monoxide poisoning	9	0.19%
Ciguatera fish poisoning	4	0.09%
Coronavirus/COVID-19	1,071	0.54%
Creutzfeldt-Jakob Disease (CJD)	6	0.13%
Cryptosporidiosis	49	0.05%
Cyclosporiasis	21	0.45%
Giardiasis, acute	93	2.00%
Haemophilus influenzae invasive disease	24	0.52%
Hemolytic Uremic Syndrome (HUS)	1	0.02%
Hepatitis A	8	0.17%
Hepatitis B (pregnant women)	84	1.80%
Hepatitis B, Acute	39	0.84%
Hepatitis B, Chronic	529	11.35%
Hepatitis C, Acute	92	1.97%
Hepatitis C, Chronic (including perinatal)	879	18.86%
Lead Poisoning	212	4.55%
Legionellosis	32	0.69%
Listeriosis	2	0.04%
Malaria	6	0.13%

Reportable Communicable Disease	Total Reported Cases	Percent of total county population impacted*
Meningitis, bacterial or mycotic	5	0.11%
Meningococcal Disease	6	0.13%
Mercury Poisoning	1	0.02%
Mpox	710	15.24%
Mumps	1	0.02%
Pertussis	1	0.02%
Pesticide-related illness and injury, acute	1	0.02%
Rabies, animal	3	0.06%
Rabies, possible exposure	346	7.42%
Rocky Mountain spotted fever and spotted fever rickettsiosis	1	0.02%
Salmonella Paratyphi infection	2	0.04%
Salmonella Typhi infection	1	0.02%
Salmonellosis	898	19.27%
Shiga toxin-producing Escherichia coli (STEC) infection	93	2.00%
Shigellosis	149	3.20%
Streptococcus pneumoniae invasive disease	53	1.14%
Varicella (chickenpox)	38	0.82%
Vibriosis (excluding cholera and Vibrio vulnificus)	15	0.32%
Vibriosis (Vibrio vulnificus)	2	0.04%
Total:	4,661	100%

Source: Data Source: Communicable Disease Frequency Report, Florida Department of Health, 2022

Probability of Future Occurrences

Historical evidence shows that the population of Broward County is vulnerable to disease outbreak, and it is probable that epidemics of infectious disease will impact Broward County in the future warranting a probability level of likely. State and local public health officials maintain surveillance in hopes of identifying disease prominence and containing potential threats before they become epidemics.

Vulnerability Assessment

Estimated potential losses are difficult to calculate because infectious disease causes little damage to the built environment and damages generally are experienced through public health response and medical costs as well as lost wages by patients. Therefore, it is assumed that all buildings and facilities are exposed to disease but would experience negligible damage in the occurrence of an outbreak, but the costs to the public health sector for responding to an outbreak as well as impact to humans may be great.

Hand washing is an effective means of preventing the spread of many diseases, including colds, influenza, norovirus, and shigellosis. Increasing participation in immunization programs will help decrease the vulnerability of some portions of the population to vaccine-preventable diseases. Additional prevention measures continue to be taken in Broward County to limit exposure to insect borne disease (Encephalitis, West Nile Virus, etc.), which primarily means limiting exposure to

mosquitoes. Additional spraying of ponds, standing water, and neighborhoods is occurring throughout Broward County to limit mosquito reproduction.

Societal Hazards

Active Shooter

Background

Active shooter describes the perpetrator of a type of mass murder marked by rapidity, scale, randomness, and often suicide. The Federal Bureau of Investigation defines an active shooter as "one or more individuals actively engaged in killing or attempting to kill people in a populated area," excluding self-defense, gang or drug violence, crossfire, and domestic disputes. The United States Department of Homeland Security defines an active shooter as "an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to this selection of victims." Most incidents occur at locations in which the killers find little impediment in pressing their attack. Locations are generally described as *soft targets* that carry limited security measures to protect members of the public. In most instances, the shooters die by suicide, are shot by police, or surrender when confrontation with responding law enforcement becomes unavoidable. In addition, active shooter events are often over in 10 to 15 minutes. In the past five years, Broward County law enforcement, government officials, school employees, and residents have been experiencing a heightened awareness of the possibility of an active shooter incident occurring in a school or even at public venues. The emergence of an active shooter as a significant hazard stem from the tragic event that occurred at Marjory Stoneman Douglas High School in Parkland in 2018.

On February 14, 19-year-old Nikolas Cruz opened fire on students and staff at Marjory Stoneman Douglas High School in Parkland, a suburb about 30 miles northwest of Fort Lauderdale, murdering 17 people and injuring 17 others. Cruz, a former student at the school, fled the scene on foot by blending in with other students, and was arrested without incident approximately one hour later in nearby Coral Springs. The killing spree is the deadliest high school shooting in United States history, surpassing the Columbine High School massacre that killed 15, including the shooters, in Colorado in April 1999. In the aftermath of the shooting, students at Parkland founded Never Again MSD, an advocacy group that lobbies for gun safety regulations. Governor Rick Scott subsequently signed a bill that implemented new restrictions to Florida's gun laws, and which also allowed for the arming of teachers who are properly trained. The bill also provided funding for the hiring of additional school resource officers. On October 20, 2021, Cruz pleaded guilty to all charges, and on November 2, 2022, he was sentenced to life in prison without the possibility of parole.

Probability and Extent of Future Events

The probability of this hazard occurring is highly likely.

Mass Migration

Background

Mass migration is defined as large numbers of foreign refugees illegally entering into the United States whether by air, land, or sea. The control of migration into the United States is entirely the responsibility of the United States Department of Homeland Security (DHS). As necessary, DHS will deploy resources and direct multi-agency operations to address a potential and full-scale mass migration event in coordination with state and local agencies. Refugees will be processed by the United States Immigration and Naturalization Service, and anyone who is denied entry but remains in the United States will be classified as an illegal alien. Persons entering the United States illegally, or entering through legal manner, such as under Visas etc., but overstay the expiration of the Visa are also considered illegal aliens.

A large uncontrolled influx of immigrants has the potential of significantly disrupting the social and economic stability of local communities by overwhelming the delivery of essential services such as medical response and public safety. While the federal government has the primary responsibility for assuming control of mass migration emergencies, Broward County may have to provide basic care including shelter, food, water, medical, and other social services.

Mass migration events can have widespread and lasting social and economic impacts, including:

- Adverse impacts on the capacity of public schools, public hospitals, and other public facilities to serve the resident population.
- Negative impacts on the wages and working conditions for the resident population.
- Medical costs for illegal immigrants unduly burden hospitals by having to deal with the costs of unpaid medical bills.
- Increased numbers of children without health insurance.
- Contagious diseases that are generally considered to have been controlled in the United States are readily evident along the border and entry points for migration.

Another concern with mass migration events is that many countries today are not willing to take back deported citizens that have tried unsuccessfully to relocate to the United States.

Location and Spatial Extent

Generally, it is assumed that all of Broward County is uniformly exposed to mass migration, and that the spatial extent of impact is large. The areas with the highest vulnerability to immediate and direct mass migration impacts are the coastal municipalities as such an event would likely be executed by sea.

Historical Occurrences

South Florida does have some history with mass migrations from the Caribbean basin, particularly Cuba and Haiti.

April 15 – October 31, 1980 (Mariel boatlift)

The Mariel boatlift was a mass movement of Cubans who departed from Cuba's Mariel Harbor for South Florida between April 15 and October 31, 1980. The boatlift was precipitated by a sharp

downturn in the Cuban economy, leading to simmering internal tensions on the island and a bid by up to 10,000 Cubans to gain asylum in the Peruvian embassy. The Cuban government subsequently announced that anyone who wanted to leave could do so, and an impromptu exodus organized by Cuban Americans with the agreement of Cuban President Fidel Castro was underway. Soon after it was discovered that several the exiles had been released from Cuban jails and mental health facilities, and the exodus was ended by mutual agreement between the two governments in October 1980. By that time up to 125,000 Cubans had made the journey to Florida in an estimated 1,700 boats that overwhelmed the U.S. Coast Guard. Upon arrival, many Cubans were placed in refugee camps, while others were held in federal prisons to undergo deportation hearings.

August – September 1994 (Cuban Raft Crisis)

On August 13, 1994, President Fidel Castro, in view of the increase in illegal Cuban sea exits announced in a speech that from then on, he would retire the Cuban Frontier Guard from the Cuban coasts and would allow anyone who wanted to leave the country to do so. He thereby provoked the biggest raft crisis in the history of the continent, as tens of thousands of Cubans headed by sea toward South Florida. When Florida's Governor announced that the state could not cope with the surge of arriving Cuban immigrants, President Clinton declared an immigration emergency and ordered the interception of Cuban refugees and their transfer to "safe havens" such as the U.S. Naval Base at Guantánamo Bay, Cuba. During this period a total of more than 32,000 Cuban citizens were intercepted on the high seas and transferred to Guantánamo.

Probability of Future Occurrences

As political unrest in South America and the Caribbean continues, there will always be people wanting to immigrate to South Florida where there is an existing extensive network of people from these countries in place. However, as the Department of Homeland Security (DHS) continues to increase border patrols and tightens the security requirements for inbound vessels, the likelihood of a mass migration seems less likely. The probability of future mass migration events in Broward County is considered likely.

Vulnerability Assessment

South Florida is susceptible to mass migration events due to natural catastrophes and political unrest in foreign countries, particularly Haiti and Cuba. Mass migration events involving tens of thousands of immigrants have occurred several times within the last several decades. However, due to more stringent border patrol by DHS the vulnerability of Broward County to such events is limited to moderate.

Terrorism

Background

Information in this subsection borrows heavily from the FEMA, State, and Local Mitigation Planning How-to Guide: *Integrating Manmade Hazards into Mitigation Planning* (FEMA Publication 386-7). For the sake of brevity and consistency with other subsections of this risk assessment, each individual element of terrorism is introduced in relatively abbreviated format.

International and domestic terrorism remains a significant hazard of concern for most communities across the United States, and is even more so following the attacks of September 11, 2001, in the City of New York and Washington, DC. According to the U.S. Department of Justice, Federal Bureau of Investigation (FBI), "Terrorism is the unlawful use of force or violence, or threatened use of force or violence, against persons and places for the purpose of intimidation and/or coercing a government, its citizens, or any segment thereof for political or social goals." The FBI further characterizes terrorism as either domestic or international, depending on the origin, base, and objectives of the terrorist organization; however, the origin of the terrorist or person causing the hazard is far less relevant to mitigation planning than the hazard itself and its consequences.

Terrorism can include computer-based (cyber) attacks and the use of weapons of mass destruction (WMD) to include chemical, biological, radiological, nuclear, or explosive (CBRNE) agents. However, within these general categories, there are many variations. Particularly in biological and chemical weapons, there are a wide variety of agents and ways for them to be disseminated.

The following types of terrorist attacks have been identified by FEMA as part of their guidance on integrating manmade hazards into mitigation planning:

Armed Attack

This element of terrorism refers primarily to tactical assault or sniping from a remote location.

Arson/Incendiary Attack

Arson/incendiary attack refers to the initiation of fire or explosion on or near a target either by direct contact or remotely via projectile.

Agriterrorism

Agriterrorism is the direct, typically covert contamination of food supplies or the introduction of pests and/or disease agents to crops and livestock.

Biological Agent

Liquid or solid contaminants can be dispersed using sprayers/aerosol generators or by point or line sources such as munitions, covert deposits, and moving sprayers.

Chemical Agent

Liquid/aerosol contaminants can be dispersed using sprayers or other aerosol generators; *liquids vaporizing from puddles or containers; or munitions.*

Conventional Bomb/Improvised Explosive Device

This refers to the intentional detonation of an explosive device on or near a target with the mode of delivery being via person, vehicle, or projectile.

Cyber-terrorism

Cyber-terrorism refers to electronic attack using one computer system against another. Cyberthreat vectors inclusive of hacking for political, ideological, and reputational status purposes, and for profit are constantly targeting private and governmental entities. The 2017

ELMS update has classified cyberthreats as an area for additional analysis and Broward County seeks to collaborate with public and private partners such as Florida's Agency for State Technology (AST), the Florida Department of Law Enforcement (FDLE), the Multi-State Information Sharing & Analysis Center (MS-ISAC), and the Southeast Florida Fusion Center for ongoing strategic planning and training initiatives of cybersecurity policy and IT systems protection. Identified Cyberthreats Include:

Malware: Short for Malicious software, is an umbrella term used to refer to a variety of forms of hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs. It can take the form of executable code, scripts, active content, and other software. Malware is defined by its malicious intent, acting against the requirements of the computer user - and so does not include software that causes unintentional harm due to some deficiency. The majority of malware is propagated through user-initiated actions such as clicking on a malicious link in a spam e-mail or visiting a malicious or compromised website. In other instances, malware is disseminated through advertising and drive-by downloads, which do not require user engagement for the infection to be successful.

Ransomware: Ransomware is a type of malware that encrypts files on the infected system/network (crypto ransomware), although a few variants are known to erase files or block access to the system using other methods (locker ransomware). Once access to the system is blocked, the ransomware demands a ransom in order to unlock the files, frequently \$200 - \$3,000 in bitcoins, though other currencies and gift cards are occasionally reported. Ransomware variants almost always opportunistically target victims, infecting an array of devices from computers to smartphones.

Phishing / Spear Phishing: Phishing is the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and, indirectly, money), often for malicious reasons, by disguising as a trustworthy entity in an electronic communication. Phishing is typically carried out by email spoofing or instant messaging, and it often directs users to enter personal information at a fake website, the look and feel of which are almost identical to the legitimate one. Communications purporting to be from social web sites, auction sites, banks, online payment processors or IT administrators are often used to lure victims. Phishing emails may contain links to websites that are infected with malware. Spear Phishing involves social engineering that targets a preidentified victim with details pertaining to the individual.

Denial-of-Service / Distributed Denial-of-Service: Is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users by temporarily or indefinitely disrupting services of a host connected to the Internet. Denial of service is typically accomplished by flooding the targeted machine or resource with superfluous requests in an attempt to overload systems and prevent some or all legitimate requests from being fulfilled. In a distributed denial-of-service attack (DDoS attack), the incoming traffic flooding the victim originates from many different sources. This effectively makes it impossible to stop the attack simply by blocking a single source.

SQL Injection: Is a code injection technique, used to hack data-driven applications, in which nefarious SQL statements are inserted into an entry field for execution (e.g. to dump the database contents to the attacker). SQL injection must exploit a security vulnerability in an application's software. SQL injection is mostly known as an attack vector for websites but can

be used to attack any type of SQL database. SQL injection attacks also allows attackers to spoof identity, tamper with existing data, cause repudiation issues such as voiding transactions or changing balances, allow the complete disclosure of all data on the system, destroy the data or make it otherwise unavailable, and become administrators of the database server.

Intentional Hazardous Material Release

Solid, liquid, and/or gaseous contaminants may be intentionally released from either fixed or mobile containers.

Nuclear Bomb

A nuclear device may be detonated underground, at the surface, in the air or at high altitude.

Radiological Agent

Radioactive contaminants can be dispersed using sprayers/aerosol generators, or by point or line sources such as munitions, covert deposits, and moving sprayers.

Location and Spatial Extent

The location of terrorist attacks is unpredictable, though certain critical facilities and venues for large public gatherings are usually considered to have more inherent vulnerability. With miles of strip malls, about 7.5 million tourists visiting every year and a growing degree of diversity, many say Broward County, and all South Florida, is an ideal place to keep a low profile. Some observers say the county's growth and diversity have added a layer of anonymity for potential wrongdoers. Others point to the proximity of Port Everglades in Fort Lauderdale and the Port of Miami, 2 of the state's busiest ports, and the region's airports and flight schools.

Broward County, like most major metropolitan communities, has the potential to be a target of the terrorist. The county has several sites that would be attractive to a terrorist based on location, potential for publicity, and other targeting factors too numerous to mention here. The world is shrinking, and geographical boundaries and proximity are no longer major factors. Terrorism and drug-related crime have been linked in the past and the area has the potential to be a spawning ground for these illegal and criminal activities, factors that increase risk. Broward County has a population that is ethnically, racially, and economically diverse. While these factors, in and of themselves are of no immediate concern, they can provide individuals and groups commonly associated with terrorism, some degree of freedom to stage and conduct activities. Terrorists have and will take advantage of these conditions to blend in when conducting their illegal activities.

In the hours and days immediately following the terrorist events of September 11, 2001, attention was focused on Broward County in South Florida, where it was suspected at least one of the suicide hijackers, Mohammed Atta, had made his residence in the months prior to that fateful day. Subsequent investigations revealed that at least 7 of the 19 men who crashed hijacked planes on September 11 had spent time in the county.

The location and extent of the various types of terrorist attacks is briefly and generally described below in terms of their effect on the physical environment.

Probability of Future Events

The probability of a future terrorist attack is likely due to the number of potential targets and the current law enforcement efforts underway. The probability of future terrorist attacks is partially monitored by the Department of Homeland Security through the Homeland Security Advisory System. For more information on this system, visit <http://www.whitehouse.gov/homeland/>.

Vulnerability Assessment

The U.S. Department of Justice and the Federal Bureau of Investigation have identified Broward County as a highly volatile area for terrorism activity. There are areas in Broward that are more likely to be targets for terrorism such as critical facilities, communication systems, water and utilities, monuments, and areas where large groups congregate (e.g., stadiums, conventions, worship areas).

Technological Hazards

Hazardous Material Incident

Background

Hazardous material (HAZMAT) incidents can apply to fixed facilities as well as mobile, transportation-related accidents in the air, by rail, on the Nation's highways, and on the water. Approximately 6,774 HAZMAT events occur each year, 5,517 of which are highway incidents, 991 are railroad incidents, and 266 are due to other causes (FEMA, 1997). In essence, HAZMAT incidents consist of solid, liquid, and/or gaseous contaminants that are released from fixed or mobile containers, whether by accident or by design as with an intentional terrorist attack. A HAZMAT incident can last hours to days, while some chemicals can be corrosive or otherwise damaging over longer periods of time. In addition to the primary release, explosions and/or fires can result from a release, and contaminants can be extended beyond the initial area by persons, vehicles, water, wind, and possibly wildlife as well.

Hazardous material incidents can include the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of a hazardous material, but exclude: (1) any release which results in exposure to poisons solely within the workplace with respect to claims which such persons may assert against the employer of such persons; (2) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine; (3) release of source, byproduct, or special nuclear material from a nuclear incident; and (4) the normal application of fertilizer.

Location and Spatial Extent

A hazardous material incident can occur in a variety of locations and spatial extents. Some incidents (such as a fuel spill) can occur in a small location and impact a small spatial extent. Others, such as the release of toxic chemicals may occur from a small location or source but can spread over large areas.

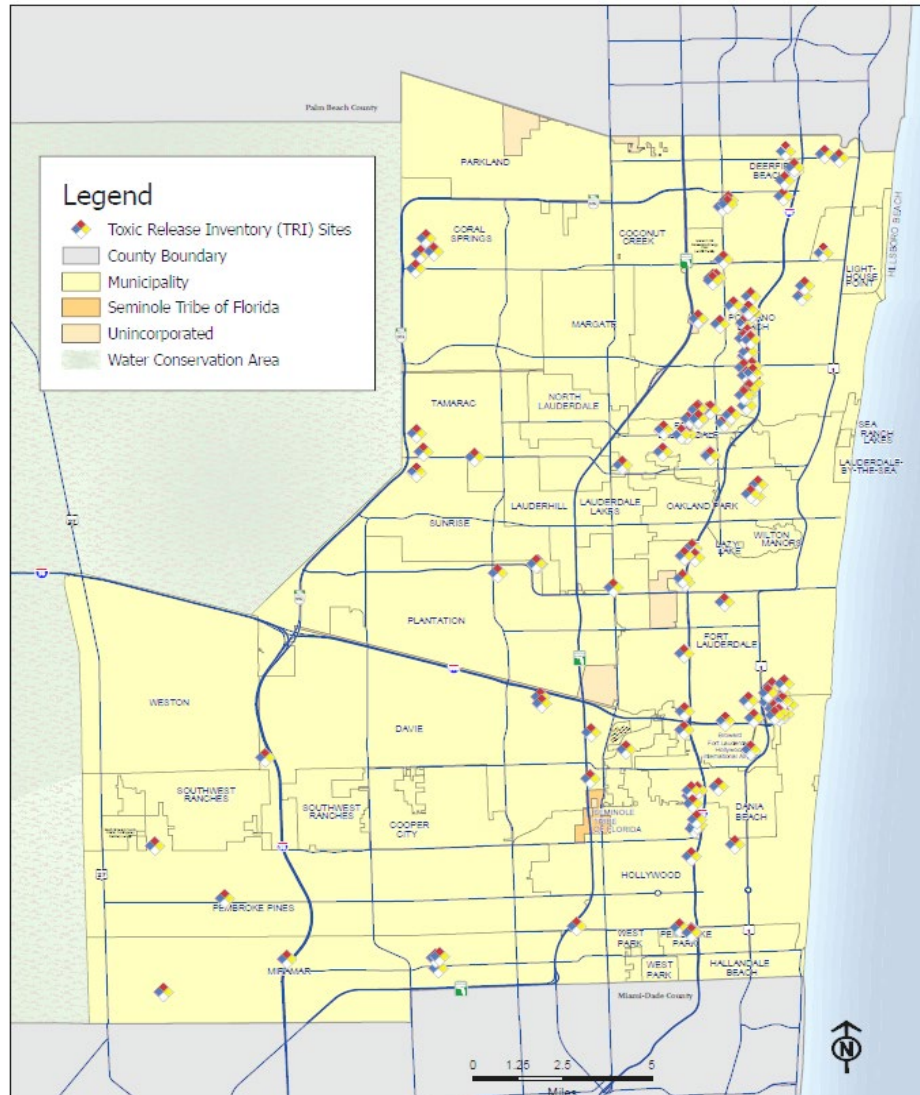
The Emergency Planning & Community Right-to-Know Act of 1986 (EPCRA) requires facilities storing hazardous materials to report those substances annually to the State Emergency Response Commission (SERC), the Local Emergency Planning Committee (LEPC), and local fire departments. There are hundreds of such facilities located throughout Broward County, though many do not store substances or quantities of such that are considered extremely hazardous. Of greater concern to the emergency management community are those facilities that use or produce toxic chemicals above specific thresholds that pose major threats to human life and safety. These include Toxics Release Inventory (TRI) facilities as discussed further under *Vulnerability Assessment*. In Broward County there are a total of 130 TRI facilities, most of which are shown on **Map 4.17**.

Broward County is not only vulnerable to hazardous materials at fixed hazardous material sites but also along key transportation corridors such as Interstate 95, the Florida Turnpike, and the 2 major rail lines that transverse the County. According to the CSX Transportation's report, *Hazardous Materials Density Study for Broward County*, 2006, the topmost transported products via rail system are Sodium Hydroxide Solution, Chlorine, Liquefied Petroleum Gases, and

Petroleum Distillates. There are also 3 underground petroleum pipelines that service Miami International, Homestead, and Ft. Lauderdale International Airports.

One of the most vulnerable locations for hazardous materials incidents is Port Everglades. Port Everglades seaport is the world's third largest cruise-port. About 2.5 million passengers were accommodated at the Port in 2020. On average between 2011 to 2019 Port Everglades accommodated 3.8 million passengers. In FY 21, The dollar value breakdown of all cargo types of Port-wide trade was nearly equal with exports representing 49.9% and import representing 50.1%. Port Everglades kicked off Fiscal Year 2022, which began October 1, 2021, with a record-setting first month reaching 94,588 TEUs (20-foot equivalent units). Container volumes were up 5.5 percent in October 2021 over the previous October record set in 2018. Revenue from petroleum products accounts for nearly 25% of the Port's total revenue. Some 18 counties in Florida are directly reliant on this source of petroleum products.

Map 4.17: Toxic Release Inventory (TRI) Sites



Source: US Environmental Protection Agency 2022 TRI Basic Data Files

Historical Occurrences

Broward County averages about 1 reported hazardous material incident every 3 weeks. These incidents may be a tanker rollover or other accidental releases of substances during transport.

Slightly more than 70% of the hazardous material releases involve petroleum. The most frequently released non-petroleum-based chemicals are ammonia and chlorine.

Probability of Future Events

Due to the continuous presence of hazardous materials being transported or stored in and around Broward County, hazardous materials incidents of varying magnitudes are considered highly likely future events.

Vulnerability Analysis

The Toxics Release Inventory (TRI) is a publicly available database from the U.S. Environmental Protection Agency (EPA) that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. This inventory was established under the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) and expanded by the Pollution Prevention Act of 1990. Each year, facilities that meet certain activity thresholds must report their releases and other waste management activities for listed toxic chemicals to EPA and to their state or tribal entity. A facility must report if it meets the following three criteria:

- The facility falls within one of the following industrial categories: manufacturing; metal mining; coal mining; electric generating facilities that combust coal and/or oil; chemical wholesale distributors; petroleum terminals and bulk storage facilities; RCRA Subtitle C treatment, storage, and disposal (TSD) facilities; and solvent recovery services.
- Has 10 or more full-time employee equivalents
- Manufactures or processes more than 25,000 pounds or otherwise uses more than 10,000 pounds of any listed chemical during the calendar year. Persistent, bio accumulative and toxic (PBT) chemicals are subject to different thresholds of 10 pounds, 100 pounds, or 0.1 grams depending on the chemical.

For fixed site analysis, only toxic sites that have georeferenced data available were analyzed and the circle buffers are drawn around each hazardous material site. 2 sizes of buffers, 500 and 2,500 meters are assumed in respect to the different levels of effect-- immediate (primary) and secondary. For mobile analysis, the major roads (Interstate highway, US highway, State highway) and railroads are chosen to be the routes where hazardous material is allowed. The buffer along the roads is drawn with the same size as fixed site analysis. Census block data was used to estimate exposure.

Table 4.38 shows estimated toxic release exposure of people and buildings by jurisdiction for fixed sites using census block data, while **Table 4.39** shows the result for mobile site toxic release. Primary and secondary impact sites were selected based on guidance from FEMA Publication #426 (*Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings*) and professional engineering judgment. Because many sites containing hazardous materials are in densely populated areas, there are population and structures that could be susceptible to a release from more than 1 site. In some jurisdictions, the number of people and property has been counted more than once to account for their susceptibility to multiple potential toxic releases. Therefore, the number of people and structures that could potentially be impacted may appear to exceed the total number or value of structural units and total population by jurisdiction.

Table 4.36: Estimated Exposure of People and Buildings by Jurisdiction (Fixed Site Toxic Release)

Jurisdiction	Immediate (Primary) Impact			Secondary Impact		
	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk
Coconut Creek	0	0	\$0	15,287	3,952	\$1,093,314,447
Cooper City	0	0	\$0	0	0	\$0
Coral Springs	4,222	1,018	\$301,346,504	35,606	11,649	\$2,742,053,616
Dania Beach	1,113	668	\$204,351,779	21,178	9,393	\$2,134,792,947
Davie	0	0	\$0	4,573	2,440	\$701,481,325
Deerfield Beach	9,353	1,961	\$1,120,009,400	51,911	15,824	\$4,448,959,176
Fort Lauderdale	11,212	4,759	\$2,652,504,621	123,450	45,566	\$18,762,613,213
Hallandale Beach	0	0	\$0	0	0	\$0
Hillsboro Beach	0	0	\$0	0	0	\$0
Hollywood	4,615	2,177	\$542,352,933	72,447	27,436	\$6,384,248,787
Lauderdale-By-The-Sea	0	0	\$0	0	0	\$0
Lauderdale Lakes	154	63	\$23,765,544	3,945	1,311	\$213,447,602
Lauderhill	0	0	\$0	382	214	\$19,833,531
Lazy Lake	0	0	\$0	75	31	\$2,867,225
Lighthouse Point	0	0	\$0	2,212	821	\$270,046,908
Margate	0	0	\$0	56	20	\$2,695,446
Miramar	2,455	826	\$450,554,441	38,698	13,289	\$3,924,123,469
North Lauderdale	99	54	\$23,126,107	511	176	\$49,384,601
Oakland Park	3,719	1,252	\$283,831,547	37,782	13,164	\$2,474,434,020
Parkland	0	0	\$0	422	332	\$174,843,394
Pembroke Park	0	0	\$0	318	140	\$31,266,729
Pembroke Pines	1,797	670	\$127,936,540	16,978	4,931	\$1,231,619,120
Plantation	0	0	\$0	247	110	\$29,185,980
Pompano Beach	5,075	1,450	\$1,371,996,575	52,807	13,734	\$5,819,120,030
Sea Ranch Lakes	0	0	\$0	0	0	\$0
Southwest Ranches	0	0	\$0	0	0	\$0
Sunrise	0	0	\$0	0	0	\$0
Tamarac	710	290	\$121,555,644	2,102	731	\$307,341,280
Broward Municipal Services Districts	807	330	\$43,529,894	10,052	3,789	\$296,934,041
West Park	0	0	\$0	1,316	643	\$82,046,605
Weston	0	0	\$0	0	0	\$398,199
Wilton Manors	0	0	\$0	10,437	3,832	\$890,702,030
TOTAL	45,330	15,520	\$7,266,861,530	502,790	173,527	\$52,087,753,720

Source: Broward County Property Appraiser and Hazus-MH MR3

Table 4.37: Estimated Exposure of People and Buildings by Jurisdiction (Mobile Site TRI)

County	Immediate (Primary) Impact			Secondary Impact		
	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk
Coconut Creek	33,417	10,859	\$2,681,134,650	45,753	11,701	\$3,061,603,270
Cooper City	11,944	4,759	\$827,267,090	30,324	11,860	\$1,943,657,150
Coral Springs	53,193	18,016	\$4,829,695,700	118,703	31,655	\$8,134,798,700
Dania Beach	21,041	9,157	\$2,146,967,360	22,493	7,704	\$1,878,435,580
Davie	43,128	17,434	\$4,911,733,240	72,125	25,955	\$6,711,031,880
Deerfield Beach	65,918	21,755	\$5,746,695,970	71,708	18,500	\$5,161,599,440
Fort Lauderdale	145,839	52,081	\$24,307,175,720	174,407	46,963	\$22,130,694,710
Hallandale Beach	27,471	6,629	\$3,809,116,360	32,437	5,574	\$3,836,691,130
Hillsboro Beach	1,947	337	\$874,503,810	1,947	283	\$810,574,300
Hollywood	106,966	38,547	\$9,785,340,920	137,407	39,957	\$10,029,588,340
Lauderdale-By-The-Sea	6,427	2,192	\$2,102,941,510	6,427	1,575	\$1,739,928,950
Lauderdale Lakes	22,813	3,868	\$1,158,439,200	27,809	4,232	\$1,152,461,750
Lauderhill	49,604	10,116	\$2,197,719,300	66,051	11,554	\$2,492,601,430
Lazy Lake	102	47	\$4,145,050	118	38	\$4,107,550
Lighthouse Point	9,733	4,647	\$1,362,148,460	11,028	4,489	\$1,261,700,120
Margate	22,943	7,520	\$1,277,732,100	50,439	13,866	\$2,296,212,030
Miramar	47,227	17,475	\$5,235,872,030	76,220	26,478	\$7,475,638,380
North Lauderdale	8,644	2,797	\$403,375,520	36,656	9,432	\$1,260,435,790
Oakland Park	34,108	12,609	\$2,494,719,440	42,547	11,631	\$2,473,754,560
Parkland	6,961	3,167	\$1,695,072,100	13,254	5,261	\$2,682,321,260
Pembroke Park	2,055	566	\$118,884,600	6,527	2,906	\$404,154,300
Pembroke Pines	80,205	27,794	\$7,451,109,490	130,899	40,848	\$10,247,846,250
Plantation	43,468	15,451	\$4,271,908,620	83,575	26,821	\$6,803,128,100
Pompano Beach	86,547	26,114	\$9,808,804,590	96,834	22,747	\$8,981,181,420
Sea Ranch Lakes	805	360	\$142,788,670	805	258	\$110,763,020
Southwest Ranches	934	325	\$747,880,580	1,266	358	\$890,133,450
Sunrise	25,072	7,805	\$1,899,288,370	86,466	22,356	\$5,308,400,300
Tamarac	25,873	8,432	\$1,981,329,900	52,060	15,087	\$3,283,696,510
Broward Municipal Services Districts	35,913	14,135	\$759,483,820	57,590	20,754	\$1,106,396,610
West Park	11,074	3,992	\$351,459,380	14,328	4,196	\$331,537,990
Weston	15,794	6,191	\$3,059,188,670	39,508	14,589	\$6,490,572,820
Wilton Manors	11,370	4,410	\$1,017,041,510	12,617	3,475	\$941,493,080
TOTAL	1,058,644	359,603	\$109,460,963,730	1,620,434	463,119	\$131,437,140,170

Source: Broward County Property Appraiser and Hazus-MH MR3

Conclusions on Hazard Risk

The findings presented in this section were developed using best available data, and the methods applied have resulted in an *approximation* of hazard risk. These approximations should be used to understand relative hazard risk and the potential losses that may be incurred. However, uncertainties are inherent in risk assessment methodology, arising in part from incomplete scientific knowledge concerning specific hazards and their effects on the built environment and from assumptions or generalities that are necessary in order to provide a comprehensive analysis and overview of hazard risk for large planning areas.

The hazard identification and risk assessment completed for Broward County is principally a qualitative assessment as recommended by FEMA in its “How-to” guidance document entitled *Understanding Your Risks: Identifying Hazards and Estimating Losses* (FEMA Publication 386-2). It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding expected hazard impacts. It also carefully considers the findings in other relevant plans, studies, and technical reports.

However, when possible, conclusions on hazard risk for Broward County are also driven by quantitative loss estimation using best available data and technology, including the use of Hazus-MH and the statistical risk assessment methodology (further described in the “risk assessment methods” section of this chapter). These quantitative risk assessment approaches are useful for estimating the potential future impact of hazard occurrences in Broward County and each of its municipalities. The results of the quantitative assessment are made even more meaningful when combined with other qualitative information made available through the qualitative assessment, as has been done throughout this chapter and in Chapter 5.

To draw some meaningful planning conclusions on hazard risk for Broward County, the results of the combined risk assessment process were used to generate hazard profiles according to a “Priority Risk Index” (PRI). The purpose of the PRI, described further below, is to categorize and prioritize all potential hazards for Broward County as high, moderate, or low risk.

Priority Risk Index

The prioritization and categorization of identified hazards for Broward County is based principally on the Priority Risk Index (PRI), a tool used to measure the degree of risk for identified hazards in a particular planning area. The PRI is used to assist the Broward County Mitigation Task Force in gaining consensus on the determination of those hazards that pose the most significant threat to Broward County based on a variety of factors. The PRI is by no means scientific but is rather meant to be utilized as an objective planning tool for classifying and prioritizing hazard risks in Broward County based on standardized criteria. Combined with the inventory of local assets and critical facilities, the hazard profiles generated using the PRI allows for the prioritization of those high hazard risks for mitigation planning purposes, and more specifically, the identification of hazard mitigation opportunities for the Broward County Mitigation Task Force to consider as part of its proposed mitigation strategy.

The application of the PRI results in numerical values that allow identified hazards to be ranked against one another (the higher the PRI value, the greater the hazard risk). PRI values are obtained by assigning varying degrees of risk to 5 categories for each hazard (probability, impact, spatial extent, warning time, and duration). Each degree of risk has been assigned a value (1 to 4) and an agreed upon weighting factor, as summarized in **Table 4.40**. To calculate the PRI value for a given hazard, the assigned risk value for each category is multiplied by the weighting factor.

The sum of all 5 categories equals the final PRI value, as demonstrated in the example equation below:

$$\text{PRI VALUE} = [(\text{PROBABILITY} \times .30) + (\text{IMPACT} \times .30) + (\text{SPATIAL EXTENT} \times .20) + (\text{WARNING TIME} \times .10) + (\text{DURATION} \times .10)]$$

Table 4.38: PRI Category

	Degree of Risk			Assigned Weighting Factor
	Level	Criteria	Index Value	
Probability	Unlikely	Less than 1% annual probability	1	30%
	Possible	Between 1 and 10% annual probability	2	
	Likely	Between 10 and 100% annual probability	3	
	Highly Likely	100% annual probability	4	
Impact	Minor	Very few injuries, if any. Only minor property damage and minimal disruption on quality of life. Temporary shutdown of critical facilities.	1	30%
	Limited	Minor injuries only. More than 10% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for more than one day.	2	
	Critical	Multiple deaths/injuries possible. More than 25% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for more than 1 week.	3	
	Catastrophic	High number of deaths/injuries possible. More than 50% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for 30 days or more.	4	
Spatial Extent	Negligible	Less than 1% of area affected	1	20%
	Small	Between 1 and 10% of area affected	2	
	Moderate	Between 10 and 50% of area affected	3	
	Large	Between 50 and 100% of area affected	4	
Warning Time	More than 24 hours	Self explanatory	1	10%
	12 to 24 hours	Self explanatory	2	
	6 to 12 hours	Self explanatory	3	
	Less than 6 hours	Self explanatory	4	
Duration	Less than 6 hours	Self explanatory	1	10%
	Less than 24 hours	Self explanatory	2	
	Less than 1 week	Self explanatory	3	
	More than 1 week	Self explanatory	4	

According to the weighting scheme applied for Broward County, the highest possible PRI value is 4.0. Prior to being finalized, PRI values for each identified hazard were reviewed and accepted by the Broward County LMS Working Group.

PRI Results

Table 4.41 summarizes the degree of risk assigned to each category for all initially identified hazards based on the application of the PRI. Assigned risk levels were based on the detailed

hazard profiles developed for this section. The results were then used in calculating PRI values and making final determinations for the risk assessment.

Table 4.39: Hazards

	Category/Degree of Risk					
	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Atmospheric Hazards						
Extreme Heat	Likely	Critical	Large	More than 24 hours	Less than 1 week	2.3
Severe Storm	Highly Likely	Critical	Moderate	Less than 6 hours	Less than 6 hours	2.8
Tornado	Highly Likely	Critical	Moderate	Less than 6 hours	Less than 6 hours	2.3
Tropical Cyclone	Likely	Catastrophic	Large	More than 24 hours	Less than 1 week	3.2
Hydrologic Hazards						
Coastal Erosion	Likely	Minor	Small	More than 24 hours	More than 1 week	1.9
Drought	Possible	Minor	Large	More than 24 hours	More than 1 week	2.1
Flood	Highly Likely	Critical	Moderate	More than 24 hours	Less than 1 week	2.7
Sea Level Rise/Climate Change	Likely	Critical	Large	More than 24 hours	More than 1 week	2.2
Other Natural Hazards						
Wildfire	Likely	Limited	Moderate	6 to 12 hours	Less than 1 week	1.9
Biological Hazards						
Pandemic/Infectious Disease	Possible	Critical	Moderate	More than 24 hours	More than 1 week	2.7
Societal Hazards						
Mass Migration	Possible	Minor	Small	More than 24 hours	More than 1 week	2.0
Terrorism	Possible	Critical	Moderate	6-12 hours	Less than 24 hours	2.3
Active Shooter	Possible	Critical	Small	Less than 6 hours	Less than 24 hours	2.4
Technological Hazards						
Hazardous Material Incident	Highly Likely	Limited	Small	6-12 hours	Less than 24 hours	2.4
Cyber	Possible	Critical	Large	More than 24 hours	Less than 1 week	2.5

Final Determinations

The conclusions drawn from the risk assessment process for Broward County, including the PRI results and input from the Broward County Local Mitigation Strategy Working Group, the municipalities, and the public, resulted in the classification of risk for each identified hazard according to three categories: *High Risk*, *Moderate Risk*, and *Low Risk* (**Table 4.42**). It should be noted that although some hazards are classified as posing low risk, their occurrence of varying or unprecedented magnitudes is still possible in some cases and will continue to be reevaluated

during future updates. This table was reviewed during this 2022 ELMS revision and the results were confirmed.

Table 4.40: Conclusions on Hazard Risk for Broward County

HIGH RISK	Tropical Cyclone Flood Severe Storm Tornado Hazardous Material Incident Sea Level Rise / Climate Change Extreme Heat
MODERATE RISK	Wildfire Pandemic/Infectious Disease Terrorism Cyber Drought Coastal Erosion
LOW RISK	Mass Migration

Chapter 5 – Mitigation Initiatives

As an initial step in the development of the ELMS, it is necessary to determine what hazard mitigation initiatives are currently underway in the County or planned for the immediate future to establish a baseline of known governmental activities to improve the county's resistance to the impact of disasters. This activity assists the Working Group in establishing its goals and objectives.

Existing Mitigation Initiatives

To complete an inventory of existing and planned initiatives, Broward County's LMS Planning Subcommittee met and worked with stakeholders to gather information regarding initiatives being implemented or planned by local governments in the county. The Planning Subcommittee through a Survey Monkey soliciting information as well as communications internally within the municipalities yielded the information needed to determine existing and future initiatives. A LMS survey form was given to each municipal LMS Working Group member as well as being disseminated to the public for each municipality. Now being more familiar with the definition of mitigation and having ownership in the survey instrument, all the municipalities answered in more detail about mitigation practices. Review of mitigation initiatives throughout Broward County is an ongoing effort.

Broward County and its current 31 municipalities and the Seminole Tribe of Florida participate in a full range of federal, state, and local mitigation programs and initiatives. These programs and initiatives include the LMS, the Community Rating System (CRS), the National Flood Insurance Program (NFIP), Flood Mitigation Assistance Program (FMA), Pre-Disaster Mitigation Program (PDM), Hazard Mitigation Grant Program (HMGP), Emergency Management & Assistance Program (EMPA), Citizen Corp, Continuity of Operations Plan (COOP), Continuity of Government (COG) Plan, ESF#18 – Business and Industry, Broward Recovery Plan and the Broward Comprehensive Emergency Management Plan. The overarching purpose of these activities is the elimination or reduction of hazards presenting significant risk to the county and its residents. Pre-disaster activities will be coordinated through the LMS Working Group (LMSWG). The LMS Coordinator will be the Liaison between the Working Group and the State. For post-disaster activities, the Recovery Manager will liaise with the State mitigation staff and if applicable, the Joint Field Office (JFO), formerly called the Disaster Field Office (DFO).

Some municipalities have proposed no or reduced building permit fees for shuttering of residential structures and related upgrades that are considered mitigation actions, provided that the action meets the South Florida Building Code. All building activity in Broward County (both new construction and renovations) must meet the South Florida building code, which is more stringent than the building code in the rest of the state.

A major mitigation priority of the LMS is the tracking and reduction of repetitive flood loss properties. The county and its CRS participating municipalities track repetitive loss properties county-wide on an ongoing basis using data gathered annually from FEMA and the State (See Chapter 4, "Flood" subsection). For mitigation planning and strategy development purposes, the LMS maintains updated GIS maps and informational databases of repetitive loss property locations relative to historical flood areas and designated Special Flood Hazard Areas (SFHA). Repetitive loss properties are an ongoing discussion and planning priority for the LMS. In the future, a Flood/CRS technical subcommittee will be established to address these issues. The

subcommittee is envisioned to be comprised of public and private sector representatives and will be encouraged to develop and promote mitigation project ideas and strategies.

Building Permitting Activities

The Planning Committee of the LMS Working Group was given the task of determining where mitigation measures are being applied to residential and commercial properties to serve as a benchmark for the LMS. It was determined to be too time consuming for each community to gather information and write a report on behalf of the Working Group. A survey instrument was developed to be filled out by each individual applicant as they apply for a permit in each municipality as part of the permitting process. The completed permit survey forms are gathered by each municipality and submitted to Broward County Emergency Management on a semi-annual basis. An annual report of all mitigation activity will then be compiled.

Capability Assessment

The mitigation strategy serves as a vital link between the risk described in the Risk and Vulnerability Assessment and the ultimate action outcomes of the plan and planning process. A necessary intermediary step is a understanding of the presence of the resources, laws, and programs that help implement mitigation actions. This step is known as the capability assessment and it's basis in the current regulations is 44 CFR 201.6(c)(3):

- 3) A *mitigation strategy* that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

"Future Mitigation Initiatives", found later in Chapter 6, outlines actions to expand on and improve existing tools. Some of the information below is detailed in other parts of the plan. It is summarized (and referenced) below to provide an overview of the authorities, policies, programs and resources (which includes committees, tools, laws and funding sources) that make mitigation possible on an on-going, not just post-disaster, basis in Broward County:

Funding programs

See "Funding Sources" found later in this Chapter.

County programs

- Broward County Risk Management Division – This division for the Broward County Board of County Commissioners is responsible for administering the County's self-insurance program for workers' compensation, general liability, automobile liability, and property damage claims. Broward County's purchased insurance program includes the procurement of property insurance which in 2011-2012 was Factory Mutual (FM) Global. The Division's mission is to continuously develop, manage, and improve insurance and safety/occupational health services in order to provide quality, cost-effective support to its customers and to protect the County's financial well-being.
 - The County has a deductible of \$100,000,000 for its property and FM Global generally requires protection up to a Category 3 windstorm for properties it insures.

Planning policies and Laws

- Land Use Plan - The Broward County Planning Council is charged with the responsibility of preparing a county-wide land use plan under the Charter of Broward County, Florida. The Charter requires all local land use plans within the County to conform to the Broward County Land Use Plan. The Land Use Plan establishes the framework for the future development and redevelopment of Broward County and for the provision of facilities and services within the County. All development must be consistent with the uses, the densities and the intensities of this policy plan.
 - Objective 1.05.00 – Coastal Densities and Hurricane Evacuation: Consider appropriate densities in coastal areas with regards to Broward County hurricane evacuation clearance standards
 - Objective 8.03.10 – Encourages municipalities to prepare flexible land development codes and regulations that address negative drainage pattern impacts caused by impervious surface area of redevelopment/infill activities
 - Objective 8.08.00 – Post-Disaster Redevelopment and Hazard Mitigation: 1) Inventory hazard-prone properties and encourage building codes and development regulations that reduce future property damages and losses [see *Chapter 7 for suggestions for future changes*]. 3) Encourage acquisition or redevelopment of hazard prone property to avoid future damages.
 - Objective 9.07.00 – Protect Areas Subject to Seasonal or Periodic Flooding (identified floodplains): Includes requirements that redevelopment address existing flood problems.
- See “Plan Integration Efforts” in Appendix H for more information about how mitigation is integrated into other community plans including the County’s Comprehensive Plan (which is only pertinent to the Broward Municipal Services District unincorporated parts of the County).

Building codes

- State of Florida Building Code - Broward County and South Florida have probably the most restrictive wind protection building code standards in the nation. Broward County must comply with the State of Florida Building Code, revised in 2010, which has the following wind protection requirements (effective March 12, 2012):
 - Ultimate Design Wind Speed is 170 miles per hour but for residential structures, the design pressures that the wind protection products are required to meet virtually stays the same as the 2007 code which for Broward was 140 miles per hour for the 3-second gust. All of Broward County is in the Wind-Borne Debris Region of the state.
 - Exposure Category (used to describe area around building): C. This category is the most second stringent standard in Florida. Areas affected by wind over open water that extends 5000 feet or 20 times the height of the building in the upwind direction are in Exposure Category D, the most stringent standard.
 - Building Risk Categories requirements for Broward (Ultimate Design Wind Speed):
 - Risk Category I Buildings and Structures: 156 mph
 - Risk Category II Buildings and Structures: 170 mph
 - Risk Category III and IV Buildings & Structures: 180 mph
 - Building Risk Categories are the following:

- **I** - Buildings and other structures that represent a low hazard to human life in the event of failure, including but not limited to agricultural, minor storage and certain types of temporary facilities.
 - **II** – Buildings/structures not listed in I, III and IV which is most residential and commercial buildings.
 - **III** - Buildings and other structures that represent a substantial hazard to human life in the event of failure. A few examples include:
 - Buildings and other structures whose primary occupancy is public assembly with an occupant load greater than 300.
 - Buildings and other structures containing elementary school, secondary school or day care facilities with an occupant load greater than 250.
 - Power-generating stations, water treatment facilities for potable water, wastewater treatment facilities and other public utility facilities not included in Occupancy Category IV
 - **IV** - Buildings and other structures designated as essential facilities. A few examples include:
 - Fire, rescue, ambulance and police stations and emergency vehicle garages.
 - Designated earthquake, hurricane or other emergency shelters.
 - Designated emergency preparedness, communications and operations centers and other facilities required for emergency response.
 - Aviation control towers, air traffic control centers and emergency aircraft hangars.
 - Water storage facilities and pump structures required to maintain water pressure for fire suppression.
- The Building Code Effectiveness Grading Schedule (BCEGS®) - Assesses the building codes in effect in a particular community and how the community enforces its building codes, with special emphasis on mitigation of losses from natural hazards. The concept is simple: municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that. The prospect of lessening catastrophe-related damage and ultimately lowering insurance costs provides an incentive for communities to enforce their building codes rigorously — especially as they relate to windstorm and earthquake damage. Several Broward municipalities participate in the BCEGS rating system. In 2011, Broward Municipal Services District unincorporated Broward County, Lazy Lake, Hillsboro Beach and Lauderdale-By-The-Sea retained a 10% insurance discount because the Broward County Permitting Section of the Permitting, Licensing and Consumer Protection Division maintained its BCEGS rating.

Floodplain management/Flood insurance/Drainage

NFIP participation – As of April 2020, 31 out of 31 of Broward County's municipalities participate in the NFIP as well as the County itself and the Seminole Tribe which is partially located in Broward County. <https://www.fema.gov/cis/FL.pdf>

CRS participation – As of October 1, 2022, 24 of 31 Broward County’s municipalities participate in the CRS program. The Broward’s Municipal Services District (BMSD) also participates.

Drainage responsibilities - Responsibility for canal and lake maintenance (storm water management systems) in most developments is that of the homeowners association. There are 24 independent and dependent districts that have jurisdiction over water related issues and several cities actively manage surface waters in their jurisdictions (e.g., South Broward Drainage District, Central Broward Water Control District). The Broward County Water Management Division has responsibility for seven dependent drainage districts and the Broward Municipal Services District unincorporated neighborhoods not within an independent drainage district. Permitting is done by the independent drainage districts in their districts and by Broward County Department of Planning and Environmental Protection (DPEP) for areas outside of the independent districts. SFWMD permits the larger developments throughout the County.
(<http://gis.broward.org/maps/webPDFs/EnvironmentalMaps/draindistrict.pdf>)

Overarching and Collaborative partnerships

- Climate Change Task Force – On June 24, 2008, the Broward County Board of County Commissioners approved Resolution 2008-442, creating a Climate Change Task Force to develop recommendations for a coordinated county-wide strategy in mitigating the causes, and addressing the local implications, of global climate change. Members of the Task Force are appointed by the Board and other appointing authorities and are supported by County staff. The Task Force meets quarterly, receives reports and presentations on climate issues, and makes recommendations to the Board of County Commissioners.
 - Key responsibility related to hazard mitigation include “the development and implementation of adaptation strategies to alleviate the likely adverse consequences of climate change including rising sea levels, hurricanes and other violent weather events.”
 - The Climate Change Task Force oversees the development and update of the County-wide Climate Change Action Plan (2010, 2015, and 2020).
- Climate Change Government Operations Work Group - The Broward County Climate Change Work Group, which includes representatives from many county agencies, works to identify potential emission reduction strategies and propose implementation of selected actions.
- Southeast Florida Regional Climate Change Compact - Represents a joint commitment of Broward, Miami-Dade, Palm Beach and Monroe Counties to partner in cutting greenhouse gas emissions and adapting to climate impacts. The Compact was formalized following the 2009 Southeast Florida Climate Leadership Summit, when elected officials came together to discuss challenges and strategies for responding to the impacts of climate change. The Compact outlines a collaborative effort to participate in a Regional Climate Team toward the development of a Southeast Florida Regional Climate Change Action Plan. Among the actions the Compact takes related to hazard mitigation are:

- Three iterations (2012, 2015, and 2020) of a Regional Unified Sea Level Rise Projection – partnered with many agencies and experts, including SFWMD.
 - Completion of a regional vulnerability assessment.
 - Three iterations (2012, 2017, and 2022) of a Regional Climate Action Plan, which includes a chapter on Risk Reduction and Emergency Management.
 - Policy positions in the Compact's annual State and Federal Legislative Policies and Priorities documents pertaining to hazard mitigation.
 - Successful advocacy that led the Florida Legislature to create Adaptation Action Areas, a planning designation that allows local governments to focus adaptation improvements in areas of increased risk of inundation due to sea level rise.
- Broward Surface Water Coordinating Council – This group is primarily composed of the SFWMD and local drainage districts. Broward County EMD officials have started attending these meetings to participate in discussions about drainage and public works needs.
 - Enhanced Local Mitigation Strategy –Broward County has a currently approved ELMS and its efforts to enhance it were completed by September 2017. This effort for the 5 year required update is expected to be completed, approved and adopted by March 2018.
 - South Florida Regional Planning Council – Oversees larger issues affecting the four counties in the South Florida area (Monroe, Miami-Dade, and Broward). As of May 2012, the SFRPC is investigating the possibility of conducting a regional economic analysis using modeling software from Regional Economics Modeling, Inc. Also acquires and maintains important economic and demographic data. The Council regularly reviews local government comprehensive plans and plan amendments for consistency with the Strategic Regional Policy Plan (SRPP). Local governments amend their plans regularly to adjust to changing conditions. Plan and plan amendments are reviewed to determine compatibility with the SRPP and for extra-jurisdictional impacts.
 - LEED for Cities and Communities Rating System – In February 2014, Broward County became the first county government in the United States to achieve a Certified 4-STAR (Sustainability Tools for Assessing and Rating Communities) Community Rating. STAR certification provided a clear, data-driven approach to assessing our County's sustainability efforts. In 2018, all STAR Communities projects were fully integrated into the U.S. Green Building Council's LEED for Cities and Communities program. In early 2022, the County joined the first Florida cohort of the LEED for Cities Local Government Leadership Program and committed to recertifying under the new program criteria. The County will be featured in an upcoming issue of USGBC+ Magazine that highlights Florida communities participating in the Leadership Program. The assessment is projected to be a year-long effort, involving input from dozens of County staff, city liaisons and community partners, led by Broward County's Natural Resources Division and Resilience Unit. Broward County sees the LEED for Cities and Communities program as an opportunity to continue with our long-running commitment to national certification programs that hold our sustainability programs accountable. It also an opportunity for conversation and collaboration among our County agencies and departments that goes beyond data collection requests for greenhouse gas inventories.

Post-disaster initiatives for mitigation

- See Broward County Recovery Plan

Federal standards

Department of Homeland Security (DHS) core capabilities - One of the goals of the National Preparedness System (NPS), based on Presidential Policy Directive (PPD) – 8, is the “the unrelenting pursuit of risk informed decisions and actions that increase resiliency”. One central focus of the ELMS is to update and advance an understanding of risk in Broward County to natural and manmade hazards (updating of Chapter 4 including new subsection of Climate Change/Sea Level Rise and addition of Chapter 5). A follow-up to this effort is to review existing mitigation actions and develop new ones based on this better understanding of risk. The following are a listing of DHS core capabilities relevant to hazard mitigation and how the ELMS meets these capabilities:

- Threats and Hazard Identification – “Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.”
 - ELMS meets this capability by providing detailed analysis of how different natural and manmade hazards and threat may affect the County and determine potential magnitudes as well as frequencies (likelihood of future recurrence). This analysis in Chapters 4 and 5 is the basis for the rest of the plan.
- Risk and Disaster Resilience Assessment – “Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity’s risk and increase their resilience.”
 - ELMS meets this capability by involving a wide representation of the community in LMS meetings and presenting them the findings of the risk and vulnerability assessment. In at least 3 meetings during the ELMS development in 2011-2012, the findings of the Economic Vulnerability and update Risk Assessment (e.g., sea level rise subsection) have been presented to the LMS. The LMS has increased its overall membership including the private sector. Under the Recovery Framework development, leadership on the Technical Assistance Committees has emerged from multiple sources (e.g., County/municipal government, private sector).
- Community Resilience – “Lead the integrated effort to recognize, understand, communicate, plan, and address risks so that the community can develop a set of actions to accomplish Mitigation and improve resilience.”
 - See response to “Risk and Disaster Resilience Assessment”. The ELMS is available for review on the Broward County ftp site.
- Long-term Vulnerability Reduction – “Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused incidents by lessening the likelihood, severity, and duration of the adverse consequences related to these incidents.”
 - ELMS meets this through the development of the MAT Tool process which sets up a system for reviewing county investments for mitigation opportunities. In addition, several projects on the current LMS list are for protecting key facilities and

resources. The LMS is in partnership with the Climate Change Government Operations Group which is developing comprehensive planning principles to steer future infrastructure and development away from areas at highest risk from the impacts of climate change and hurricanes. A future step in this process will be to analyze the potential impacts of technological and human-caused impacts on lifelines and taking action. See Appendix O for more information.

- **DHS Threat and Hazard Identification and Risk Assessment (THIRA) guide** – It provides a comprehensive approach for identifying and assessing risks and associated impacts. It expands on existing local, tribal, territorial, and state Hazard Identification and Risk Assessments (HIRAs) and other risk methodologies by broadening the factors considered in the process, incorporating the whole community throughout the entire process, and by accounting for important community-specific factors.
 - Step 1: Assess various threats and hazards facing a community of any size – Chapter 4 provides a comprehensive review of hazards and threats in Broward County
 - Step 2: Vulnerability of the community to these hazards in context with time, season, location, and community factors – Chapter 4 provides historical information indicating where and when these hazards have occurred. It also provides future likelihood and some maps of where the future project losses may occur. Chapter 5 looks specifically at how the major hazards may threaten key commercial core areas and key infrastructure in those area very specifically with maps and loss projections.
 - Step 3: Consequences of the threat and hazards impacting the community – In Chapter 5, under “Summary of Potential Impacts and Potential Areas for Redevelopment” and “Major Government Facilities/Infrastructure Analysis”, consequences of some of the hazards impacting the community are described.
 - Step 4: Through the lens of DHS core capabilities, establish capability targets: This step is primarily geared toward preparedness but in this subsection, it is listed how the ELMS meets the four core capabilities related to hazard mitigation.
 - Step 5: Using the results of the THIRA process, set an informed foundation for mitigation planning activities – Chapter 6 lists County Initiatives, Appendix C lists LMS projects, and Chapter 7 provides how mitigation is incorporated into county planning processes which demonstrate how the County responds through actions and initiatives to the risk outlined in Chapters 4 and 5.

Future Mitigation Initiatives

During 2011-2012, the following additional components were included in the ELMS:

- Inclusion of climate change and sea level rise impacts including proposed changes from the Climate Change Government Operations Group (e.g., the Priority Planning areas as part of the Adaptation Action Areas revision to the Comprehensive Plan)
- More robust private sector involvement including ways to help businesses mitigate and recover quicker from hazard events.
- Coordination with the Recovery efforts including all documents in the Broward County Recovery Framework (formerly County-wide Recovery Process or CRP)
- Use of cost-effectiveness screening tools like the Loss Estimation Tool (LET), which was developed during the ELMS process (Appendix L)

- Integration with community planning and capital improvement funding processes
- Development of a secure website for applicants to submit LMS projects. It will include access to the Loss Estimation Tool and will allow for an automated process of prioritizing the projects based on the criteria in the current prioritization matrix (Appendix A).
- Development of public website to contain guidance materials for the community on mitigation projects for their homes.
- Suggested change to Broward County Land Use Plan.
- HSEEP-compliant workshop on April 12, 2012, to discuss how ELMS meets DHS core capabilities related to hazard mitigation.

During the 2017 Risk and Vulnerability Analysis Workshop the following current or planned Mitigation Capital Improvement Projects were identified:

Table 5.1: Mitigation Capital Improvement Projects

Jurisdiction	Project Description
Broward County	• Traffic Engineering Division has a mast arm conversion program underway to change concrete signals to a mast arms system. Approximately 10 signals per year being completed and they are two-thirds transitioned at this point. Also upgraded traffic sign post program with sturdier square posts.
BCAD – Aviation	• Construction Management Division – Testing Uplift System
Town of Davie	• Planned Emergency Operations Center – Improved Physical Location • Davie is hiring a consultant and getting a Storm Water Master plan completed so that they can further understand their risk and invest dollars in the most effective place for mitigation. • New Field Operations Center Construction • Employee Cybersecurity Training
City of Deerfield Beach	• Storm Water Management Master Plan • Facility (Structural) renovations and rebuild
City of Fort Lauderdale	• The City of Fort Lauderdale has been leveeing residential areas to deal with flooding. City recognizes it needs to improve storm water handling. They have imposed a fee on the Greater Ft. Lauderdale Convention & Visitors Bureau (CVB) and will be imposing it on all residents as well to help pay for this.
City of Hallandale Beach	• Hallandale Beach is nearing the end of a loss mitigation plan that they instituted with the help of FEMA money. HSGP funding providing a Storm Water Pump System with injection wells. • Replacement Lift Station with improved generator built to account for sea-level rise.
City of Margate Engineering	• DEES (Engineering) – Flood Plan Managers, Planning Development Review • PW – Storm water maintenance and improvements • IT – Cybersecurity Threats
City of Margate Fire Department	• Acquisition of Drones for aerial surveillance
City of North Lauderdale	• Repaving and creating greener area • Programming more CIP funding for updated servers for computers and back-up systems. • Making sure pumping stations are up to date, used and tested.

- | | |
|------------------------|---|
| Oakland Park | <ul style="list-style-type: none"> • New EOC with state-of-the-art technology for improved communications. • Drainage improvement program that was initiated in 1998 and is ongoing. • New pump station. • Upgrade of traffic signage (heavier gauge, sturdier) |
| City of Parkland | <ul style="list-style-type: none"> • Road Stabilization |
| City of Pembroke Pines | <ul style="list-style-type: none"> • Storm Water Improvements – Utility Infrastructure Hardening |
| City of Tamarac | <ul style="list-style-type: none"> • Undergone drainage improvements, specifically tree planting and repaving. • Pumps in business district – westside of flood plain • Government Cyber-security investment • Upgrades to canal system |

Appendix C contains the latest update of Broward County's LMS Mitigation Project List. The list of projects is ever changing as projects completed through self-funding or with grant assistance are dropped and new proposed and planned projects are added. Jurisdictions and other potential project sponsors, particularly those not having projects on the current list, are encouraged to submit projects. The expectation is that all eligible applicants are represented on this list with projects that address identified local hazards, vulnerabilities, and mitigation strategies.

The status for each project is included.

Goals and Objectives and Strategies

The Executive Committee has been given the task of formulating the goals and objectives for the LMS. Mitigation goals and objectives must be consistent with the goals and objectives of the county and the individual municipalities' master plans, their codes and ordinances, as well as other endeavors that reflect the aspirations for the welfare, safety and quality of life of their citizens. The 2016-2017 update also included additional new goals and objectives and the identification of proposed strategies that would serve as guidance in achieving goals and objectives. The strategies, goals and objectives were reviewed again in 2016-2017. Most of the existing goals were affirmed and a few revisions/additions were made to the objectives.

The following are the goals and objectives of the ELMS:

Mission Statement

The mission of the Broward County Local Mitigation Strategy Working Group (LMS) is to promote a comprehensive mitigation program to strengthen Broward County and its communities and to minimize the impact of natural, technological, and societal hazards. This can be achieved by increasing public awareness, documenting the resources for risk reduction, and identifying activities that will guide the county towards building a safer community.

I. Proposed Strategies:

- A. Encourage requiring damaged housing structures in the City (municipality) and the Broward Municipal Services District (BMSD) to be restored using hazard mitigation measures to reduce hazard vulnerability.
 - 1. There is a building official's roundtable that meets monthly and Committee Members will engage and participate if allowable to ensure consistent communication and information.
- B. Establish a Disaster Resistant Economic Action for Mitigation (DREAM) Team in the municipalities to assist businesses that will need to mitigate future disasters and increase the likelihood of their continuity. This will become an initiative for the Private Sector Subcommittee.
- C. Incorporate disaster mitigation and resiliency type projects identified and funded in the Enhanced Local Mitigation Strategy (ELMS) into the municipalities Capital Improvement Plans (CIPs).

Goal #1 – Protect human health, safety, and welfare*Objectives*

- 1.1 Limit long-term public investment in areas identified as subject to repetitive damage from disasters.
- 1.2 Ensure the protection of critical facilities such as prohibitions on constructing critical facilities in high-hazard areas (which includes 100-year and 500-year floodplains prohibited by FEMA in 44 CFR Part 9 if federal funds are involved).
- 1.3 Reduce or eliminate development in hazard prone areas such as floodplains (e.g., short term focus on 100-year floodplain and long-term 500-year floodplain).
- 1.4 Implement additional development restrictions in high-hazard areas especially as related to post-disaster redevelopment.
- 1.5 Consider the use of land acquisition programs for properties subject to development that are in high-hazard areas.
- 1.6 Coordinate with SFWMD to discuss what measures need to be taken to prepare and retrofit water control structures for sea level rise to maintain salinity barrier and offer flood protection.

Goal #2 – To increase business, residential, and community awareness and implementation of hazard mitigation*Objectives*

- 2.1 Identify segments of the community most at risk and develop strategies that will ensure effective dissemination of mitigation information.

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- 2.2 Implement a strategy to educate interest in obtaining disaster mitigation and preparedness training.
 - 2.3 Develop a single clearinghouse to disseminate accurate and consistent information relating to disaster mitigation.
 - 2.4 Maintain a profile of available funding sources for mitigation projects and make it available through the Broward County website.
 - 2.5 Create and maintain a listing of successfully mitigated projects to showcase best practices county-wide.
 - 2.6 Actively support the Private Sector Committee and help businesses identify mitigation opportunities for self-funding; particularly in areas identified as vulnerable in the 'hot spots' of Chapter 5.
 - 2.7 Create and maintain a list of highly successful sea level rise adaptation projects to showcase best practices utilized in the South Florida region.
 - 2.8 Hotels, especially those high-rises in coastal mandatory evacuation zones should consider mitigation measures that allow guests and staff to shelter-in-place to protect guests, protect property, and reduce the pressure on shelters.
 - 2.9 With results from Housing Vulnerability Chapter of ELMS (soon to be added), work with municipalities to identify mitigation measures and state/federal funding available to residents in areas of highest vulnerability.

Goal #3 – To ensure adequate training opportunities to support hazard mitigation and enhance outreach efforts that educate the public on existing identified hazards as well as new and emerging threats and hazards.

Objectives

- 3.1 Develop ongoing education and exercise curricula for public and private officials in the areas of hazard mitigation and emergency management.
- 3.2 Support local training opportunities in hazard mitigation construction techniques for building officials, engineers, and other public officials.
- 3.3 Support existing hazard mitigation training efforts.
- 3.4 Maintain a profile of existing available resources for mitigation training projects.
- 3.5 Partner with businesses to offer hazard mitigation classes for residents, especially at hardware and home improvement stores (see also Miami-Dade's "*Mitigation for Misers*").

Goal #4 – To facilitate preventive measures to mitigate hazards.*Objectives*

- 4.1 Encourage local municipalities and eligible nonprofit entities to review site and building plans for hazard mitigation issues and to include storm hardening in the building plans, including retrofit and renovation, of all municipal structures. Link hazard mitigation considerations to each municipality's capital improvement funding process.
- 4.2 Encourage retrofitting of existing residential and business structures using disaster mitigation construction techniques.
- 4.3 Encourage the development of hazard mitigation related building codes and inspection procedures.
- 4.4 Encourage local governments to implement prioritized hazard mitigation projects.
- 4.5 Maintain a profile of existing available funding sources for structural mitigation projects and make it available through the Broward County website, press releases (as applicable), and any Broward County newsletters available to the general public.
- 4.6 Encourage County and municipal agencies to identify mitigation needs for key facilities identified for post-disaster use in COOP plans and research ways and means to mitigate vulnerabilities.

Goal #5 – To facilitate planning initiatives that ensure effective hazard mitigation programs and policies.

- 5.1 In the Adaptation Action Areas, all regulatory agencies should discourage expenditures of public funds for infrastructure improvements that attract new residential development. [see Appendix H and Chapter 7, "County Comprehensive Plan" under "Plan Integration Efforts for more information on Adaptation Action Areas"]
- 5.2 Develop strategies to reduce risk to healthcare patients and special needs medical populations within vulnerable areas, including land development code revisions to discourage the construction of new year-round residential facilities for treatment of special needs medical populations in Adaptation Action Areas.
- 5.4 Encourage all municipalities to develop and maintain an all-hazard Comprehensive Emergency Management Plan (CEMP) that is consistent with other county plans and procedures.
- 5.5 In areas identified by the vulnerability analysis as being a threat due to the presence of hazardous materials, local governments should encourage compatible land uses, and improve public safety.

Goal #6 – Develop and enhance regional mitigation efforts.*Objectives*

- 6.1 Coordinate with other government agencies to develop regional mitigation efforts to include a variety of hazard related events and potential future sea level rise threats.
- 6.2 Work with SFWMD to upgrade and/or retrofit water control structures for flooding and changing sea level rise conditions.
- 6.3 County should continue to work in collaboration with municipalities, adjacent counties and continue to focus on efforts to mitigate against sea level rise, especially in the face of a probable decrease in funding from state and federal government.

Goal #7 – Promote mitigation partnerships and innovative methods of financing mitigation.*Objectives*

- 7.1 Develop effective partnerships with public and private sector organizations and significant agencies and businesses for future hazard mitigation efforts.
- 7.2 Identify Alternative Financing for mitigation measures for locally funded actions beyond code, beyond county insurer requirements.
- 7.3 Evaluate use of Global Match credit to be tracked for potential use with HMGP projects.
- 7.4 Utilize County personnel (EMD, OIAPS/Grants Management) to assist municipalities on obtaining grants or other funding for infrastructure repair/improvement projects especially those that improve drainage in areas historically prone to flooding or Repetitive Loss (RL) or Severe Repetitive Loss (SRL) properties.

Goal #8 – Lower flood insurance premiums through Community Rating System (CRS) activities*Objectives*

- 8.1 Encourage 100% municipal participation in the CRS.
- 8.2 Because the LMS Working Group recognizes that flood insurance premiums will continue to rise, pursue actions whenever possible which will result in CRS credit for the county and all municipalities within it.

Goal #9 – Encourage resilient infrastructure county-wide.*Objectives*

- 9.1 Utilize the LMS Project List to prioritize projects that encourage sustainable, resilient infrastructure and include as part of annual project list update process with revision of

language on screening forms.

- 9.2 Utilize the LMS to promote the incorporation of green infrastructure where, and when possible, mitigate existing critical facilities and promote activities that address climate change concerns.
- 9.3 Prioritize incorporation of natural solutions to hazard mitigation and climate adaptation efforts to address and enhance the recovery of coral reefs. Promote coral restoration-related projects, including coral propagation and deployment capacity, in efforts to restore and enhance the integrity of natural infrastructure.

Prioritization of Mitigation Projects

A mechanism for determining and prioritizing mitigation projects for Broward County was sought out as part of the early Local Mitigation Strategy. A consultant drafted the first version of prioritization procedures, but as the LMS Working Group evolved, members began the process and realized a more simplified version would be necessary for implementation. In 2015 as part of the EMAP self-assessment phase and in 2016-2017 as part of the ELMS process and with oversight by the Executive Committee the Matrix was slightly revised to include language changes that incorporated compliance with emergency management standards. The latest Project Prioritization Matrix version can be found in Appendix A and the revised Proposed Mitigation Project Form in Appendix B.

It is the responsibility of each jurisdiction/agency to identify mitigation projects. As projects are identified, the jurisdiction/agency should screen the project using the Loss Estimation Tool and must complete a submission form for the project to be considered (see Appendix B). This tool incorporates FEMA mitigation grant cost-effectiveness principles in a user-friendly format and is an excellent way to screen projects on their likelihood to be cost-effective. Once completed, the project proposal form is then submitted to the LMS Coordinator, who in turn presents them to the Executive Committee to be scored and ranked. In the future, a formal review schedule will be developed. See Appendix L for Loss Estimation Tool information.

A current listing of active projects can be found in Appendix C and will be reviewed by the Executive Committee on an annual basis, or as deemed necessary, to validate its ranking and applicability. In addition to these projects, which should undergo a resubmittal using the revised Appendix A and B forms, the ELMS process created additional overarching mitigation actions that are listed in "Future Mitigation Initiatives" and "County Initiatives" in this chapter. As part of the annual updates, all entities who have submitted projects are required to indicate if a project has remained viable. If not, that project will be removed from the active list and coded "Inactive". Completed projects will also remain on the list to show progress in implementing the mitigation plan.

Presently, the top 10 priority projects are listed, along with scoring numbers. Soon, it is a priority for the LMS Working Group to completely review and update all projects to reflect current costs and applicant priorities.

In the event of a Presidentially Declared Disaster, Broward County Emergency Management Division will work with federal, state, and local officials to coordinate and manage FEMA Disaster Assistance funding programs. When the State opens the application period for HMGP and/or

PDM funds, the most current prioritized projects, which meet the HMGP and/or PDM requirements, will be gathered and reviewed by the Executive Committee. Consideration for projects for other FEMA funding sources, e.g., FMA, Repetitive Flood Claims (RFC) and Severe Repetitive Loss (SRL), will occur as needed based on funding availability and meeting these programs' more restrictive eligibility criteria.

A tiered approach will be used to best utilize the available HMGP funding throughout Broward County. Projects will be categorized as Single Jurisdiction, Multi-jurisdictional, and County-wide. The applicable percentage applied for each category will be established by the Executive Committee for each disaster.

County Initiatives

These are larger overarching actions that require the leaderships of the County EMD and the LMS Executive Committee to consider for implementation. These are recommended actions resulting from the various components of the ELMS process. Overall, they will respond to the updated risk information from Chapter 4 and Chapter 5.

- Use the National Weather Service (NWS) Storm Data Report as recommended by the Florida Division of Emergency Management/Florida Planning and Development Lab's "Recommended Integration Practices: Strengthening the Floodplain Management Plan and Portions of the Local Mitigation Strategy"¹⁵. The County EMD should facilitate the adoption of this process with the municipalities. It provides a uniform, credible source of data collection that is stored in a centralized area on a more permanent basis that can endure changes in staff level at local level. It is accessible to anyone with an internet connection and has the following procedures:
 - Storm Data Report allow multiple avenues for the submission of storm data which includes phone reports, internet reports, collection from local media sources, and calls to local emergency dispatchers during or after a severe weather occurrence. This data will then be compiled and stored in the online NWS Storm Data Database to include critical detailed information like a listing of structures impacted and flood depths with each report.
- Coordinate with the SFWMD and Surface Water Coordinating Council on larger-scale drainage projects.
- Consider the formal designation of cooling centers.
- Conduct a pilot project to evaluate the feasibility of developing a network of weather sensors across the county that support real time analysis and alert of local conditions.
- Support the following recommendations from the 2020 Broward County Climate Change Action Plan that pertain to hazard mitigation:
 - Contribute to local, regional, and state climate planning efforts.
 - Continue support for the Southeast Florida Regional Climate Change Compact (Compact)
 - Lead advocacy for climate change policies and legislation
 - Engage technical support of state and federal agencies.
 - Adopt adaptation standards that consider climate change and sea-level rise.

¹⁵ Reference to the August 2011 draft version of this FDEM/FSU document

- Support adaptation of at-risk infrastructure and facilities
- Address mitigation and adaptation policies in the Land Use Plan
- Incorporate resilience criteria into the Broward County surtax project review process.
- Utilize resiliency checklists.
- Pursue amendments local and state codes to advance resilient design.
- Educate residents on climate risk.
- Educate and prepare for public health impacts.
- Encourage dialogue among elected officials, staff, and socially vulnerable populations.
- Address social vulnerabilities through local government programs.
- Engage and educate private sector stakeholders and community members about resilience strategies for the built, natural, and social environment.
- Support community hubs that enable economic mobility, health, mental health, and safety for all community members
- Ensure beneficial social equity and health outcomes by considering the impacts of land use policy, public infrastructure, public service, and post-disaster recovery decisions on vulnerable populations.
- Update and advance assessments of the vulnerability of transportation infrastructure
- Integrate dynamic adaptive approaches into processes leading to transportation and other investments.
- Coordinate to achieve resilience across transportation planning and investments.
- Pursue shared drainage and water management infrastructure.
- Use local and regional data and tools to inform resilience planning.
- Maintain, update, and share high-resolution elevation data.
- Expand the use of technology and data analytics.
- Pilot technologies and services
- Partner on data and performance measurement
- Sea level rise adaptation planning
- Improve inundation mapping capabilities.
- Encourage FEMA to consider sea-level rise in flood map updates.
- Adopt new 100-year storm maps.
- Update design storm criteria
- Incorporate combined sea-level rise/storm surge impacts in hazard mitigation and adaptation planning.
- Re-evaluate CCCL and CHHA for climate change impacts.
- Support research on the vulnerability of the built environment
- Collect LiDAR data.
- Analyze sea-level rise, rainfall, drainage and hurricane impacts.
- Analyze flood control level of service and compounded flooding.
- Develop dynamically adaptive management strategies.
- Apply models to develop resilient design standards.
- Enhance the resiliency of County-owned infrastructure and properties.
- Improve the resilience of buildings and structures.
- Maintain beaches.
- Retrofit flood control structures for sea-level rise.
- Coordinate local water management improvements.
- Advance sanitary sewer connections

- Phase-out septic systems where necessary to protect public health and water quality.
 - Engage the private sector in resilience initiatives.
 - Convene a countywide forum for coordinated resilience planning.
 - Develop and implement a countywide resilience plan.
 - Emphasize adaptive pathways.
 - Develop a resilience dashboard.
 - Engage the private sector to develop strategies for adapting energy infrastructure.
 - Support ongoing coral reef restoration and resilience activities.
 - Prioritize areas for living shorelines.
 - Resilience planning for parks and open spaces
 - Promote green stormwater infrastructure.
 - Engage the community in flood mitigation programs.
- Support efforts to restore funding to SFWMD needed for long-term drainage assistance.
 - Build on public involvement efforts in developing a website or webpage to provide the public guidance materials on mitigation projects for their homes. This effort and any follow-up technical assistance/outreach activities will help mitigate the vulnerability of residential housing in Broward County depicted in Appendix J.
 - Encourage the participation and coordination of nature-based solution projects through design, implementation, monitoring, and maintenance, supporting shoreline protection through reef restoration.
 - Coordinate with federal and state agencies, regional and local governments, and stakeholders to advance partnerships and identify priority projects that address coral reef restoration through nature-based solutions for the purposes of hazard mitigation.

Funding Sources

The following is a list of the primary funding sources for mitigation projects with key information:

Federal

- **FEMA HMGP** – Key purpose is to provide an opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters during the post-disaster reconstruction process. The State of Florida has additional parameters on how HMGP funds are made available in the state post-disaster. (See **Table 6.1** for a list of eligible project types for HMGP and the other 4 FEMA mitigation grant programs).
- **FEMA PDM** – Key purpose is to provide a sustained pre-disaster natural hazard mitigation program to reduce the risk to population and structures from future hazard events. The program is funded out of non-disaster programs with the intent to reduce reliance on Federal funding from future disasters. The PDM annual budget is subject to periodic fluctuations based on Congressional priorities.
- **FEMA FMA**– Key purpose is to reduce or eliminate claims under the NFIP by making available funds for flood mitigation projects for structures covered by flood insurance policies.

- **FEMA RFC** – Key purpose is to make grant funds available to reduce flood damages to individual properties for which one or more flood insurance claim payments for losses have been made and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period.
- **FEMA SRL** – Key purpose is to make grant funds available to reduce flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and will result in the greatest savings to the NFIF in the shortest period.
- **FEMA Public Assistance (PA) 406 Mitigation Grant Program** (this potential funding source is also detailed in the Broward County Recovery Framework (former CRP) – Is available for counties included in a FEMA presidential disaster declaration if they are otherwise eligible for the PA program, a valid and eligible PA project is included in the Project Worksheet in a timely manner, and the FEMA PA group administering the disaster is in agreement. Project types range from floodproofing, to wind protection to road elevation to drainage upgrades/improvements.
- **Department of Housing and Urban Development (HUD) Community Development Block Grant program (CDBG) Disaster Recovery Program** – This program is made available on a case-by-case basis by the U.S. Congress and is usually authorized after larger disaster events that already received a presidential disaster declaration. Project types are generally for residential properties (acquisition, elevation) but can also be available for small businesses including rental properties (elevation). Code enforcement support is also potentially eligible.
- **US Army Corps of Engineers Mitigation** - The USACE's Flood Control (Structural & Non-Structural), Section 205 of the 1948 Flood Control Act, as amended, authorizes the U.S. Army Corps of Engineers to develop and construct small flood control projects. Each project is limited to a Federal cost of \$7,000,000.00 and must be economically justified, environmentally sound, and technically feasible. The USACE's Emergency Streambank and Shore Protection program, Section 14 of the 1946 Flood Control Act, as amended, authorizes the USACE to develop and construct streambank and shoreline protection projects. The goal of the program is to protect endangered highways, bridge approaches, public works facilities, churches, public and private nonprofit public facilities. Each project is limited to a Federal cost of \$1,500,000.00 and must be economically justified, environmentally sound, and technically feasible. Section 103 of the 1962 River and Harbor Act authorizes the USACE to develop small projects for the purpose of shore protection and beach restoration. Each project is limited to a Federal cost of \$3,000,000, and must be economically justified, environmentally sound, and engineering feasible. Eligible applicants include local municipalities and public agencies.
- **Department of Homeland Security (DHS), State Homeland Security Program (SHSP)** – Eligible activities include planning, training, exercise, and organization including mitigation and recovery activities from acts of terrorism and catastrophic events.
- **Coastal Management Program Grants** – Includes the Coastal Resource Improvement Program which funds on small-scale construction or land acquisition projects that enhance

public access to the coast, facilitate redevelopment of urban waterfronts, or preserve and restore coastal resources,

- **Department of Education Emergency Management for Higher Education (EMHE)** - A grant program for institutions of higher education to evaluate their risk and prepare for risks from natural and manmade hazards. In 2008-2009, Broward College received an EMHE grant. Eligible project activities include plans, vulnerability assessments, support building, organization, and training.
- **EPA grants for stormwater including Green Infrastructure, Clean Water grants, and Impaired Streams** (usually must include water quality element) – see http://water.epa.gov/grants_funding)

Table 5.2: Eligible Project Activities of the 5 FEMA Mitigation Grant Programs

ELIGIBLE ACTIVITIES	HMGP	PDM	FMA	RFC	SRL
1. Mitigation Projects	☒	☒	☒	☒	☒
Property Acquisition and Structure Demolition	☒	☒	☒	☒	☒
Property Acquisition and Structure Relocation	☒	☒	☒	☒	☒
Structure Elevation	☒	☒	☒	☒	☒
Mitigation Reconstruction					☒
Dry Floodproofing of Historic Residential Structures	☒	☒	☒	☒	☒
Dry Floodproofing of Non-residential Structures	☒	☒	☒	☒	
Minor Localized Flood Reduction Projects	☒	☒	☒	☒	☒
Structural Retrofitting of Existing Buildings	☒	☒			
Non-structural Retrofitting of Existing Building/Facilities	☒	☒			
Safe Room Construction	☒	☒			
Infrastructure Retrofit	☒	☒			
Soil Stabilization	☒	☒			
Wildfire Mitigation	☒	☒			
Post-Disaster Code Enforcement	☒				
5% Initiative Projects	☒				
2. Hazard Mitigation Planning	☒	☒	☒		
3. Management Costs	☒	☒	☒	☒	☒

Source: FEMA Hazard Mitigation Assistance Unified Guidance

State

- Resilient Florida Grant Program
- EMPA Competitive Grant Program
- Emergency Management Performance Grant
- County Base Grant Program
- The Florida Coastal Management Program
- Florida Coastal Partnership Initiative – <http://www.dep.state.fl.us/cmp/grants/index.htm>
- Hurricane Loss Program (formerly Residential Construction Mitigation Program)

Any required local match will be the responsibility of the applicant. For FEMA approved projects using HMGP funds, there can be instances where project costs increase and the federal share become less than the applicable cost share, typically 75%. If this occurs and additional funding becomes available, the LMS may choose to increase the federal cost share to the maximum allowable amount. Any locally funded hazard mitigation projects should be brought to the attention of the LMS Executive Committee for potential Global Match credit.

Pending Wind Mitigation Actions

The Broward County Division of Construction Management obtained FEMA hazard mitigation grants for four County hazard mitigation projects. The funding was used to fortify the Main Library, the Ron Cochran Building at the Public Safety Complex, the East Wing of the Broward County Judicial Center, and Fleet Service Center Number Three in Pompano Beach. This work will primarily involve the replacement of windows at each location with new impact-resistant glass and frames.¹⁶

Completed Flood Mitigation Actions and National Flood Insurance Program (NFIP) by Jurisdiction

As required by 44 CFR §201.6(3)(ii), each jurisdiction must address its “participation in the NFIP, and continued compliance with NFIP requirements as appropriate”. The National Flood Insurance Program Community Book <http://www.fema.gov/fema/csb.shtm> verifies all Broward County communities are listed as participating in the National Flood Program. The following activities are broken down by community:

Broward County, Unincorporated Broward Municipal Services District – (CRS Community)

Unincorporated Broward County has been a CRS community since October 1, 1992 and is currently a Class 6. The County has designated the Environmental Permitting Division's Assistant Director as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 6 years include:

- Maintain Elevation Certificates for New/Substantially Improved Buildings
- Provide Flood Zone Information
- Inform Lenders, Insurance Agents, and Real Estate Offices of Our Services
- Keep Old and Current FIRMs
- Produce/Distribute Flood News Newsletter
- Maintain Flood Protection Materials at Library
- Provide Flood Protection Assistance
- Preserve Open Space in Floodplain
- Enforce Floodplain Management Regulations

¹⁶ From Broward County eCounty website, accessed on 4/27/12, which delivers news at http://www.broward.org/ecountyline/Pages/vol_33_no_3/news.htm

- Use/Update Flood Data GIS Information
- Produce/Distribute Property Protection Information to Repetitive Loss Areas
- Prepare Floodplain Management Plan (LMS) Annual Progress Report
- Inspect/Repair/Maintain Drainage Systems
- Implement Drainage System Portions of CIP
- Provide Information on Stream Dumping Regulations
- Implement Flood Warning Program

Broward County's current Floodplain Management Ordinance reflects the latest FIRM maps. As of December 2022, the County had 3,239 NFIP policies in force (in 2016, this count was 14,988).

Coconut Creek, City of– (CRS Community)

CRS activities undertaken in the past 5 years include:

1. Constant monitoring of the drainage systems and drainage basins.
2. On-going Capital improvement projects to improve water quantity and quality of the drainage system, which consist of waterways dredging and maintenance. The design and permitting are performed in-house.
3. On-going preventive maintenance programs consisting of swale re-grading, and stormwater systems cleaning and repairs. Maintenance program performed mainly in-house.
4. Training by Floodplain Manager of Engineering Department staff, who reviews building permits. Training includes NFIP regulations and Elevation Certificates.
5. Maintenance of a clear map depicting various Flood Zone designations.
6. Brochures related to flooding and NFIP requirements were sent to every household in the City.
7. Answering various residents with questions about Flood Zones, Flood Hazards, and how to mitigate flooding. Courtesy site visits are also available.
8. GIS mapping of all utilities including drainage in the City as well as Flood Zones. The maps can also be accessed by the public since it is web-based.
9. Maintenance and scanning of all elevation certificates database.
10. Maintenance of all Letter of Map Revision (LOMR) database.
11. CRS 510 Floodplain Management update for year 2010 (see attachment).

The City of Coconut Creek's current Floodplain Management Ordinance reflects the latest FIRM maps.

Cooper City, City of– (CRS Community)

The City of Cooper City has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Conduct and document drainage system maintenance throughout the community.
- Conduct drainage system maintenance by inspecting/repair/maintain drainage system.
- Continue to preserve and maintain our open space and parks system.
- Enforce Floodplain Development Permits
- Enforce Floodplain Management Regulations

- Enforce stormwater management ordinances.
- Enforce our stream dumping regulations.
- Inform lenders, insurance agents, and real estate offices of our services.
- Inform residents of the Broward County "Home Damage Assessment Program" which will benefit the City by providing critical information where major damage has occurred.
- Maintain and keep old and current FIRMs.
- Maintain Elevation Certificates for all new/substantially improved buildings.
- Maintain flood protection materials at the local library.
- On-going training for staff relative to floodplain management
- Prepare/distribute Floodplain Management Plan (LMS) Annual Progress Report
- Preserve open space in floodplain.
- Produce and maintain a log and history of drainage system maintenance provided to residents.
- Produce/distribute outreach projects to all residents/businesses within the floodplain and all of Cooper City
- Produce/distribute property protection information to Repetitive Loss Areas
- Produce/distribute property protection information to Repetitive Loss Properties
- Provide copies of Elevation Certificates to residents and/or businesses
- Provide flood protection assistance.
- Provide information on "no dumping" signage throughout the City.
- Provide letters of Flood Insurance Rate Map Determination
- Provide property protection assistance to homeowners and/or businesses.
- Update and maintain the Flood Information on the City's website.

The City of Cooper City's current Floodplain Management Ordinance reflects the latest FIRM maps.

Coral Springs, City of– (CRS Community)

The City of Coral Springs has been a CRS community since 1992. Coral Springs is currently a Class 8 Community. The Development Services Department serves as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Elevation Certificates are required by the Building Department to be completed for all projects in areas considered in the special flood hazard areas.
- The City's Engineering Department provides basic flood zone information as well as personal assistance and site visits to all inquirers.
- Maps showing the City's flood zones are provided at the library and can also be accessed at <http://www.coralsprings.org/floodinformation/floodmap.pdf>
- Coral Springs provides information to every city resident through its "Under the Sun" magazine. Information in the magazine includes knowing about hazards, protecting people, protecting property, preparations and warning systems, and education.
- about wetlands

- Coral Springs also hosts “Slice of the Springs” meetings which provide more specific education and information to local areas of the City.
- The City’s Engineering Department also provides information available to residents who call or visit the office with questions regarding flood information.

The City also provides flood information online at: <http://www.coralsprings.org/living/flood-zone-information>. The City of Coral Springs’ current Floodplain Management Ordinance reflects the latest FIRM maps.

Dania Beach, City of– (CRS Community)

The City of Dania Beach has been a CRS Community since December 1992. Dania beach is currently a Class 9 Community. The city has designated Eleanor Norena, City’s Community Development Operations Manager as CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5years include:

- Maintenance of Elevation Certificates on all new and substantially improved building in our Special Flood Hazard Area.
- Availability of elevation certificates for newer properties as requested.
- The Building Division provides flood insurance rate map information to inquiries and keeps electronic record of the information provided.
- Flood insurance rate maps are updated as necessary.
- The Broward County Main Library maintains flood protection materials.
- Floodplain management provisions outlined in the City’s zoning and building codes are enforced.
- The Florida Building Code is enforced by the City of Dania Beach.

The City of Dania Beach’s current Floodplain Management Ordinance reflects the latest FIRM maps. As of May 31, 2017, Dania Beach has 3,161 flood policies (in 2011 this count was 2,084).

The last Community Assistance Contact (CAC) was October 20, 2010, by the State at which time FEMA found no violations or other programs deficiencies.

Davie, Town of– (CRS Community)

The Town of Davie has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information Service
- Outreach Projects
- Flood Protection Information
- Open Space Preservation
- Higher Regulatory Standards
- Flood Data Maintenance
- Stormwater Management
- Floodplain Management Planning
- Drainage System Maintenance
- Dam Safety

The Town of Davie enacted its initial floodplain management ordinance on June 16, 1976, through Ordinance 1976-23, and still reflects the latest FIRM maps. There have been 4 revisions, in 1977, 1988, 1995, and 2005. Based on this ordinance, the Town's Building and Engineering Departments enforce the floodplain management ordinance. As of January 2011, the Town had 17,752 NFIP flood policies in force (in 2009, this count was 19,294).

The State of Florida conducted its Community Assistance Contact (CAC) in February 2006. The Community Assistance Visit (CAV) identified that additional definitions were necessary in the Town's floodplain management ordinance. The Town Council revised the ordinance to reflect these new definitions in March 2005

Deerfield Beach, City of- (CRS Community)

The City of Deerfield Beach has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information Service
- Outreach Projects
- Flood Protection Information
- Open Space Preservation
- Higher Regulatory Standards
- Flood Data Maintenance
- Stormwater Management
- Drainage Systems Maintenance
- Flood Warning Program

The City of Deerfield Beach's current Floodplain Management Ordinance reflects the latest FIRM maps.

Fort Lauderdale, City of- (CRS Community)

The City of Fort Lauderdale has been a CRS Community since 1992 and is currently a Class 6. The city has a standalone Floodplain Manager, who is also designated as the CRS Coordinator. The Floodplain Manager has a staff of three Floodplain Development Review Specialists. CRS activities undertaken in the last 5 years include:

- Provide On-going Training for Staff and External Stakeholders Relative to Floodplain Management
- Maintain Elevation Certificates for New/Substantially Improved Buildings
- Provide Flood Zone Information · Inform Lenders, Insurance Agents, and Real Estate Offices of Our Services
- Keep Old and Current FIRMs
- Maintenance of all Elevation Certificates in an Electronic Database
- Develop and Distribute Floodplain Management Related Outreach
- Maintain Flood Protection Materials at Local Libraries
- Provide Flood Protection Assistance
- Preserve Open Space in Floodplain
- Enforce Floodplain Management Regulations
- Use/Update Flood Data GIS Information

- Produce/Distribute Property Protection Information to Repetitive Loss Areas
- Prepare Floodplain Management Plan (LMS) Annual Progress Report
- Inspect/Repair/Maintain Drainage Systems
- Conduct Drainage System Portions of CIP
- Provide Information on Stream Dumping Regulations

The City of Fort Lauderdale's current Floodplain Management Ordinance reflects the latest FIRM maps. As of June 26, 2017, the City had 39,239 flood policies. The Florida Division of Emergency Management, State Floodplain Management Office conducted a Community Assistance Visit in 2013 and found no violations or other program deficiencies. The last ISO CRS Cycle Visit was in 2016 and reviewed the City's documentation regarding current and past CRS activities. The last Community Assistance Visit was conducted by FEMA in the summer of 2017.

Hallandale Beach, City of– (CRS Community)

The City of Hallandale Beach has been a CRS Community since 1994. Hallandale Beach is currently a Class 6. The city has designated the Building Official as the CRS Coordinator and the Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Maintain Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area
- Provide Flood Insurance Rate Map information; inform lenders, insurance agents, real estate offices of the above activity.
- Provide an annual outreach project to the community.
- Maintain flood protection materials in our public library.
- Provide flood protection assistance to inquirers and maintain records of the service.
- Preserve open space in the floodplain.
- Enforce storm water management provisions through our Zoning, Engineering, Building, and local Code of Ordinances
- Mandate a drainage system maintenance program.
- Develop a Program for Public Information (PPI)

The City of Hallandale Beach's current Floodplain Management Ordinance reflects the latest FIRM maps.

Hillsboro Beach, Town of– (CRS Community)

The Town of Hillsboro Beach has been a NFIP participating community since 1978 and a CRS Community since October 1994.

On September 10, 2008, the Town had a 5-year Cycle Visit and no violations or deficiencies were noted. The Town expanded the Public Outreach and Map Information Services for this visit. GIS Based Flood Plain Maps were prepared relative to FEMA Flood Zones, Parcel Lines, Future Land Use and Zoning Districts. The Town's Website and Flood Prevention Brochure were updated and provided to all Town residents.

Hollywood, City of– (CRS Community)

The City of Hollywood, Florida has been a NFIP participating community since 1972 and a CRS Community since October 10, 1992. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information
- Outreach Projects
- Flood protection Information
- Flood Data
- Open Space preservation
- Higher regulatory Standards
- Flood Data Maintenance
- Storm Water Maintenance
- Stormwater management
- Floodplain Management
- Drain System Maintenance
- Dam Safety

The current Floodplain Management Code of Ordinance for the City of Hollywood titled Chapter 154: Flood Damage Prevention reflects the latest FIRM maps including: Map Numbers 12011C0304, 307,308,309,312,316,317,319 with Map Index 12011C000 Revised 10/2/97. The City's code specifically regulates new construction and substantial improvement to existing structures.

Lauderdale-By-The-Sea, Town of- (CRS Community)

The Town of Lauderdale- By-The-Sea has been a CRS Community since 2000. CRS activities undertaken in the past 5 years include:

- Outreach Programs
- Enforcement
- New Drainage and Maintenance
- Community Activities include:
 - Open Space preservation
 - Map Information
 - Maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area (SFHA)
 - Continue to make copies of elevation certificates on newer properties available on the community's present office location.
 - Provide Flood Insurance Rate Map information, advise information on the flood insurance purchase requirement to inquirers, and keep records of the service.
 - Continue to keep our FIRM updated and maintain old copies of the FIRM.
 - The public library continues to maintain flood protection materials.
 - Continue to provide flood protection assistance to inquirers.
 - Continue to enforce our current building code.
 - Continue to enforce the floodplain management provisions of our zoning, subdivision, and building' code ordinances.
 - Continue to enforce the stormwater management provisions of our zoning, subdivision, and building code ordinances for new developments in the watershed.
 - Continue to implement our drainage system maintenance program including record keeping of the maintenance activities.

- Continue to implement the sections of our Capital Improvements Program which pertain to drainage system maintenance.
- Continue to enforce our stream dumping regulations.

The Town of Lauderdale-By-The-Sea's current Floodplain Management Ordinance reflects the latest FIRM maps.

Lauderdale Lakes, City of

The City of Lauderdale Lakes has been a participating NFIP community since 1979 and in good standing. In 2006, the City passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Operations Manager of the Public Works & Engineering Services Department. Permitting in Special Flood Hazard Areas (SFHAs) is issued through a consultant contracted by the Engineering Services Division.

Lauderhill, City of – (CRS Community)

The City of Lauderhill has been a CRS Community since October 2, 1992. The City of Lauderhill is currently a Class 7. The City has designated the City Engineer as Floodplain Manager and Mrs. Joan Fletcher as the CRS Coordinator. CRS activities undertaken in the past 5 years include:

- Maintaining two pump stations (A and B) which control 2/3 of the entire canal channel which reduces flooding and give the City of Lauderhill control of the canal elevation.
- Yearly cleaning of the catch basins throughout the communities to ensure entire drainage system is free of blockage.
- The installation of new drainage and the lowering of the swale area.
- Repaving the roads redirecting the rainwater toward the drainage or catch basins.
- Culvert rehabilitations (Canal 30 and NW 82 Avenue, NW 50 Avenue, and NW 19th Street)
- Canal/Lake embankment stabilizations
- Water Treatment Plant Drainage Reconfiguration
- A Northwest Quadrant Drainage Project to assist in the drainage improvements after storm events.

The City of Lauderhill current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2017, the City has 3,020 flood policies. Most of the City was removed from the Special Flood Hazard Area in the 2014 FEMA Flood Map update. The last CAC was conducted in January 11, 2012, at which time the State found no violations or other program deficiencies. The next CAC is scheduled for May 1, 2018.

Lazy Lake, Village of

The Village of Lazy Lake has been a participating NFIP community since 1992 and in good standing. Lazy Lake has an approved Flood Damage Prevention Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Mayor and manages development as required by a participating member of the NFIP.

Lighthouse Point, City of – (CRS Community)

The City of Lighthouse Point has been a CRS Community since 1993. CRS activities undertaken in the last 5 years include:

- Providing outreach to its property owners by way of the City website and newsletter regarding flood zone information. The information in the City newsletter is mailed to every

property owner on an annual basis, and a brochure is mailed annually to all properties in the community's Special Flood Hazard Area (SFHA). The information is also on display at the City's public buildings. The City Library has available a multitude of periodicals, such as books, pamphlets, brochures, and fact sheets regarding disaster preparedness and recovery, flood insurance program, and its supporting documentation. During hurricane season, the Library places on display hurricane/wind/flood disaster preparedness in a showcase which includes sources of information, damage, and disaster control.

- The City's Building Department maintains both on-site and off-site elevation certificates for new and substantially improved buildings and recordkeeping of floodplain inquiries. Upon request, elevation documentation, and the Flood Insurance Rate Map (FIRM) is provided to the public. Additionally, technical advice and assistance is provided to interested property owners. The available documentation and technical assistance is annually publicized and always displayed on the community's website.
- Overall, the City maintains its designated open space preservation sites. The City's Stormwater Management Plan enforces the stormwater management regulations, including freeboard in non-SFHA zones, soil and erosion control, and water quality. The City enforces a regulation prohibiting dumping in the drainage system. The drainage system inspection and maintenance is conducted on an on-going basis. A Capital Improvement Program is ongoing for the drainage system management.

The City of Lighthouse Point current Floodplain Management Ordinance reflects the latest FIRM maps.

Margate, City of- (CRS Community)

The City of Margate has been a CRS Community since the year 2000. Margate became a Class 7 Community in 2011. The City has designated Reddy Chitepu, Director, as both the Floodplain Manager and CRS Coordinator. CRS activities undertaken in the past 5 years include the following activities:

- Maintain Elevation Certificates on all new and substantially improved buildings in Special Flood Hazard Areas (SFHA).
- Maintain database for permits issued for new or substantially improved buildings in the SFHA.
- Provide Flood Insurance Rate Map (FIRM) information and information on the flood insurance purchase requirements to inquirers.
- Complete annual outreach project to the community.
- Keep our FIRM updated and maintain old copies of our FIRM.
- Maintain flood protection materials on the city website and the public library.
- Update flood information on the city website annually.
- Provide flood assistance/information to anyone requesting such assistance/information.
- Preserve or increase open space in the floodplain.
- Enforce the floodplain management provisions of our zoning, subdivision, and building code ordinances.
- Use and update our flood data maintenance system.
- Enforce the stormwater management provisions of our zoning, subdivision, and building code ordinances for new developments in the watershed.

- Track building improvements and repairs
- Enforce the requirement that all new buildings must be elevated above the street or base flood elevation.
- Inspect and maintain all city drainage facilities.
- Enforce the current building code.
- Use and update our flood data.
- Provide flood management data to our repetitive loss properties as well as our defined repetitive loss areas.
- Implement our drainage system maintenance program.
- Enforce our stream dumping regulations.
- Maintain our system of Benchmarks.
- Maintain our Flood System Threat Recognition

The City of Margate's current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2011, the City had 10,884 flood insurance policies.

Miramar, City of– (CRS Community)

The City of Miramar, Florida has been a CRS Community since 1994. Miramar is currently a Class 8. The City has designated the Assistant Public Works Director as the CRS Coordinator and Senior Zoning Specialist as Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information Service
- Outreach Projects
- Flood protection Information
- Flood protection Assistance
- Update flood information on the City's website
- Open Space preservation
- Higher Regulatory Standards
- Flood data maintenance
- Stormwater management
- Floodplain management Planning
- Drainage System maintenance
- Flood Warning program
- Dam Safety
- Canal embankment stabilizations

The City of Miramar's current Floodplain Management Ordinance reflects the latest FIRM maps. As of April 2017, the City had 7,193 flood policies. The last Community Assistance Visit was conducted on 2013 at which time no violations or other program deficiencies were found.

In 2011, the City of Miramar purchased a replacement street sweeper as part of its continuing efforts to reduce the amount of debris on the roads and contaminants entering the City's stormwater system, canal, and waterways. These actions are in accordance with the City's Best Management Practices and NPDES requirements for flood protection. n and pollution control.

Flood Damage Reduction Projects Follow-up

Historic Miramar Redevelopment is a major City priority in preserving and upgrading the historical eastern areas of the City. During the Historic Miramar Infrastructure Improvements Phase 1 project, the City invested \$10 million to enhance and improve the underground utilities infrastructure. These improvements were completed in 2007. In 2010, Phase 2 was started and completed in December 2013 for \$700,000. Phase 3 was bid in September 2016 and awarded in May 2017 for \$8.4 million with an expected completion date of late 2018. A goal of this project is to provide water and sewerage, and enhanced flood protection.

Canal/Lake Embankment Stabilization Project

The City of Miramar owns the canals and lakes east of University Drive in Historic Miramar. Many of these canal and lake banks are experiencing erosion and failing seawalls. In 2012, the City embarked on a canal/lake embankment stabilization program for the repair/reconstruction of eroded canal/lake banks. The City retained a consultant to perform an Engineering Feasibility and Needs Assessment Study of the canal/lake embankments. In February 2016, Phase 1 was started and completed in March 2017 for \$260,000. The City has allocated \$1.7 million to future phases of the project over the next five (5) years. Stabilization of the canal/lake embankments will prevent further loss of land on the affected properties; and help improve the water quality in the canals and lakes. In addition, the associated dredging of the canals/lakes bottoms will increase the storage capacity of water in the canals/lakes.

North Lauderdale, City of– (CRS Community)

The City of North Lauderdale has been a NFIP participating community since 1979 and a CRS Community since October 1993. CRS activities undertaken in the past 5 years include:

- Secure and store elevation certificates
- Firm Map Information to the public, lending institutions, and insurance agents
- Outreach Projects such as quarterly newsletters and special events
- Flood Protection Information through the Broward County Library System in the city
- Flood Protection Assistance by providing certified construction and stormwater inspectors to address public concerns.
- Open Space Preservation throughout the 153.7 AC of parks in the SFHA to control flooding potential.
- Stormwater Management and participation with Broward County in compliance with our NPDES permit
- Drainage System Maintenance is conducted by the North Lauderdale Water Control District personnel.

The City of North Lauderdale current Floodplain Management Ordinance reflects the latest FIRM maps.

Oakland Park, City of– (CRS Community)

The City Of Oakland Park (ID #120050) has fully participated in the NFIP Community Rating System (CRS) since June 9, 1994. The City's CRS activities undertaken in the past 5 years include:

- The maintenance of a Stormwater Management Ordinance as part of the City's Land Development Code, enforcing floodplain management requirements related to drainage

which includes regulating all and substantially improved construction in special Flood Hazard Areas (SFHAs).

- The City's Engineering & Community Development Department along with the Public Works Department are committed to enforcement of regulations, procedures, and design criteria as it relates to the City's Stormwater/Floodplain Management Plan. New development/redevelopment is regulated by the City's Land Development Code, Chapter 24. Sections pertaining to Stormwater Management include Article IX, Environmental Regulations and Article X, Floodplain Management. The City's Building Official enforces all development/redevelopment in accordance with the latest edition of the Florida Building Code.
- The City's Public Works Director and the City Engineer jointly enforce all regulations as adopted in Chapter 12 of the City Code, Article II, Stormwater Management. The City's Building & Permitting Division of Engineering & Community Development Department maintains all elevation certificates for new and substantially improved buildings. Copies of those elevation certificates are made available to the public upon request. Oakland Park has also adopted the Broward County Local Mitigation Strategy (LMS).

In addition, the City participates in the following NFIP/CRS activities:

- Map Information Service
- Open Space Preservation
- Flood Data Maintenance
- Community Assistance
- Higher Regulator Standards
- Community Outreach
- Drainage System Maintenance Program
- Stormwater Management
- Repetitive Loss Properties

The City of Oakland Park's current Floodplain Management Ordinance reflects the latest FIRM maps. Oakland Park provides an annual Floodplain Management Plan update to the CRS as a requirement of our annual recertification. In addition, the City maintains a database in relation to the FEMA flood insurance rate map amendments and uses GIS floodplain identification and mapping techniques for data collection, research, and public information purposes.

Parkland, City of

The City of Parkland has been a participating NFIP community in good standing since 1979. In 1988, the City passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Building Official. Permits in Special Flood Hazard Areas (SFHAs) are issued by the Building Division, excluding development permits such as for infrastructure and roadways, which are permitted by the Engineering Department. The City of Parkland has not approved any variances to the Floodplain Management Ordinance.

Other Information

Most property in the City is zoned residential. All commercial and most residential construction in the City is post-FIRM.

Approximately half of all properties within the City are designated Zone 'X' since December 1992, with a very small area of Zone 'X' (shaded). At the time of the City's adoption of the Floodplain Management Ordinance, this area represented the approximate physical boundaries of the City.

The other, western 'half', which was farmland subsequently annexed into the City, is for the most part designated Special Flood Hazard Area 'AH'. The base flood elevations were determined to be 12, 13, and 14 at the time of the printing of the rate maps, August 18, 1992. The major developer, who added lakes, culverts, and a pumping station, received approval for 2 LOMRs, which essentially modified most of this property from AH 13 or 14 to AH 12.

In addition, the City received notification from FEMA approving LOMAs for 33 individual lots and one 35-lot residential subdivision development in this western area, re-designating each of these SFR structures from AH 12 to Zone 'X'.

Pembroke Park, Town of

The Town of Pembroke Park has been a participating NFIP community in good standing since May 1, 1979. In 1979, the Town passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Public Works Director. Permitting in Special Flood Hazard Areas (SFHAs) is issued by the Chief Building Official. The Town has not allowed variance to the flood plain ordinance.

Pembroke Pines, City of- (CRS Community)

The City of Pembroke Pines has been a CRS Community since October 1, 1994. Pembroke Pines is currently a Class 7. The City has designated the City Engineer as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Publishing a flood awareness flyer to all residential and commercial address twice per year
- A pro-active drainage system maintenance program
- Adding flood zone information to our public website as well as a trained staff member available by telephoning the department
- Acquisition of open space
- Modification of our flood protection ordinance

The City of Pembroke Pines' current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2017, the City had 10,022 flood policies (in 2011, this count was 35,622). The last CAV was on November 14, 2007, at which time the FEMA found no violations or other program deficiencies.

Plantation, City of- (CRS Community)

The City of Plantation has been a CRS Community since October 1, 1992. The City of Plantation is currently a Class 6. The City has designated Brett Butler, City Engineer, as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Maintain Elevation Certificates on all new and substantially improved buildings in Special Flood Hazard Areas (SFHA).
- Maintain database for permits issued for new or substantially improved buildings in the SFHA.

- Provide Flood Insurance Rate Map (FIRM) information and information on the flood insurance purchase requirements to inquirers.
- Complete annual outreach project to the community.
- Continue to keep our FIRM updated and maintain old copies of our FIRM.
- Maintain flood protection materials on the city website and the public library.
- Continue to preserve or increase open space in the floodplain.
- Continue to enforce the floodplain management provisions of our zoning, subdivision, and building code ordinances for new developments in the watershed.
- Continue to enforce the requirement that all new buildings must be elevated above the street or base flood elevation.
- Continue to inspect and maintain all city drainage facilities.
- Provide property protection and flood management data to our repetitive loss properties as well as our defined repetitive loss areas.
- Continue to implement our drainage system maintenance program.
- Continue to enforce our stream dumping regulations.

The City of Plantation's current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2017, the City had 7,698 flood policies (in 2011, this count was 21,240). The Insurance Services office conducted a verification visit on October 12, 2017.

Pompano Beach, City of- (CRS Community)

The City of Pompano Beach has been a CRS Community since 1993. Pompano Beach is currently a Class 7 and has been since 2012. The city has designated Paola A. West, Principal Planner, as the CRS Coordinator and Michael P. Rada as the city's Floodplain Manager. The following is the summary of the city's current program for NFIP compliance:

- Prevention for new properties:
 - The City of Pompano Beach has land development regulations which mandate the height of all new residential buildings at 18" inches above the crown of the road and of all new nonresidential buildings at 6" inches above the crown of the road. Section 152.29 (C) (1) (a) & (b)
 - The City of Pompano Beach requires that the elevation of seawalls newly erected, or repaired in a manner which effects elevation, shall be consistent with the elevations of adjacent seawalls. Persons so desiring to construct or repair a seawall to an elevation above adjacent seawalls shall furnish a plan to the City Engineer for approval prepared by an engineer in the State of Florida, showing elevations of proposed and adjacent seawalls referenced to North American Vertical Datum of 1988 (NAVD 88) and justifying the desired seawall elevation. The design shall provide for a stepped transition from proposed to existing seawall elevations with a rise not to exceed seven inches and a run or tread not less than eleven inches. However, the desired seawall elevation shall not exceed an elevation of five feet ten inches NAVD 88. Section 151.05. By the end of July, a revision to this code section is anticipated to be adopted whereas the "stepped transition" for seawalls will be removed and will read as follows: The desired seawall elevation shall not exceed an elevation of five feet ten inches NAVD 88. Persons so desiring to construct or repair a seawall shall furnish a plan to the City Engineer for approval prepared by an engineer in the State of Florida, showing elevations of proposed and adjacent seawalls referenced to North American Vertical Datum of 1988 (NAVD 88).

- The State of Florida established a coastal construction line pursuant to section 161.053, F.S. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S. Section 152.24.
- Drainage Facilities are required for all new development. The level of service is established in the Drainage Element of the Comprehensive Plan. Section 154.74
- The City of Pompano Beach has a stormwater utility which maintains the existing drainage facilities and constructs new drainage facilities. Section 53.16 (E)
- Property protection: To protect existing properties from flooding and maintain drainage, the city limits paving of the swales in the right-of-way (Section 100.38); encourage existing homeowners to maximize green space and regrade their properties to direct stormwater into swales and catch basins; the city regularly regrades swales, as needed, and maintains catch basins and routinely clean drains to ensure flooding due to clogged catch basins is minimized; the City has spent \$14.7 million in the past 5-years on capital improvement projects that improve stormwater management and reduce flood potential on private property; the city has a 5-year capital improvement plan with \$29.0 million worth of stormwater improvements to be implemented in the next 5-year time frame. The City also assists the private sector in issuing Letters of Map Amendments (LOMAs) and Letters of Map Revisions (LOMRs); maintains training in the NFIP; and in the review of Elevation Certificates. The City currently has six (6) Certified Floodplain Managers in the Building Division and one additional Floodplain Manager in the Planning and Zoning Division. The city also maintains a GIS system with elevation and flood plain data and keeps the city website updated with all flood related information that might be useful to the private sector.
- Natural resource protection: The city has a dune restoration program along the beach and maintains several pine scrubs preserves within the city limits.
- Emergency services: In coordination with the City of Pompano Beach and the National Weather Service, Broward County issues hurricane and tropical storm watches and warnings as well as storm surge watches and warnings (new in 2017). Broward County and the City of Pompano Beach operate Emergency Operations Centers and the city currently utilizes the CodeRed system for emergency notification messages. The water utility phone base is utilized for contact information and the public can also opt into the system through the city's Website.
- Structural projects: Beach renourishment is performed at irregular intervals and the city implements an annual list of stormwater improvement projects as mentioned above. The city has updated the Floodplain/Stormwater Management Master Plan which is a 2-year process that will culminate in an updated Capital Improvements Program to continue to improve the structural integrity of the drainage system.

Public Information:

- The City of Pompano Beach maintains digital flood zone maps on a GIS system with an aerial base map that shows an extremely high level of detail and can be searched for specific properties based on the property address for any property in the city.
- The City of Pompano Beach mails the Tradewinds magazine to residents twice a year. Tradewinds contains an article on flooding and flood protection.
- The City of Pompano Beach mails a letter to insurers, lenders, and real estate offices each year to inform them of the availability of flood zone information.

- Flood plain maps are available at the City's libraries as well as City Hall.
- People can call the City for technical assistance. The telephone number is published in Tradewinds article.
- The city mails an 11-page, highly detailed "Flood Hazard" brochure to all property owners near the start of each hurricane season.
- The city has established a specialized email address floodzoneinfo@copbfl.com for people to request their flood zone information.

The City of Pompano is scheduled to be converted from the 2007 CRS Manual to the new 2013 CRS Manual at its verification visit sometime next year. To assess the current flood mitigation practices of the City, find new ways to reduce flood risk (and possibly obtain a lower classification and increase flood insurance discounts), and to convert practices to the "new" manual standards, the City has entered into a Service Agreement with CRS (Community Rating System) Max Consultants. CRS Max Consultants has recently identified a few areas where changes in regulations can help obtain additional CRS points, with the goal of improving the City's rating from a 7 to either a 6 or 5. An analysis is being done to determine if/how adoption of the freeboard standard, which requires that new residential buildings or substantial improvements to existing residential buildings be constructed 1 foot or more above the Base Flood Elevation could be implemented in Pompano Beach. The freeboard approach is different from the current regulation which mandates the height of all new residential buildings and substantial improvements to existing buildings be at base flood or 18" inches above the crown of the road--whichever is greater, and all new nonresidential buildings be base flood plus one foot or 6" inches above the crown of the road--whichever is greater (Section 152.29 (C)). Adoption of the freeboard standard has been identified by CRS Max Consultants as one of these changes. Additionally, the City is currently working on creating a Program for Public Information (PPI) Committee to find additional ways to obtain credit through outreach.

The City of Pompano Beach current Floodplain Management Ordinance reflects the latest FIRM maps that were adopted on August 18th, 2014. As of May 2017, the city had 19,426 flood policies (in 2013, this count was 25,824).

Sea Ranch Lakes, Village of

The Village of Sea Ranch Lakes has been a participating NFIP community in good standing since 1977. Sea Ranch Lakes has an approved Flood Damage Prevention Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Chief of Police. Permitting in Special Flood Hazard Areas (SFHAs) is issued by the Village Clerk.

Southwest Ranches, Town of

The Town of Town of Southwest Ranches has been a participating NFIP community in good standing since November 2004. In 2004, the Town passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The new designated Floodplain Manager will be the Town Engineer. Permitting in Broward County Emergency Management Special Flood Hazard Areas (SFHAs) will also be issued by the Town Engineer.

Sunrise, City of-- (CRS Community)

The City of Sunrise has been a CRS Community since 1996. Sunrise is currently a Class 7. The City has designated the Deputy Utilities Director as the CRS Coordinator and City Engineer as the Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Maintaining Elevation Certificates for New/Substantially Improved Buildings

- As requested, provide Flood Insurance Rate Map information and copies of available Elevation Certificates to residents, lenders, insurance agents, and real estate offices.
- Providing annual outreach to all property owners, including residents within the flood plains, receiving a water bill.
- Our website and public library maintain flood protection materials.
- We use our regulatory flood data before a new development can proceed in our floodplain.
- We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances.
- Updating or flood data maintenance system on an annual basis as needed.
- Enforcing the stormwater management provisions of our zoning, subdivision and building code ordinances for new developments in the watershed.
- We continue to implement our drainage system maintenance program.
- We continue to enforce our stream dumping regulations.
- ☐ We continue to preserve our open space in the floodplain open space within the floodplain.

The City of Sunrise's current Floodplain Management Ordinance reflects the latest FIRM maps. As of October 2016, there were 5,750 flood insurance policies in force in the City of Sunrise. The City of Sunrise is currently preparing for the next CRS Cycle Visit, which will take place on September 7, 2017, and will be based on the 2017 CRS manual.

Tamarac, City of – (CRS Community)

The City of Tamarac has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Print and mail out to all residents and business owners a Flood Protection Brochure twice a year were explaining to all property owners' things to know such as, the National Flood Insurance Program, the Benefits of having Flood Insurance in each property, Flood Plain Development Permit Requirements, Flood Warning Systems, and Flood Hazard Information.
- Provide copies of Elevation Certificates when available and Make Flood Zone Determinations with the FIRM map, and the Special Flood Hazard Area Map.
- The City continues to preserve approximately 1,352 acres in the Special Flood Hazard Areas as open space.
- The City continues to enforce the requirements that all new buildings must be elevated above the crown of the road as required in our City Ordinance.
- The Public Works Department has a Drainage System Maintenance Program for the entire City.
- The Public Works Department provides site visits regarding Flooding, Drainage, and Storm Water related problems to address any issues and correct them as required.
- The City also has an Outreach Program to the Community thru Neighborhood Meetings, Homeowners Association meetings, and information in The City's Website to help and alert the residents and the business community about The City's Flood Programs.
- On March 10, 2010, the Tamarac City Commission approved Resolution 2010-29 adopting the December 2009 Revision of the Broward County Multi-Jurisdictional Local Mitigation Strategy Plan.

The City of Tamarac current Floodplain Management Ordinance reflects the latest FIRM maps.

West Park, City of

The City of West Park has been participating in the NFIP community since 2006. In 2005, the City passed a Floodplain Management Ordinance. To this end, the City has already started by completing the following:

- Stormwater Management Program adoption
- Drainage System Maintenance Public Outreach & Education
- Storm Drainage Cleaning and Maintenance
- Twin Lakes Maintenance
- Retention Pond Maintenance
- Tree Planting
- Map Information Service
- Open Space Preservation
- Adherence to National Pollutant Discharge Elimination System (NPDES) Permit Requirements
- Adoption of Capital Improvement Plan
- Streamlined Illegal Dumping Ordinance
- Floodplain Management Plan is being Updated.

The City is constantly monitoring drainage system and catch basins.

The City of West Park will continue to be an active member of the Broward County Local Mitigation Strategy.

Weston, City of

The City of Weston has been a CRS community since May 1, 2009. Weston is currently a Class 8. The city has designated the Director of Public Works as the CRS Coordinator and consultant Calvin, Giordano & Associates as Floodplain Manager. CRS activities undertaken in the past year include:

- Review and Maintain Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
- Provide Flood Insurance Rate Map information to the public, lenders, insurance agents, and real estate offices.
- Provide Flood protection assistance to inquirers and maintain a “records of service”.
- Provide an annual outreach project to the community.
- Provide a copy of the community’s Flood Insurance Rate Map and an explanation of their use in our public library.
- Enforce storm water management provisions through our Zoning, Engineering, Building, and local Code Ordinances.
- Preserve open space in the Floodplain.
- Provide a copy of property protection for repetitive loss areas.
- Exercise an outreach program that informs the public of flood warnings and safety measures.
- Administer a drainage system maintenance program.

The City of Weston’s current Floodplain Management Ordinance reflects the latest FIRM maps. The City adopted the ELMS March 18, 2013, via City of Weston Resolution No. 2013-23.

As of March 2017, The City had 4,422 NFIP policies in force (in 2011, this count was 3,637). The last CAV was in April 2012, and the City's ISO Community Rating Visit was on March 4, 2008, at which time the State and FEMA found no violations or other program deficiencies.

Wilton Manors, City of

The City of Wilton Manors has been a participating NFIP community in good standing since 1987. In 1987 (amended 2005), the City passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Director of Community Development Services. Permitting in Special Flood Hazard Areas (SFHAs) is issued by the Director of Community Development Services.

Continued Compliance

Broward County and all its jurisdictions are committed to continued participation and compliance with the National Flood Insurance program (NFIP). A major mitigation priority of the LMS is the reduction of repetitive flood loss properties. The County and its CRS participating municipalities track repetitive loss properties county-wide on an ongoing basis using data gathered annually from FEMA.

For mitigation, planning, and strategy development purposes, the LMS maintains updated GIS maps and informational databases of repetitive loss property locations relative to historical flood areas and designated Special Flood Hazard Areas. Repetitive loss properties are an ongoing discussion and planning priority for the LMS. All committees of the LMS are encouraged to develop and promote mitigation project ideas and strategies.

Specific prioritized actions for continued compliance with the NFIP for the next 5 years cycle include:

- Promote and continue to participate in the National Flood Insurance Program
- Identify and reduce the number of repetitive loss properties in each jurisdiction.
- Provide additional support to the Community Rating System (CRS) to increase Class Ratings
- Continue activities within the CRS Subcommittee/User Group to address reduction in CRS Class ratings.
- Identify and implement storm water projects that would eliminate in-urban and residential areas.

County-wide Flood Loss Reduction Strategy

Flood is consistently the most recurrent and costly hazard to the residents, businesses, and government operations. Therefore, an important part of the ELMS was to place special emphasis on addressing and mitigating the flood risk. A new chapter, Economic Vulnerability, described in detail the flood risk and potential loss scenarios for key economic areas in the County. Renewed emphasis has been placed on active participation in CRS and SFWMD has become an active partner in the LMS. By 2013, Broward County will have updated digital Flood Insurance Rate Maps (dFIRMs).

The items below, which may be repetitive of other sections of the plan, have been grouped here to show the overall recently invigorated effort to reduce the County's flood risk:

- Encourage all municipalities to participate in CRS and encourage currently participating communities to implement activities that will accrue more CRS credit points.
- Continued engagement of the LMS CRS Subcommittee/User Group and include sea level rise issues.
- Leverage public-private partnerships to mitigate flood vulnerabilities identified in the Economic Vulnerability Chapter of the ELMS
- Integrate flood mitigation measures and policies into other community planning processes like comprehensive plans.
- Consider adopting 500-year flood elevation standard.
- Continue the partnership with SE Florida Regional Climate Change Compact group to address sea level rise.
- Continue frequent communication with the SFWMD through the District's Broward Intergovernmental Representative (who in 2012 was also a member of the County LMS group) to find ways to strengthen partnership in addressing flood hazards.
 - Support the SFWMD Operations and Maintenance (O&M) Plan implementation.
 - Review the SFWMD's 50-year plan and find out what is relevant to Broward County flood mitigation.
 - Support the SFWMD's effort to modernize its older facilities in Broward County
 - Consider larger scale flood projects on canal system under FEMA programs like HMGP and PDM
 - Consider sea level rise impacts on water control structures and canals under SFWMD jurisdiction (SFWMD coordinates with the County and municipalities on sustainability actions)
 - County EMD mitigation and recovery officials should continue, along with other key LMS representatives, attend the quarterly meetings of the Broward County Water Resources Task Force and Broward Surface Water Coordinating Council (which includes the SFWMD, local water control districts like the South Broward Drainage District (some are also known as '298s' after Chapter 298 of Florida Statutes))
 - Consider use of WebEOC to tie in SFWMD and local drainage districts before and during likely flood events.
 - Work with SFWMD to scope and pursue project that include mitigation measures from funding sources for stormwater projects (e.g., the Environmental Protection Agency's grant programs). These grant pursuits would likely need to include multiple objectives like water quality.
 - The LMS should coordinate with local elected officials and Broward state legislators to seek state funds for combined stormwater/mitigation projects.
 - SFWMD should continue to work with local drainage districts to find solutions to more localized drainage issues (e.g., installation of gates and change in operating criteria in Southwest Ranches)

Appendix L – Grant Funding Sources

Appendix M – Hazard Mitigation Survey

Appendix A – Project Prioritization Matrix

Appendix B – Proposed Mitigation Project Form

Appendix C – Mitigation Project List

Appendix C contains the latest update of Broward County's LMS Mitigation Project List. The list of projects is ever changing as projects completed through self-funding or with grant assistance are dropped and new proposed and planned projects are added. Jurisdictions and other potential project sponsors, particularly those not having projects on the current list, are encouraged to submit projects. The expectation is that all eligible applicants are represented on this list with projects that address identified local hazards, vulnerabilities, and mitigation strategies. The status for each project is included.

Appendix D – LMSWG Membership List

Appendix E – Planning Process Support Documents

A binder containing this information is maintained at the Broward Emergency Management Division's office.

Appendix F – Resolutions

This appendix will contain the Resolution by the Broward County Board of County Commissioners adopting this Plan and all municipal resolutions supporting the ELMS Plan.

Appendix G – Discontinued ELMS Hazard Profiles

This appendix contains previous ELMS version Hazard Profiles that are no longer considered Hazards of Most Concern because of the 2017 Risk and Vulnerability Assessment Workshop.

Appendix H – Local Enhanced Plan and Mitigation Integration Summary

Appendix I – Critical Facilities

Appendix J – Hazards Summary Profile

Appendix K – Loss Estimation Tool

Appendix L – Grant Funding Sources Table

Appendix M – All Hazards Survey

APPENDIX D

Broward Local Mitigation Strategy Working Group

<u>Name</u>	<u>Title</u>	<u>Agency</u>
Alejandro DeLaPaz	Emergency Mgmt. Coordinator	City of Pembroke Pines
Adorisio, Carlos	CRS Coordinator	Broward County
Allen, Richard	BEMD Municipal Liaison	Broward Emergency Management Div.
Andrew Sobrino	Project Manager	S. Broward Drainage District
Aneisha Nicholas	Emergency Mgmt. Coordinator	City of Deerfield Beach
Angela Chin	Project Manager	Broward County
Alicia Vereas-Feria	Floodplain Administrator	City of Hollywood
Carole Morris	Assistant Administrator	City of Plantation
Jerome Frazier	Chief	Ft. Lauderdale Fire/Rescue
Chris Van Vliet	Project Manager, Project Works	City of Hallandale Beach
Christian Swinson	Assistant Emergency Manager	City of Coral Springs
Constance Lake	Floodplain Manager	City of Fort Lauderdale
Claudia Baker	Regional EM Coordinator	FDEM
Candido Sosa-Cruz	Emergency Mgmt. Coordinator	City of Dania Beach
Curt Keyser	Emergency Mgmt. Coordinator	City of Margate
Dana McGeehan	Regional EM Coordinator	FDEM
Daniel Pava	Emergency Mgmt. Coordinator	City of Coral Springs
Daryl Noel	Emergency Mgmt. Coordinator	City of Lauderhill
Daryl Perez-Rosenbaum	Economic Development Specialist	Broward County OESBD
David Colangelo	Resiliency Plan Coordinator	South FL Water Mgmt. District
Deanne Von Stetina	Assistant Executive Director	Broward County Planning Council
Delanor Nurse	Contract Grant Administrator	Broward County Traffic Engineering
Don Prince	Emergency Manager	Town of Lauderdale By The Sea
Rita Durocher	Assistant to the Director	Broward County Public Works
Edgar Ruiz	Operations Manager	Broward County Parks
Emily Aceti	Administrator	Town of Southwest Ranches

<u>Name</u>	<u>Title</u>	<u>Agency</u>
Erik Salna	Meteorologist	Florida International University
George McCord	Emergency Manager	Town of Davie
George Folles	Emergency Manager	City of Tamarac
Grant Goodwin	Mitigation Specialist	FDEM
Jason Chockley	Asst. Dir., Community Development	City of Cooper City
J. England	Emergency Manager	City of Pembroke Pines
J. Fletcher	Emergency Manager	City of Lauderhill
Jaime Hernandez	Emergency/Governmental Affairs Mgr.	City of Hollywood
Jane Sullivan	Grants Specialist	City of Lauderhill
Jeffrey Louis	Building Clerk	Town of Pembroke Park
Jennifer Bourgouin	Emergency Mgmt. Program Coordinator	Broward Sheriff's Office
Dr. Jennifer Jurado	Chief Resiliency Officer	Broward County
Jose Lopez	Sr. Associate, Environmental Eng.	Bermello Ajamil & Partners
Joe Stephens	Utilities Director	Coral Springs Improvement District
Jouvans Adrien	Planner	Broward County
Julie Downey	Fire Chief/Alt. Emergency Mgmt. Coord.	Town of Davie
Kristin Holowicki	Grant Manager	City of Coral Springs
Karen Lawrence	Grants Coordinator	City of Sunrise
Karl Kennedy	City Engineer	City of Pembroke Pines
Katherine Burnell	Project Coordinator	Broward County Parks
Katherine Randall	Emergency Management Specialist	City of North Lauderdale
Ken Rubach	Deputy Town Manager	Town of Lauderdale By The Sea
Kevin Hart	District Director	South Broward Drainage District
Kimberly Spill-Cristiano	Emergency Mgr., Fire Rescue	City of Pompano Beach

<u>Name</u>	<u>Title</u>	<u>Agency</u>
Krystal Aaron	Emergency Management Coordinator	City of Pompano Beach
Leona Henry	Intergovernmental Affairs Manager	Town of Davie
Lori Vun Kannon	Assistant Director	Broward Emergency Mgmt. Division
Larry Teich	Emergency Manager	City of Fort Lauderdale
Gregory Meyer	Assistant Director	Broward County Public Communications
Michael Caldaro	Emergency Mgmt. Coordinator	City of Coral Springs
Myriam Jacques	Deputy Public Services Director	Town of Pembroke Park
Natasha Strokin	Emergency Management Director	Memorial Healthcare System
Phyliss Shaw	Deputy Director, Public Utilities	City of Hollywood
Tami Price	Sr. Emergency Management Specialist	Broward Emergency Mgmt. Division
Randy Daniel	Assistant Director, Engineering	City of Margate
Kathleen Rhodes	Grants Administrator	City of Pembroke Pines
Ricardo Morley	Division Chief of Training/EMC	City of Lauderhill
Rick Buckeye	Senior Planner	City of Oakland Park
Tatiana Riesgo	Sr. Emergency Management Specialist	Broward Emergency Mgmt. Division
Roberta Moore	Planner	City of Wilton Manors
Carolyn Rodriguez	Sr. Emergency Management Specialist	Broward Emergency Mgmt. Division
Roger Veile	Emergency Management Coordinator	City of Coconut Creek
Romeo Lavarias	Emergency Manager/Fire Rescue	City of Miramar
Shana Coombs	Emergency Management Specialist	City of Pompano Beach
Shane Simcox	Assistant Emergency Manager	City of Fort Lauderdale
Scott Stoudenmire	Emergency Management Specialist	City of Coconut Creek
Stephen Smith	Public Works	City of Lauderdale Lakes
Sherri Toops	Budget & Grants Manager	City of Parkland

<u>Name</u>	<u>Title</u>	<u>Agency</u>
Susanne Carrano	Senior Planner, Urban Planning Div.	Broward Housing Council
Tameka Dorsett-Black	Grants Specialist	City of Lauderhill
Tammy Reed-Holguin	Community Development Director	City of North Lauderdale
Tanya Davis-Hernandez	Grants Specialist	City of Lauderdale Lakes
Timothy Crowley	Project Coordinator, Risk Mgmt.	Broward County
Tiana Ganswith	Grants Specialist	Town of Lauderdale By The Sea
Van Schoen	Emergency Preparedness Specialist	City of Tamarac Fire Rescue
Zakiya Kelley	Emergency Management Specialist	City of Miramar



Appendix A: BROWARD COUNTY LMS/Project Prioritization Matrix

BROWARD COUNTY LMS/Project Prioritization Matrix

Project Title:		OFFICIAL USE ONLY PROJECT Reviewer:
Sponsor:		

MEASURED CRITERIA	POINTS AVAILABLE	POINTS AWARDED
Community Benefit	50	
Project Implementation	25	
Community Commitment	25	
PROJECT / INITIATIVE FINAL	SCORE	

COMMUNITY BENEFIT	AVAILABLE POINTS	SCORING INSTRUCTION	AWARDED POINTS
Hazard Mitigation - Does the proposed project or initiative mitigate against one or more of the hazards identified in the Enhanced Local Mitigation Strategy as hazards of most significant concern?		Hazard Activity Category Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction = 5 Severe Storm/Tornado, Wildfire, Pandemic/Infectious Disease, Mass Migration, Terrorism, HazMat = 4 Flood Preparedness = 3 Public Information = 2 Other = 1	
Project Benefit - Does the project address critical elements of the community infrastructure?		Primary critical facilities = 10 Storm water/flooding = 8 Secondary critical facilities = 6 Public convenience facilities = 4 Residential Structures = 2	
Area Benefit – How many people stand to benefit from the project implementation?		Multiple Jurisdictions = 5 Community = 3 Neighborhood = 1	
Community Exposure - Does the project mitigate a frequently occurring problem or a problem to which a community is particularly vulnerable?		HE + HF = 10 HE + MF = 8 HE + LF = 6 ME + HF = 9 ME + MF = 7	

H = High M = Medium L = Low E = Exposure F = Frequency of occurrence		ME + LF = 4 LE + HF = 5 LE + MF = 2 LE + LF = 1	
Cost Effectiveness - What is the benefit/cost ratio of the project applying the following Benefit/Cost ratio formula: (Loss Exposure (\$) Before Project - Loss Exposure (\$) After Project) ÷ Cost of the Project		Benefit/cost ratio = 4.0 or greater = 20 points Benefit/cost ratio = 3.0 to 3.9 = 16 points Benefit/cost ratio = 2.0 to 2.9 = 12 points Benefit/cost ratio = 1.0 to 1.9 = 8 points Benefit/cost ratio = < 1.0 = 0 points	
TOTAL COMMUNITY BENEFIT POINTS		POINTS AWARDED	
PROJECT IMPLEMENTATION	AVAILABLE POINTS	SCORING INSTRUCTION	AWARDED POINTS
Containment Within the Existing Comprehensive Growth Management Plan or Equivalent Plan - Is the project or initiative consistent with or incorporated within the existing Comprehensive Growth Management Plan or equivalent document?		Contained within a specific Policy/Plan = 10 Contained in "Goal" with proposed. Policy/Plan amendment = 8 Contained within a broad "Goal." = 5 Contained in a proposed. Amendment = 3 Not in conflict with any Policy/Plan = 1	
Containment Within an Existing Emergency Management Plan / Other Functional Plan Developed by an Official Local Governmental Entity/Organization - Has this project or initiative already been proposed as a management initiative or structural improvement in any emergency plan or proposed or adopted by County\local jurisdictions or entity?		Officially adopted. = 10 Proposed/Not officially adopted. = 6 Not in conflict with any plan = 2	
Consistency with Existing Regulatory Framework - Is the project consistent with existing legal and regulatory and environmental/cultural framework?		No regulatory issues = 5 Local issues = 4 Regional issues = 3 State issues = 2 Federal issues = 1	
TOTAL PROJECT IMPLEMENTATION POINTS		TOTAL POINTS AWARDED	

COMMUNITY COMMITMENT	AVAILABLE POINTS	SCORING INSTRUCTION	AWARDED POINTS
Public Support - Is there demonstrated public support for this project or recognition of this problem?		Has this project or problem been the subject of: A) An Advertised Public Meeting = 2 B) Written evidence of public support = 2 Both A and B = 5	
Funding Availability – Is there a funding source readily available?		Funds available Now = 10 1 year = 8 2 years = 6 3 years = 4 4 years = 2 5 years = 1	
Matching Funds - Are matching funds or in-kind services available for this project?		50 % or more = 5 40 to 49 % = 4 30 to 39 % = 3 20 to 29 % = 2 1 to 20 % = 1	
Timeframe for Accomplishing Objectives - How long will it take for the proposed mitigation project to accomplish its stated goals?		1 year = 5 2 years = 4 3 years = 3 4 years = 2 5 years+ = 1	
TOTAL COMMUNITY COMMITMENT POINTS		POINTS AWARDED	

Notes:



Appendix B – Proposed Mitigation Project Form

Broward County LMS Working Group Proposed Mitigation Project (Page 1 of 7)

Date of Submittal: _____
Project Identification Number (Internally Assigned): _____
Proposing Jurisdiction/Organization: _____
Contact Name: _____
Address: _____
Address: _____
Telephone: _____ Fax Number: _____
Email Address: _____

The Proposal – Provide a narrative describing the proposed Initiative and attach maps (both location of implementation and area to be benefitted), diagrams and pictures supporting or describing the project:

(Include project area location (address/lat-long coordinates), detailed description of project and all its components. If project involves modifications to multiple structures, provide an attached spreadsheet listing each structure.)

The Action Alternative to the Proposal – Provide a narrative describing the proposed Initiative:

(Include a description of alternative and why the proposed action was selected over this alternative:)

What is the impact of no action?

**Broward County LMS Working Group
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The Benefits of the Proposal – Provide detailed information regarding the benefits of the proposed initiative, or quantify, to the extent possible, the value of the costs avoided if the proposal is implemented.

1. Provide a brief history of losses in the project area to the hazard proposed to be mitigated (e.g., # of floods, dates and damages/flood depths, buildings/infrastructure affected):

2. If the proposed initiative is specifically intended for protection of designated critical facilities:

Is a designated "critical facility" or "essential service" to be benefitted? **YES / NO** If yes, provide type, name and address of facility and/or describe service:

<u>Type</u>	<u>Owner Lat/Lon</u>	<u>Address</u>
-------------	--------------------------	----------------

3. For all types of projects, including those for protection of designated critical facilities:

Number of residential populations directly benefitted: _____

Number of daytime worker/tourist population directly benefitted; _____

Other population directly benefitted: _____

Describe how project will protect above populations to substantiate:

Other jurisdictions/agencies benefitting (list and describe)?

(Attach letters of support from other jurisdictions/agencies)

Number of structures to be benefitted: _____ Key infrastructure protected:

Total estimated value of structure(s) and contents: \$ _____

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Hazards Being Mitigated:

____ **Flood** (How:

____ **Wind** (How:

____ **Coastal Erosion** (How):

____ **Other Hazards of Most Significant Concern** (List and How Protected):

Does the project include an additional safety margin for future risk (e.g., urbanization, sea level rise from climate change?). If so, describe:

4. Is avoidance of evacuation to be the outcome of the proposal? **YES / NO**

If yes, explain:

5. Is protection of the ability to evacuate to be an outcome? **YES / NO**

If yes, explain:

Estimated number of evacuees benefitted by proposal: _____

Estimated number of businesses avoiding evacuation by proposal: _____

6. *What are the anticipated impacts to the environment (include direct and indirect environmental benefits):*

____ Improves the environment.

____ Undetermined if project impacts the environment.

____ Neutral to the environment / Not Applicable

____ Poses a risk to the environment.

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Please specify whether project:

___ Negatively affects land ___ Negatively affects water ___ Negatively affects Endangered Species

___ Negatively affects HAZMAT/Waste Sites

___ Is consistent with community environmental goals

___ Is consistent with local, state, and federal laws.

7. Valuable cultural, historical or civic resource to be protected: **YES / NO / NA**

If yes, give name, type, description, and address of resource:

<u>Name</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>
-------------	-------------	--------------------	----------------

8. Cost of Proposal – Provide the cost to implement the proposal: \$ _____

(Attach proposed budget if available)

Describe all potential funding sources:

What is the jurisdiction's plan to meet the non-federal match? (if required of funding source):

Briefly explain the components considered in estimating the cost of the proposal:

Provide the annual cost of maintaining the project: _____

Estimated life of project: _____ years(s)

**Broward County LMS Working Group
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Timing of implementation

9. Provide an estimate of the time needed to complete construction in months: _____

Provide an estimate for the time needed to complete A&E, bidding, etc. _____

Consistency with Other Plans and Programs

____ Comprehensive Emergency Management Plan (list Section: _____)

____ Local or County Comprehensive Plan (list Section: _____)

____ Local Mitigation Strategy (LMS) (list Section: _____)

____ Climate Change Action Plan (list Section: _____)

____ Broward County Land Use Plan (list Section: _____)

____ Long-Term Transportation Plan (list Section: _____)

____ County or Local Capital Improvement Plan (list Section: _____)

____ Continuity of Operations Plan (COOP – i.e., protects an alternate facility) (list Section: _____)

____ Local Stormwater Plan (list Section: _____)

____ Other (list _____)

Feasibility of Implementation

1. Has the proposed project been used elsewhere for the same purpose? **YES / NO / Unknown**

If yes, where? _____

When? _____

Cost Effectiveness

Attach the results of the Loss Estimation Tool analysis for this project.

**Broward County LMS Working Group
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Funding Pre-Screening

1. Is pre-disaster funding being sought?

___ Capital Improvement funding ___ Other local source (please specify)

___ Pre-Disaster Mitigation ___ Repetitive Flood Claim Program ___ Severe Repetitive Loss

___ Fire Management Assistance Grant ___ Flood Mitigation Assistance

___ Community Development Block Grant ___ Residential Construction Mitigation Program

___ Emergency Operations Center Grant Program ___ State Homeland Security Grant Program

___ Florida Beach Erosion Control Program ___ Community Development Block Grant

2. Is post-disaster funding being sought?

___ Hazard Mitigation Grant Program ___ Public Assistance 406 Mitigation funds

___ Fire Management Assistance Grant ___ Florida Beach Erosion Control Program

___ Community Development Block Grant

Name and Title of individual(s) completing form:

Name: _____

Title: _____

Jurisdiction/Organization: _____

Signature: _____

Submit form to:

Broward County LMS Working Group
C/O LMS Coordinator
Broward Emergency Management Division
201 NW 84th Avenue
Plantation, FL 33324

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DEFINITIONS

Essential Services:

- First response
- Shelters
- Water/Wastewater
- Power supply
- Telecommunications
- Hospitals

Direct Environmental Benefits

- Example – A stormwater drainage improvement project by better managing stormwater runoff and outfall can improve water quality and reduce the spread of contaminants.

Indirect Environmental Benefits

- Example – Protecting a wastewater treatment plant that if damaged by wind or flood could rupture and spill raw sewage into the environment.

Consistency with Other Plans

- See the Mitigation Integration Summary for listing of all plans with some link to hazard mitigation in Broward County

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New Projects as of 01/31/2022

		Project			
		Number	Project Name	Entity	Responsible Agency
		22-0001	College Park Neighborhood Drainage Project	Deerfield Beach	Priscilla Cygielnik
		22-0002	Lift Stations Generators Project	Coral Springs Improvement District	David McInthosh
		22-0003	Water Facility Hardening Project	Coral Springs Improvement District	David McInthosh
		22-0004	NE 13th Avenue Drainage Project	Oakland Park	David Hebert

		22-0005	Fire Station 9 Hardening Project	Oakland Park	David Hebert
		22-0006	Fire Station 20 Hardening Project	Oakland Park	David Hebert
		22-0007	Lake Tahoe Stormwater Drainage Improvement Project	Oakland Park	David Hebert
		22-0008	City Hall Hardening Project	Hollywood	Public Works/Wazir Ishmael

		22-0009	Sanitary Sewer Pump Station E-09 Backup Generator Project	Hollywood	Utilities Department/Wazir Ishmael
		22-010	Memorial Manor Exterior Hardening Project	Memorial Healthcare System	Aurelio M. Fernandez, III
		22-011	Police Headquarters Retrofit Project	Pembroke Pines	Charles F. Dodge
		22-012	West Communities Stormwater Pump Station Project	Pembroke Pines	Charles F. Dodge

		22-013	City Hall Hardening Project	Lauderdale Lakes	Philip Alleyne
		22-014	Development Services Emergency Generator Project	Lauderdale Lakes	Philip Alleyne
		22-015	City Hall Hardening Project	North Lauderdale	Tammy Reed Holgun
		22-016	Fire Station #3 Wind Retrofit Project	Plantation	Capital Projects
		22-0017	Fire Station #6 Hardening/Wind Retrofit Project	Plantation	Jason Nunemaker, CAO
		22-0018	Fire Station #4 Hardening/Wind Retrofit Project	Plantation	Jason Nunemaker, CAO

		22-0019	City Hall Wind Retrofit Project	Plantation	Capital Projects
		22-0020	City Hall Doors and Window Replacement Project	Plantation	Jason Nunemaker, CAO
		22-0021	Durs/Dorsey Neighborhood Repetitive Loss Area Analysis Project	Fort Lauderdale	Agency Director/Nancy Gassman
		22-0022	Repetitive Loss Area Analysis Project	Fort Lauderdale	Agency Director/Nancy Gassman
		22-0023	Fire Station Well Protection Project	Southwest Ranches	Town Administrator/Andy Berns

		22-0024	Fire Station Generator Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0025	Stormwater Master Plan Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0026	Attack / Brush Truck Purchase Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0027	New Emergency Operations Center Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0028	Fire Pumper Truck Purchase Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0029	Town Hall / Police Station Water Well Protection Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0030	SW 185th Way and SW 69th Street Drainage Improvements Project	Southwest Ranches	Town Administrator/Andy Berns

		22-0031	SW 205th Avenue and SW 49th Court Drainage Improvements Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0032	SW 54th Place Drainage Extension to Ivanhoe Canal Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0033	Green Meadows along SW 164th Terrace Drainage Improvements Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0034	Interconnect Drainage Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0035	Frontier Trails Drainage Project	Southwest Ranches	Town Administrator/Andy Berns

		22-0036	Dykes Road Piping Project	Southwest Ranches	Town Administrator/Andy Berns
		22-0037	Rehabilitate Tripel 96" Culverts with Cured-in-Place Pipe (CIPP) Project	South Broward Drainage District	Agency Director/Kevin Hart
		22-0038	Install New Concrete Roof at The S7 Pump Station Project	South Broward Drainage District	Agency Director/Kevin Hart
		22-0039	Install Solar Panels and Charging Stations at SBDD HQ Project	South Broward Drainage District	Agency Director/Kevin Hart
		22-0040	Southern Regional Wastewater Treatment Plant Infrastructure Upgrades Project	Hollywood	Agency Director/Wazir Ishmael
		22-0041	Cemetery Flooding Mitigation Project	Fort Lauderdale	Agency Director/Phil Thornburg
		22-0042	City-Wide Emergency Generators Purchase Project	Fort Lauderdale	Agency Director/Phil Thornburg
		22-0043	Castle Harbor Bridge Retrofit Project	Fort Lauderdale	Agency Director/Alan Dodd

		22-0044	West Lake Dr Bridge Retrofit Project	Fort Lauderdale	Agency Director/Alan Dodd
		22-0045	SCADA System Panels Installation Project	Fort Lauderdale	Agency Director/Alan Dodd
		22-0046	Elevation of 11th Avenue Swing Bridge Project	Fort Lauderdale	Agency Director/Alan Dodd
		22-0047	George T Lohmeyer Wastewater Treatment Plant Door Dams Project	Fort Lauderdale	Agency Director/Nancy Gassman
		22-0048	Sanitary Sewer SCADA System Insallation Project	Pembroke Park	Agency Director/Juan Jimenez
		22-0049	Sanitary Sewer Master Lift Station 34 Backup Generator Purchase Project	Pembroke Park	Agency Director/Juan Jimenez
		22-0050	Carolina Pump Station Backup Generator Purchase Project	Pembroke Park	Agency Director/Juan Jimenez

		22-0051	Fire Station 13 New Building Project	Fort Lauderdale	Agency Director/Nancy Gassman
		22-0052	Wastewater Collection System Sewer Lining for Mains and Laterals Installation Project	Deerfield Beach	Agency Director/Priscilla Cygielnik
		22-0053	Reclaimed Water Main SW 10th Street from Powerline Road to Natura Boulevard Installation Project	Deerfield Beach	Agency Director/Priscilla Cygielnik
		22-0054	EOC Elevators Upgrade and Modernization Project	Pembroke Park	Juan Jimenez
		22-0055	Water Treatment Plant Infrastructure Upgrades Project	Hollywood	Wazir Ishmael
		22-0056	Sanitary Sewer Pump Station E-06 Hardening Project	Hollywood	Wazir Ishmael

		22-0057	Sanitary Sewer Pump Station E-03 Hardening Project	Hollywood	Wazir Ishmael
		22-0058	Sanitary Sewer Pump Station N-05 Backup Generator Purchase Project	Hollywood	Wazir Ishmael
		22-0059	Fire Station 88 Demolition/New Building Project	Fort Lauderdale	Nancy Gassman
		22-0060	Deerfield Beach Broward Highlands Neighborhood Drainage Improvements Project	Deerfield Beach	Priscilla Cygielnik
		22-0061	Goolsby Boulevard Vicinity Drainage Improvements Project	Deerfield Beach	Priscilla Cygielnik

		22-0062	Wildwood Lane Neighborhood Drainage Improvements Project	Deerfield Beach	Priscilla Cygielnik
		22-0063	Sanitary Sewer Pump Station E-07 Backup Generator Purchase Project	Hollywood	Wazir Ishmael
		22-0064	Public Works City Garage Retrofit Project	Plantation	Jason Nunemaker, CAO
		22-0065	Mobility Hubs Purchase/Installation Project	Pompano Beach	Kimberly Spill- Cristiano
		22-0066	East Deerfield Neighborhood Drainage Improvements Project	Deerfield Beach	Priscilla Cygielnik

		22-0067	Police Station Retrofit Project	Plantation	Jason Nunemaker, CAO
		22-0068	SE 10th Street Vicinity Drainage Improvements	Deerfield Beach	Priscilla Cygielnik
		22-0069	Deicke Auditorium Building Retrofit Project	Plantation	Jason Nunemaker, CAO
		22-0070	Generator Lift Station E-14 Purchase Project	Hollywood	Utilities/Wazir Ishmael

		22-0071	Canal Dredging/Restoration Project	Miramar	Tony Collins
		22-0072	Sanitary Sewer Pump Station E-09 Backup Generator Purchase Project	Hollywood	Utilities/Wazir Ishmael
		22-0073	Fire Station Well Protection Project	Southwest Ranches	Andrew Berns
		22-0074	Lift Station E-8 Purchase Project	Hollywood	Utilities/Wazir Ishmael
		22-0075	Fire Station Generator Purchase and Installation Project	Southwest Ranches	Andrew Berns

		22-0076	Stormwater Master Plan Project	Pembroke Park	Juan Jimenez
		22-0077	Stormwater Master Plan Project	Southwest Ranches	Andrew Berns
		22-0078	Inter-Local Water Valve Meter Box Upgrade Project	Miramar	Roy Virgin
		22-0079	Attack / Brush Truck Purchase Project	Southwest Ranches	Andrew Berns
		22-0080	Water Valve Exercise Machines Purchase Project	Miramar	Roy Virgin
		22-0081	New Emergency Operations Center Project	Southwest Ranches	Andrew Berns

		22-0082	Portable Generators for Lift Stations Purchase Project	Miramar	Roy Virgin
		22-0083	Fire Pumper Truck Purchase Project	Southwest Ranches	Andrew Berns
		22-0084	Hardening of West Water Treatment Plant Project	Miramar	Roy Virgin
		22-0085	Town Hall / Police Station Water Well Protection Project	Southwest Ranches	Andrew Berns
		22-0086	City Hydrant Mapping Project	Miramar	Roy Virgin

		22-0087	SW 185th Way and SW 69th Street Drainage Improvements Project	Southwest Ranches	Andrew Berns
		22-0088	Phase 5 Historic Miramar Drainage Improvement Project	Miramar	Tony Collins
		22-0089	SW 205th Avenue and SW 49th Court Drainage Improvements Project	Southwest Ranches	Andrew Berns
		22-0090	Phase 6 Historic Miramar Drainage Improvement Project	Miramar	Tony Collins
		22-0091	SW 54th Place Drainage Extension to Ivanhoe Canal Project	Southwest Ranches	Andrew Berns

		22-0092	Roof Replacement for City Facilities Project	Miramar	Tony Collins
		22-0093	Green Meadows along SW 164th Terrace Drainage Improvements Project	Southwest Ranches	Andrew Berns
		22-0094	Swale Regrading to Improve Capacity and Percolation Project	Miramar	Tony Collins
		22-0095	Green Meadows Drainage Phase III Project	Southwest Ranches	Andrew Berns
		22-0096	Plantation Library Historical Museum Hardening Project	Plantation	Jason Nunemaker, CAO

		22-0097	Interconnect Drainage Project	Southwest Ranches	Andrew Berns
		22-0098	Volunteer Park Community Center Retrofit Project	Plantation	Jason Nunemaker, CAO
		22-0099	Southwest Ranches Frontier Trails Drainage Project	Southwest Ranches	Andrew Berns
		22-0100	Southwest Ranches Dykes Road Piping Project	Southwest Ranches	Andrew Berns
		22-0101	Rehabilitate Tripel 96" Culverts with Cured-in- Place Pipe (CIPP) Project	South Broward Drainage District	Kevin Hart
		22-0102	Installation of New S7 Pump Station Concrete Roof Project	South Broward Drainage District	Kevin Hart

		22-0103	C-14 Canal Improvements Project	Tamarac	Kathleen Gunn
		22-0104	Lake Tahoe Stormwater Improvement Project	Oakland Park	Dave Hebert
		22-0105	Broward County Water Control Districts' Flooding and Sea Level Rise Resiliency Assessment Plan Project	Broward County Public Works	Public Works/Alan Garcia
		22-0106	Codrington Drive Improvements Project	Lauderdale By The Sea	Linda Connors
		22-0107	Helen B Hoffman Library Retrofit Project	Plantation	Jason Nunemaker, CAO

		22-0108	Fire Station #2 Retrofit Project	Plantation	Jason Nunemaker, CAO
		22-0109	Tree Removal Along Waterways Project	Miramar	Tony Collins
		22-0110	New City Hall Roof Project	North Lauderdale	Tammy Reed Holgun
		22-0111	Fire Station #57 Bay Doors Replacement Project	Lauderhill	Desorae Giles Smith, City Manager
		22-0112	Generator Building Hardening Project	Pompano Beach	Kimberly Spill-Cristiano
			TOTAL		

Project Type	Hazards Mitigated	Potential Funding Sources	Cost
Infrastructure (Water/Sewer/Drainage)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	1820000
Generator	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	1021125
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	1411411
Infrastructure (Water/Sewer/Drainage)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	3786953

Generator	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	949818
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	1206497
Infrastructure (Water/Sewer/Drainage)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	920000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	587000

Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	1166785
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	HMGP, Memorial Healthcare System (25% self funded)	7487011
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	2446102
Flood control/reduction and waterway management	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	1575000

Shuttering and Wind Proofing	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	400000
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	600000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	658500
Wind Retrofit	Wind	Grant/City	1067820
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	980265
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	1,037,229

Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	2,231,119
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	530000
Floodplain and Stream Restoration	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program	50000
Floodplain and Stream Restoration	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	250000
Infrastructure (building)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	35000

Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	141000
Planning	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Community Development Block Grant	250000
Equipment	other	Hazard Mitigation Grant Program	175000
Infrastructure (building)	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	7000000
Equipment	other	Hazard Mitigation Grant Program	659,000
Infrastructure (building)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	35000
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program)	386471

Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program)	99309
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program)	378594
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program)	793186
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program	1200000
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program	1315550

Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program	528750
Flood control/reduction and waterway management	Flood preparedness	Capital improvement	450000
Infrastructure (building)	Flood preparedness	Capital improvement	250000
Equipment	Other	Capital improvement	125000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Community Development Block Grant, Hazard Mitigation Grant Program, Other	24549638
Flood control/reduction and waterway management	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Repetitive Flood Claim Program, Severe Repetitive Loss Program	1500000
Generator	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement	1500000
Infrastructure/Roadway	Other	Capital Improvement	2,500,000.00

Infrastruture/Roadway	Other	Capital Improvement Hazard Mitigation Grant Program	3,500,000,00
Flood control/reduction and waterway management	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Community Development Block Grant, Hazard Mitigation Grant Program	9300000
Elevation of Flood Prone Structures	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement	5000000
Flood control/reduction and waterway management	Flood preparedness	Capital Improvement	150000
Continuity of Operations/Government	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement	300000
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement	1500000
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement	1500000

Infrastructure (building)	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement	8726001
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-disaster Mitigation Grant Program/Hazard Mitigation Grant Program	7740600
Infrastructure (Water/Sewer/Drainage)	Other	Hazard Mitigation Grant Program	5828695
Continuity of Operations/Government	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Community Development Block Grant	280000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Community Development Block Grant, Hazard Mitigation Grant Program, Other	1204500
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-disaster Mitigation Grant Program, Community Development Grant, Hazard Mitigation Grant Program, Other	3631000

Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-disaster Mitigation Grant Program, Community Development Grant, Hazard Mitigation Grant Program, Other	3901000
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-disaster Mitigation Grant Program, Community Development Grant, Hazard Mitigation Grant Program, Other	1536000
Infrastructure (building)	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement	4995154
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	257644
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	138593

Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	219828
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program, Other	1861000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	412483
New Construction	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	300000
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	243284

Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	1962532
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	844082
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	1314741
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program	1108025

Flood Control/Reduction and Waterway Management	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	150000
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	1166785
Infrastructure (building)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	35000
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program	1549795
Generator	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	141000

Planning	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Community Development Block Grant	200000
Planning	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Community Development Block Grant	250000
Equipment	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	75000
Equipment	Other	Hazard Mitigation Grant Program	175000
Equipment	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	50000
Infrastructure (building)	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program, Other	7000000

Equipment	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	375000
Equipment	other	Hazard Mitigation Grant Program	659000
Retrofitting of Existing Buildings and Facilities (Hardening)	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	150000
Equipment	other	Hazard Mitigation Grant Program	659000
Other	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Fire Management Assistance Grant, Community Development Block Grant, Hazard Mitigation Grant Program	75000

Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program	386471
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	500000
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program	99309
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	1000000
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program	378594

Retrofitting of Existing Buildings and Facilities (Hardening)	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	1000000
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program)	793186
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	250000
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program, Hazard Mitigation Grant Program)	561000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hurricane Loss Program (formerly the Residential Construction Mitigation Program), Hazard Mitigation Grant Program	504900

Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program	1200000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	1833135
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	1315550
Flood diversion and storage	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Capital Improvement, Pre-Disaster Mitigation Grant Program, Hurricane Loss Program (formerly the Residential Construction Mitigation Program, Hazard Mitigation Grant Program	528750
Flood control/reduction and waterway management	Flood preparedness	Capital Improvement	450000
Infrastructure (building)	Flood preparedness	Capital Improvement	250000

Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	940000
Infrastructure (Water/Sewer/Drainage)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	920000
Planning	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Hazard Mitigation Grant Program	80000
Flood control/reduction and waterway management	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Pre-Disaster Mitigation Grant Program, Flood Mitigation Assistance Grant Program, Hazard Mitigation Grant Program	1073000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	952602

Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	2718486
Flood control/reduction and waterway management	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	300000
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	Hazard Mitigation Grant Program	850000
Shuttering and Wind Proofing	Severe storm, tornado, wildfire, pandemic/infectious disease, mass migration, terrorism, HazMat	Hazard Mitigation Grant Program	170568
Retrofitting of Existing Buildings and Facilities (Hardening)	Flood, Wind, (from Tropical Cyclone), Sea Level Rise, Coastal Storm Surge, Coastal Erosion Damage Reduction	other	1156757
			\$ 170,732,183.00

Goal	Obj.	Time Frame	Last Updated
Facilitate preventative measures to mitigate hazards.	To perform stormwater infrastructure improvements to meet current level of service standards to properly convey stormwater runoff. Improvements will increase the capacity of the existing systems and add additional conveyance infrastructure (inlets/pipes) systems to improve drainage.	36 months	1/10/2022
Minimize future losses from all disasters by reducing the risk to people and property.	To perform hardening activities that will ensure uninterrupted power to the critical wastewater lift stations. The emergency generators will provide power during times when traditional service is disrupted due to the impacts of natural disaster.	12 months	12/20/2021
Minimize future losses from all disasters by reducing the risk to people and property.	To perform hardening activities on the critical facility that will increase the ability to withstand high winds and continue providing essential water, wastewater, and stormwater services to the community during and after a major natural disaster.	12 months	12/20/2021
Minimize future losses from all disasters by reducing the risk to people and property.	To improve drainage capabilities by enhancing a major stormwater conveyance system that will prevent flooding of roads and homes from heavy rain and tidal events (Middle River) that may occur as a result of a natural disaster.	24 Months	12/20/2021

Promote mitigation measures for critical facilities.	To perform hardening activities on the critical facility that will increase the ability to withstand high winds and power loss (generator) and continue providing essential public safety services to the community during and after a major natural disaster.	12 months	12/20/2021
Promote mitigation measures for critical facilities.	To perform hardening activities (windows, doors, roof) on the critical facility that will increase the ability to withstand high winds and continue providing essential public safety services to the community during and after a major natural disaster.	12 months	12/20/2021
Minimize future losses from all disasters by reducing the risk to people and property.	To improve drainage capabilities by enhancing a major stormwater conveyance system that will prevent flooding of roads and homes from heavy rain and tidal events (Middle River) that may occur as a result of a natural disaster.	12 months	12/20/2021
To mitigate the impacts of wind damage caused by natural disasters.	To perform hardening activities (windows, doors) on the critical facility that will increase the ability to withstand high winds and continue providing essential public services including post disaster recovery to the community during and after a major natural disaster.	12 months	12/20/2021

Minimize future losses from all disasters by reducing the risk to people and property.	Objective 4.1 Encourage local municipalities and eligible nonprofit entities to review site and building plans for hazard mitigation issues and to include storm hardening in the building plans, including retrofit and renovation, of all municipal structures. Link hazard mitigation considerations to each municipality's capital improvement funding process. Objective 4.4 Encourage local governments to implement prioritized hazard mitigation projects.	36 months	1/7/2022
Protect human health, safety and welfare.	To comprehensively harden the exterior envelope of Memorial Manor, including the walls, window assemblies, roof, doors, louvers, downspouts and other openings. The overarching goal is to reduce the potential for damage from high winds including positive and negative wind pressures and impact from wind borne debris.	36 months	12/10/2021
Protect human health, safety, welfare, facilitate preventive measures to mitigate hazards.	Ensure protection of critical facilities; local governments implement prioritized hazard mitigation projects.	24 months	12/10/2021
Minimize future losses from all disasters by reducing the risk to people and property.	Ensure protection of critical facilities; local governments implement prioritized hazard mitigation projects; coordinate with other government agencies (SBDD) to develop regional mitigation efforts; work with SFWMD/SBDD to upgrade/retrofit water control structures for flooding.	24 months	12/11/2021

Promote mitigation measures for critical facilities.	To perform hardening activities (windows,doors) on the facility that will increase the ability to withstand high winds allowing essential public services including post disaster recovery to be provided to the community during and after a major natural disaster.	24 Months	12/20/2021
To mitigate the impacts of power loss caused by wind damage caused during natural disasters.	To perform hardening activities (generator) on the facility that will increase the ability to withstand high winds and power loss allowing essential public services including post disaster recovery to be provided to the community during and after a major natural disaster.	12 months	12/20/2021
Promote mitigation measures for critical facilities.	To perform hardening activities (roofing) on the facility that will increase the ability to withstand high winds allowing critical public services including public safety assistance to be provided to the community during and after a major natural disaster.	24 Months	12/20/2021
protect emergency facility	Ensure provision of essential services.	12 months	12/15/2021
Promote mitigation measures for critical facilities.	Ensure provision of essential services.	12 months	12/15/2021
Promote mitigation measures for critical facilities.	Ensure provision of essential services.	12 months	1/6/2022

Promote mitigation measures for critical facilities.	Ensure provision of essential services.	12 months	1/6/2022
Promote mitigation measures for critical facilities.	4.2	12 months	12/19/2021
Lower flood insurance premiums through the Community Rating System (CRS) activities.		12 months	1/6/2022
Lower flood insurance premiums through the Community Rating System (CRS) activities.		12 months	1/2/2022
Promote mitigation measures for critical facilities.		12 months	12/24/2021

Protect human health, safety and welfare.		12 months	1/5/2022
Provide whole community planning.		24 months	1/5/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Develop and enhance regional mitigation efforts.		12 months	1/5/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Promote mitigation measures for critical facilities.		12 months	1/5/2022
Protect human health, safety and welfare.		12 months	1/5/2022

Protect human health, safety and welfare.		12 months	1/5/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Implement mitigation projects that meet or exceed current codes.		12 months	1/5/2022
Implement mitigation projects that meet or exceed current codes.		24 months	1/5/2022

Protect human health, safety and welfare.		12 months	1/5/2022
Encourage resilient infrastructure county wide		60 months	1/5/2022
Encourage resilient infrastructure county wide		60 months	1/5/2022
Encourage resilient infrastructure county wide		60 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		36 months	1/10/2022
Promote mitigation measures for critical facilities.		12 months	1/7/2022
Protect human health, safety and welfare.		12 months	1/7/2022
Facilitate preventative measures to mitigate hazards.		12 months	1/7/2022

Facilitate preventative measures to mitigate hazards.		12 months	1/7/2022
Minimize future losses from all disasters by reducing the risk to people and property.		24 months	1/7/2022
Minimize future losses from all disasters by reducing the risk to people and property.		24 months	1/7/2022
Promote mitigation measures for critical facilities.		12 months	1/7/2022
Protect human health, safety and welfare.		24 months	1/7/2022
Protect human health, safety and welfare.		24 months	1/7/2022
Protect human health, safety and welfare.		24 months	1/7/2022

Protect human health, safety and welfare.		36 months	1/7/2022
Facilitate preventative measures to mitigate hazards.		36 months	1/10/2022
Encourage resilient infrastructure county wide		36 months	1/24/2022
Promote mitigation measures for critical facilities.		24 months	1/10/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/10/2022
Minimize future losses from all disasters by reducing the risk to people and property.		36 months	1/10/2022

Minimize future losses from all disasters by reducing the risk to people and property.		36 months	1/10/2022
Minimize future losses from all disasters by reducing the risk to people and property.		36 months	1/10/2022
Protect human health, safety and welfare		12 months	1/7/2022
Facilitate preventative measures to mitigate hazards.		24 months	1/7/2022
Facilitate preventative measures to mitigate hazards.		24 months	1/7/2022

Facilitate preventative measures to mitigate hazards.		24 months	1/7/2022
Minimize future losses from all disasters by reducing the risk to people and property.		36 months	1/7/2022
Promote mitigation measures for critical facilities.		12 months	1/6/2022
Promote mitigation measures for critical facilities.		24 months	1/7/2022
Facilitate preventative measures to mitigate hazards.		24 months	1/7/2022

Promote mitigation measures for critical facilities.		12 months	1/6/2022
Facilitate preventative measures to mitigate hazards.		24 months	1/7/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Minimize future losses from all disasters by reducing the risk to people and property.	Objective 4.1 Encourage local municipalities and eligible nonprofit entities to review site and building plans for hazard mitigation issues and to include storm hardening in the building plans, including retrofit and renovation, of all municipal structures. Link hazard mitigation considerations to each municipality's capital improvement funding process. Objective 4.4 Encourage local governments to implement prioritized hazard mitigation projects.	36 months	1/7/2022

Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Minimize future losses from all disasters by reducing the risk to people and property.		36 months	1/7/2022
Promote mitigation measures for critical facilities.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.	4.1	36 months	1/7/2022
Protect human health, safety and welfare.		12 months	1/5/2022

Minimize future losses from all disasters by reducing the risk to people and property.		24 months	1/7/2022
Provide whole community planning.		24 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Develop and enhance regional mitigation efforts.		12 months	1/5/2022

Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Promote mitigation measures for critical facilities.		12 months	1/6/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022

Protect human health, safety and welfare.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		24 months	1/6/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		24 months	1/6/2022
Protect human health, safety and welfare.		12 months	1/5/2022

Minimize future losses from all disasters by reducing the risk to people and property.		24 months	1/5/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Protect human health, safety and welfare.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022

Implement mitigation projects that meet or exceed current codes.		12 months	1/5/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Implement mitigation projects that meet or exceed current codes.		24 months	1/5/2022
Protect human health, safety and welfare		12 months	1/5/2022
Encourage resilient infrastructure county wide		60 months	1/5/2022
Encourage resilient infrastructure county wide		60+ months	1/5/2022

Minimize future losses from all disasters by reducing the risk to people and property.		12 months	12/20/2021
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	12/20/2021
Facilitate preventative measures to mitigate hazards.		24 months	11/10/2021
Implement mitigation projects that meet or exceed current codes.		12 months	1/12/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022

Promote mitigation measures for critical facilities.		12 months	1/6/2022
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/6/2022
Implement mitigation projects that meet or exceed current codes.		12 months	12/20/2021
Minimize future losses from all disasters by reducing the risk to people and property.		12 months	1/24/2022
Promote mitigation measures for critical facilities.		12 months	1/26/2022

Project Status	New Structure		
New	no		
New	no		
New	no		
New	no		

New	no		
New	no		
New	no		
New	no		

New	no		
New	no		
New	no		
New	no		

Future Unfunded Project	no		
New	Yes		
Construction/Project Begun	Yes		
Funding applied for	Update		
Funding applied for	Update		
Funding applied for	Update		

New Project	New		
Funding applied for	Update		
New Project	New		
New Project	New		
New Project	New		

Project Complete	Update		
Funding secured	Update		
Future Unfunded Project	Update		
Project in Planning Stage	Update		
Future Unfunded Project	Update		
New Project	New		
New Project	New		

New Project	New		
New Project	New		
New Project	New		
Project in Planning Stage	Update		
Project in Planning Stage	Update		

New Project	New		
New Project	New		
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New Project	New		
New Project	New		

Project in Planning Stage	New		
New Project	New		
New Project	New		
Future Unfunded Project	New		
New Project	New		
New Project	New		

New Project	New		
New Project	New		
Project in Planning Stage	New		
New Project	New		
New Project	New		

New Project	New		
New Project	New		
New Project	New		
Future Unfunded Project	New		
New Project	New		

New Project	New		
New Project	New		
New Project	New		
New Project	New		

25% complete	New		
New Project	New		
New Project	New		
New Project	New		
Completed	Update		

Project in Planning Stage	Yes		
Funding secured	Update		
Unfunded	New		
Future Unfunded Project	Update		
New Project	New		
Project in Planning Stage	Update		

New Project	New		
Future Unfunded Project	Update		
New Project	New		
Future Unfunded Project	Update		
New Project	New		

New Project	New		
New Project	New		
New Project	New		
New Project	New		
New Project	New		

New Project	New		
New Project	New		
New Project	Yes		
New Project	New		
New Project	New		

Project in Planning Stage	Update		
New Project	New		
Project in Planning Stage	Update		
New Project	New		
New Project	New		
New Project	New		

New Project	New		
New Project	New		
Funding Applied For	New		
New Project	New		
Future Unfunded Project	Update		

New Project	New		
Funding applied for	New		
Project in Planning Stage	New		
New Project	New		
Future Unfunded Project	New		



Regional Emergency Services and Communications

Emergency Management Division

201 NW 84th Avenue • Plantation, Florida 33324 • 954-831-3900 • FAX 954-382-5805

Minutes

Broward County LMS Planning Subcommittee Meeting

Tuesday, November 30, 2021 (virtual)

11:00 AM

I. Welcome

II. Timeline for completion of ELMS Chapters 2 and 3 updates

- A. Chapter 2 will be completed by 12/31/21 by Chair Jo Sesodia's Urban Planning Division.
 - Will include graphics (i.e., maps)
- B. Chapter 3 will include:
 - The attendees of the Subcommittees' and LMSWG meetings in the development of the ELMS update
 - Updated descriptions of all the Subcommittees
 - Chapter 3, except for the Subcommittees' 2021 and 2022 meeting minutes and attendees, will be completed by 01/14/22 by Carl.

III. Deliverables

- A timeline for completion of the ELMS update will be established and distributed to all LMSWG members.

IV. Issues/Concerns

- Romeo Lavarias stated that there are typos and grammatical errors in the 2017 ELMS that should be corrected; these will be resolved with the ELMS update.
- Carl will meet with Romeo to go over and note the edits that are necessary.

V. Planning Subcommittee upcoming meeting schedule

- Will be distributed to Subcommittee members by Carl

VI. Adjourn

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

Agenda

Broward County LMS Working Group Quarterly Meeting via webinar Local Mitigation Strategy Work Group Quarterly Meeting

Thu, Feb 24, 2022 11:00 AM - 12:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/319792573>

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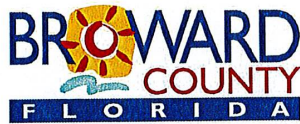
SUNSHINE MEETING ID: 2214

- I. Welcome and Status Update – Lori Vun Kannon, Chair
- II. ELMS Plan update – Carl Fowler, LMS Coordinator
- III. 2021 LMS Projects status – Carl
- IV. Future grant availabilities (i.e., BRIC)
- V. Open discussion/Q&A

Carl's contact info:

(954) 831-3997 (office) (954) 410-5393 (mobile)

cafowler@broward.org



Regional Emergency Services and Communications
EMERGENCY MANAGEMENT DIVISION

201 NW 84th Avenue • Plantation, Florida 33324-1895 • 954-831-3900 • FAX 954-382-5805

Agenda

Local Mitigation Strategy Working Group Quarterly Meeting

Wednesday, June 22, 2022 11:00 AM - 12:00 PM (EST)

Location: Broward Emergency Management Division

Third Floor, Room 332-B

201 NW 84th Avenue, Plantation 33324

Please note that this meeting is not virtual!

SUNSHINE MEETING ID:

- I. Welcome and Status Update – Lori Vun Kannon, Chair
- II. Guest Presenter – Grant Goodwin, FDEM Mitigation
 - a) Hurricane Loss Mitigation Program
 - b) Shelter Retrofit Program
- III. ELMS Plan update – Carl Fowler, LMS Coordinator
- IV. BRIC update – Carl
- V. Open discussion/Q&A

Carl's contact info:

(954) 831-3997 (office) (954) 410-5393 (mobile)

cafowler@broward.org

Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
Broward.org

LMSWG Quarterly Meeting

11:00-12:00 pm 06/22/2022

<u>Name</u>	<u>Signature</u>
Adoriso, Carlos	
Adrien, Jouvans	
Betancourt, Haydee	
Calcanes, James	
Carrano, Susanne	
Claudelle Rose	
Claudia Baker	
Dana McGeehan	
Dangleben, Paris	
David Santucci	
Desinat, Sheila	
Dinneen, Sean	
Duarte, Victor	
Durocher, Rita	
Emily Aceti	
Fowler, Carl	
George Folles	
Graham, Casey	
Grant Goodwin	
J. Martin Cala	
Jeffrey Iouis	
Julie Downey	

*✓

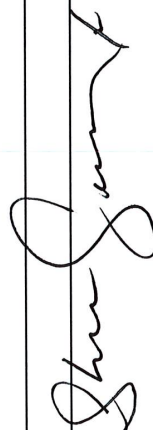
✓

✓

* Dana McGeehan

Ken Rubach	
Kennedy, Karl	
Kimberly Spill-Cristiano	
Kristin Holowicki	
Lavarias, Romeo B.	
Meyer, Gregory	
Morris, Carole	
Myriam Jacques	
Nurse, Delanor	
Coulson, P	
Pearl, Jodi	
Perez-Rosenbaum, Daryl	
Phyllis Shaw	
Randy Daniel	
✓ Richard Benton	
Rick Buckeye	
Riesgo, Tatiana	
Roberta Moore	
Ruskay, R	
Ruiz, Edgar	
Sherri Toops	
Sosa-Cruz, Candido	
Stephen Smith	
Strokin, Natasha M	
Tameka Dorsett	

✓ Shaw Simcox





Regional Emergency Services and Communications
EMERGENCY MANAGEMENT DIVISION
201 NW 84TH Avenue • Plantation, Florida 33324-1895 • 954-831-3900 • FAX 954-382-5805

Agenda

Local Mitigation Strategy Working Group Quarterly Meeting
Thursday, September 29th, 2022 11:00 AM - 12:00 PM (EST)
Location: Broward Emergency Management Division
Third Floor, Room 332-B
201 NW 84th Avenue, Plantation 33324

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Access Code: 832-920-909

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SUNSHINE MEETING ID: 2814

- I. Welcome and Status Update – Lori Vun Kannon, Chair
- II. ELMS Plan update and review – Carl Fowler, LMS Coordinator
- III. BRIC/FMA application period starts tomorrow! – Kristin Lentz, FDEM Mitigation
- IV. Open discussion/Q&A—All

Please do not hesitate to contact me if you have any questions or if you need assistance at cafowler@broward.org, and via cell at (954) 410-5393.



Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

Fowler, Carl

Subject: Canceled: LMSWG Quarterly Meeting
Location: Broward County Emergency Operations Center, Room 332-B, and virtual.

Start: Thu 9/29/2022 11:00 AM
End: Thu 9/29/2022 12:00 PM
Show Time As: Free

Recurrence: (none)

Meeting Status: Not yet responded

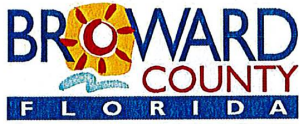
Organizer: Fowler, Carl
Required Attendees: adelapaz@ppines.com; Adoriso, Carlos; Adriel Sanchez; Allen, Richard; amontano@sunrise.fl.gov; Andrew@SBDD.org; Aneisha Nicholas; Angela Chin; avera-feria@hollywood.fl.org ; Carlos Puentes; Carole Morris; celam@sfrpc.com; Chief Frazier; Chris Van Vliet; clake@fortlauderdale.gov; Claudia Baker; cschramm@lighthousepoint.com; csosacruz@daniabeach.fl.gov; Curt Keyser; Dana McGeehan; Danyl Noel; Daryl Perez-Rosenbaum; David M; Deanne Von Stetina; dnurse@broward.org; donp@lauderdalebythesea-fl.gov; Durocher, Rita; Edgar Ruiz; Emily Aceti; Erik Salna; George McCord; George.Folles@Tamarac.org; Grant Goodwin; J Chockley; J England; J Fletcher; jahernandez@hollywood.fl.org; Jane Sullivan; jarnowitz@jfsbroward.org; Jeffrey Louis; jennifer jurado; jennifer_bourgouin@sheriff.org; JLopez@bermelloajamil.com; Jodi Pearl; joes@csidfl.org; John.bryan@copbfl.com ; Jouvens Adrien; Judy Hamilton; Julie Downey - Town of Davie (julie_downey@davie-fl.gov); K Holowicki; Karen Lawrence; Karl Kennedy; Katherine Burnell; Katherine Randall; kenr@lbts-fl.gov; kevin@sbdd.org; Kimberly H. Spill (Kimberly.spill-cristiano@copbfl.com); Krystal Aaron; Leona_Henry@davie-fl.gov; Lesly St. Fleur (LSt.Fleur@fortlauderdale.gov); lmax@betterworld2b.com; Lori Vun Kannon; Irahman@jfsbroward.org; lteich@fortlauderdale.gov; M Jeannot; Manuel Falla; Martar@csidfl.org ; Mayers, Lorraine; Meyer, Gregory; mlam@sunrise.fl.gov; Myriam Jacques; Natasha Stokin; Norry Lynch; pagnesi@broward.edu; Paris Dangleben; pcoulson@annstorckcenter.org; Phyliss Shaw; Price, Tamara; Randy Daniel; rhodesjk@aol.com; Ricardo Morley; Richard Benton; rickb@oaklandpark.fl.gov; Riesgo, Tatiana; rmoore@wiltonmanors.com; Rodriguez, Carolyn; Roger Veile; Romeo Lavarias (rblavarias@miramarfd.org); S Dinneen; Scott Manning; Shana.Coombs@copbfl.com; Shane Simcox; slee@cgasolutions.com; spearl@jfsbroward.org; sstoudenmire@coconutcreek.net; Stephen Smith; stoops@cityofparkland.org; Sue Carrano; svatske@feedingsouthflorida.org; T Gardner; T Nagy; Tameka Dorsett; Tammy Holguin; Tanya Davis-Hernandez; TCROWLEY@broward.org; tdorsett@lauderhill-fl.gov; TGood@deerfield-beach.com; Tiana Ganswith; Van Schoen; Y Lall; Zakiya Kelley; Mcgee, Yolanda; Kristin Lentz

Optional Attendees: wmontero@hollywood.fl.org; Emily Aceti; Jason Chockley; Ken Rubach; isabel@sbdd.org; Tiana Ganswith; Public Works Director; Julie Downey; Myriam Jacques

Importance: High

Good afternoon,

Due to the declared Florida State of Emergency and the impending deteriorating weather conditions, the September 29th Quarterly LMSWG is cancelled. It will be rescheduled with a new calendar invitation. We apologize for any inconvenience and look forward to hosting you at the rescheduled date.



Regional Emergency Services and Communications
EMERGENCY MANAGEMENT DIVISION
201 NW 84TH Avenue • Plantation, Florida 33324-1895 • 954-831-3900 • FAX 954-382-5805

Agenda

**Local Mitigation Strategy Working Group Holiday Meeting
Thursday, December 8th, 2022 11:00 AM – 12:30 PM (EST)**

**Location: Broward Emergency Management Division
Third Floor, Room 332-B
201 NW 84th Avenue, Plantation 33324**

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SUNSHINE MEETING ID: 2946

- I. Welcome and Thank You – Lori Vun Kannon, Chair
- II. ELMS Plan update and review – Carl Fowler, LMS Coordinator
- III. HMGP NOFO – Kristin Lentz, FDEM Mitigation, Region 7 LMS Liaison
- IV. Open discussion/Q&A—All

Please do not hesitate to contact me if you have any questions or if you need assistance at cafowler@broward.org, or via cell at (954) 410-5393.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
Broward.org

Local Mitigation Strategy Working Group Holiday Meeting

Name	Company / Organization	Phone	Email
Claudia Baker	FDEM	850-519-6734	claudia.baker@em.myflorida.com
Kimberly Spill-Cristina	Pompano Beach	954-242-0565	Kimberly.Spill-Cristina@cpbfl.com
Miriam Jacques	Pembroke Park	954-966-4600	mjacques@tppl.gov
Alysha Lindsey	BEMD		
Star Hanes	FLHHS South Florida	(909) 522-0545	STARH@FLHHSOUTHFLORIDA.ORG
Carla Taylor Bennett	BEMD	954-831-3919	cbennett@broward.org
Jennifer Bourgeois	BSO	954-547-4229	jennifer.bourgeois@bsobroward.org
Lee Van Kannon	Broward Emergency Mgmt	954-831-3933	lvankannon@broward.org

**LMSWG Subcommittee
Planning**

1. Jo Sesodia (Chair), Broward County
Director, Environmental Protection and Growth Management Department
Planning and Development Management Division
jsesodia@broward.org
(954) 357-6602 (o) (954) 816-7143 (m)
2. Constance Lake, Fort Lauderdale
clake@fortlauderdale.gov
(954) 828-7266 (o)
3. Sharon Williams, Pembroke Pines
swilliams@ppines.com
(954) 392-2100 (o)
4. Romeo Lavarias, Miramar
rblavarias@miramarfd.org
(954) 602-4833 (o) (954) 296-2824 (m)
5. Sue Carrano, Broward Housing Council
scarrano@broward.org
(954) 357-6737 (o)
6. Tami Price, Broward EMD
tprice@broward.org
(954) 831-3951 (o) (954) 400-8192 (m)
7. Myriam Jacques, Pembroke Park
mjacques@tppfl.gov
(954) 966-4600 x 200 (o)

LMMSG Planning Meeting Attendees

Summary

Meeting Date	Meeting Duration	Number of Attendees	Meeting ID
November 30, 2021 11:00 AM EDT	25 minutes	6	920-436-813

Details

Name	Email Address	Join Time	Leave Time
Carl Fowler	cafowler@broward.org	11:00 AM	11:25 AM
Jo Sesodia	jsesodia@broward.org	11:00 AM	11:25 AM
Tami Price	tprice@broward.org	11:00 AM	11:25 AM
Constance Lake	clake@fortlauderdale.org	11:00 AM	11:25 AM
Romeo Lavarias	rlavarias@miramarfd.org	11:00 AM	11:25 AM
Sue Carrano	scarrano@broward.org	11:00 AM	11:25 AM

**LMSWG Subcommittee
Resilience**

1. Carole Morris, Plantation
cmorris@plantation.org
(954) 797-2210 (o)
2. Phyllis Shaw, Hollywood
pshaw@hollywoodfl.org
(954) 921-3930 (o)
3. Jose Lopez, Bermello Ajamil and Partners
jlopez@bermelloajamil.com
(954) 998-1161 (o) (954) 260-5383 (m)
4. Jennifer Jurado, Broward County
jjurado@broward.org
(954) 519-1464 (o)
5. Richard Benton, Fort Lauderdale
rbenton@fortlauderdale.gov
(954) 828-6133 (o)
6. Chris Van Vliet, Hallandale Beach
cvan@hallandalebeachfl.gov
(954) 457-3044 (o)
7. Krystal Aaron, Pompano Beach
krystal.aaron@copbfl.com
(954) 786-7920 (o) (954) 547-2471 (m)
8. Myriam Jacques, Pembroke Park
mjacques@tppfl.gov
(954) 966-4600 x 200 (o)

**LMSWG Subcommittee
Education & Outreach**

1. Ron Guerrero, Broward County
rguerrero@broward.org
(954) 831-3915 (o) (954) 931-3045 (m)
2. Jennifer Bourgouin, BSO
Jennifer_bourgouin@bsosid.org
(954) 888-5461 (o) (954) 547-4229 (m)
3. Jane Sullivan, Lauderhill
jsullivan@lauderhill-fl.gov
(954) 730-3001 (o)
4. Natasha Strokin, Memorial Healthcare System
nstrokin@mhs.net
(954) 265-7108 (o) (305) 525-9563 (m)
5. Emily Aceti, Southwest Ranches
eaceti@southwestranches.org
(954) 343-7453 (o)
6. Raymond Boyd, Broward Chapter, American Red Cross
Raymond.boyd@redcross.org
(954) 320-9725 (m)
7. Erik Salna, Florida International University
esalna@fiu.edu
(305) 348-1146 (o)
(954) 818-8175 (m)
8. Dana McGeehan, FDEM Region 7
Dana.mcgeeahan@em.myflorida.com
(850) 591-6025 (m)
9. Greg Meyer, Broward County Office of Public Communications
gmeyer@broward.org
954-357-8541 (o)
10. Stephen Smith, Lauderdale Lakes
stephens@lauderdalelakes.org
(954) 535-2495 (o)

**LMSWG Subcommittee
CRS**

1. Constance Lake, Fort Lauderdale
2. clake@fortlauderdale.gov
(954) 828-7266 (o)
3. Phyllis Shaw, Hollywood
pshaw@hollywoodfl.org
(954) 921-3930 (o)
4. Richard Benton, Fort Lauderdale
rbenton@fortlauderdale.gov
(954) 828-6133 (o)
5. Chris Van Vliet, Hallandale Beach
cvan@hallandalebeachfl.gov
(954) 457-3044 (o)
6. Carlos Adorisio, Broward County
cadorisio@broward.org
(954) 519-1206 (o) (954) 707-0911 (m)

**LMSWG Subcommittee
Private Sector**

1. Daryl Perez-Rosenbaum
dperezrosenbaum@broward.org
(954) 357-5672 (o)
2. Necole Holton-Jacobs
Necole.holton.em@gmail.com
(561) 523-1159 (m)
3. Romeo Lavarias, Miramar
rblavarias@miramarfd.org
(954) 602-4833 (o) (954) 296-2824 (m)
4. Kimberly Spill-Cristiano, Pompano Beach
Kimberly.spill-cristiano@copbfl.com
(954) 545-7799 (o) (954) 242-0565 (m)
5. Marta Rubio, Coral Springs
matar@csidfl.org
(954) 796-6624 (o)

Appendix G: Discontinued ELMS Hazard Profiles

Hazard	Reasons for Exclusion
Freeze	Deep freezes do occasionally occur in South Florida; however, these events cause minimal impact outside of agricultural losses and related economic industries (including commercial nurseries). Due to widespread urban development and minimal agricultural land uses in Broward County, historical crop damages due to freezes are minimal in comparison to other areas in Florida.
Winter Storm	South Florida is not at risk to winter storms (including snow, ice, sleet, and blizzard conditions).
Earthquake	Broward County is located well outside of any areas identified by the United States Geological Survey as having seismic risk. The peak ground acceleration (PGA) with a 10% probability of exceedance in 50 years for Broward County is 0% gravity (g) (lowest potential for seismic ground shaking events). FEMA recommends that earthquakes only be further evaluated for mitigation purposes in areas with a PGA of 3% g or more.
Expansive Soils/Land Subsidence	South Florida is not at risk to expansive soils. Based on its soil type, there is no potential for ground swelling and associated property damages in Broward County.
Tsunami	Extremely rare, small events are possible along the eastern shoreline of Broward County, but the impact would likely be minimal. Further, the vulnerability of coastal assets to tsunami inundation is lessened through ongoing hurricane storm surge mitigation practices.
Volcano	Volcanoes are not located anywhere near Broward County.
Dam / Levee Failure	According to the U.S. Army Corps of Engineers and the FEMA National Dam Safety Program, there are no identified dams or levees which pose a high or intermediate hazard to Broward County. The Broward County portion of the East Coast Protective Levee was accredited in September 2013. Although not included as a significant hazard of concern, future analysis should be done on the impact of dam / levee failure.
Structural Fire	The structural fire hazard is more appropriately and adequately addressed through statewide and local fire safety standards and codes, in addition to the continuous planning, training, and routine operation of local firefighting services.

Appendix H: Local Enhanced Plan and Mitigation Integration Summary

Incorporation into Existing Planning Mechanisms

As part of the planning process, the Planning Subcommittee identifies current plans, programs, policies/ordinances, and studies/reports that will augment or help support mitigation planning efforts. The LMS Working Group will be the mechanism for ensuring that entities integrate hazard mitigation into its future planning activities. The subsection below entitled "Plan Integration Efforts" describes some of the examples from the ELMS process in identifying additional opportunities to incorporate mitigation into existing planning mechanisms.

To ensure the continued consistency, Broward County's Enhanced Local Mitigation Strategy (ELMS) Hazard Identification and Risk Assessment serves as the primary hazard identification and risk assessment for Broward County. Broward County ELMS shall be utilized for a detailed hazard identification and risk assessment for all Broward County plans. An updated version of the hazard identification and risk assessment will be conducted in conjunction with each review and iteration of the County's Enhanced Local Mitigation Strategy.

Plan Integration Efforts

A major objective of the ELMS process is to integrate mitigation into other essential community planning processes. This strategy will allow achievement for more consistency, integration, and more effectiveness of mitigation practices into several existing county-wide, regional, state and federal planning mechanisms. Below is a summary of some the integration efforts to demonstrate where other plans and programs are consistent with the Broward County's Local Mitigation Strategy and developed in concert with the Local Mitigation Strategy.

Broward County Comprehensive Emergency Management Plan

Broward County's Comprehensive Emergency Management Plan (CEMP), as adopted Nov. 17, 2020, was developed on the premise to provide an "all hazards" approach to emergency management. The Broward CEMP consists of three major components -the Basic Plan including supporting Standard Operating Procedures and annexes: the Broward Recovery Plan and the Broward Enhanced Local Mitigation Strategy (ELMS). The ELMS outlines the County's mitigation program to address a myriad of possible mitigation measures that will reduce or eliminate exposure to hazard impacts. The ELMS provides a comprehensive and coordinated hazard mitigation program for Broward County and its 31 municipalities aligned with Broward's CEMP. The Broward CEMP is consistent with the ELMS as having the same defined significant hazards of concern. Presently, the ELMS is integrated into the Broward County Comprehensive Emergency Management Plan (CEMP) through both plans' review cycles. The LMS Coordinator will continue to ensure that policies, programs, and mitigation actions are consistent between the ELMS and the Broward County CEMP. Further, all jurisdictions within Broward County having CEMPs are required to be consistent with the County CEMP. It should be noted that most municipalities have indicated that the vulnerability assessment section of the ELMS has been incorporated into their CEMP and is also utilized in the same manner to help develop Continuity of Operations (COOP) Plans like the County.

The Broward CEMP sets up an incident management system based upon National Incident Management protocols. This framework has identified roles and responsibilities for the Broward Emergency Response Team in the Broward Emergency Operations Center (EOC) environment. Recognizing the significance of prepositioning mitigation in the EOC response for the identification of mitigation opportunities, there is a Mitigation Unit under the Planning Section to ensure mitigation is part of the EOC response and short-term recovery planning. Mitigation is then further incorporated into the long-term recovery phase as part of the Recovery Coordination Center if activated.

County Comprehensive Plan

Broward County's Comprehensive Plan serves as a growth management planning document that guides development based upon projected growth and anticipated associated impacts on the County. The Broward NEXT 2.0 version of Broward County's Comprehensive Plan was adopted on March 28, 2019 (Ordinance No. 2019-11) with some elements being revised in 2020 and 2021 and amendments in 2022 as noted in support documents. Broward County's Land Use and comprehensive plans were updated including involvement from the 31 municipalities. The Broward County Land Use Plan of the Broward County Comprehensive Plan addresses climate resiliency, adaptation action areas and priority planning areas to address taking on a county-wide approach to land use planning. This last update of Broward Next sought to comprehensively update the County's land use planning program to meet the challenges of future growth by setting priorities and parameters for housing, transit, climate reliance and adaption, regional economic development, environmental protection, and disaster preparedness through mitigation.

The Coastal Management Element of the Comprehensive Plan was amended in 2022. The purpose of the Coastal Management Element (CME) is to plan for, and where appropriate, limit development activities where such activities would damage or destroy coastal resources, protect human life, and limit public expenditures in areas that are subject to destruction by natural disaster. The Florida Administrative Code (FAC) requires the CME to address coastal management, natural disaster, and deep-water port issues. Consistent with Florida Statutes Section 163.3177(g)7, the purpose of the Natural Disaster Component (NDC), as part of the Coastal Management Element (CME), is to plan to "protect human life against the effects of natural disasters." Natural disaster planning issues have been singled out as a separate component to stress their importance in Broward County. The NDC Support Document provides the data and analysis used as the basis for the goal, objectives and policies included in the NDC and was developed to provide for initiatives to support local mitigation strategy efforts.

SE Florida Regional Climate Change Compact: Regional Climate Action Plan

The Southeast Florida Regional Climate Change Compact was created in 2010 by Broward, Miami-Dade, Monroe, and Palm Beach counties to coordinate and collaborate on climate change action across county lines and is a leading example of regional-scale climate action and mitigation implementation. In 2012, the Compact codified its vision in its first Regional Climate Action Plan (RCAP). The Southeast Florida Regional Climate Change Compact is now on the third iteration (November 2022) of its Regional Climate Action Plan (RCAP). Developed with the guidance of more than 150 subject matter experts, including community members and

stakeholders, the RCAP 3.0 provides updated guidance to support the implementation and acceleration of local and regional climate action in Southeast Florida.

The RCAP outlines goals, recommendations and supporting strategies across 11 focal areas to advance the objectives, of strengthening the adaptive capacity and climate resilience of the region's communities, institutions, and economy. The RCAP serves Broward, Miami-Dade, Monroe, and Palm Beach counties, inclusive of 109 municipal governments, the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida, encompassing a total regional population of more than 6.2 million people.

Risk Reduction and Emergency Management is a highlighted focus area of the RCAP with the following Goal: Prepare SE Florida for climate shocks and stressors by coordinating interdisciplinary risk-reduction planning and with emergency management planning. There are currently 15 recommendations under this Goal with identified strategies for implementation that were developed to enhance regionally and then locally through Broward County's Local Mitigation Strategy programs and projects. The 15 recommendations are: Identify climate risks to communities, built/physical environment and infrastructure; Integrate climate risks into hazard mitigation and emergency planning; Advance infrastructure investments to reduce risks; Advocate for solvency and affordability of insurance; Prioritize investments in transportation infrastructure; Strengthen regulations to reduce risk; Promote existing risk mitigation policies and programs; Utilize distributed renewable energy for disaster recovery; Communicate climate risks and emergency information; Develop post-disaster redevelopment plans; Provide small business recovery resources; Train local government staff on disaster preparedness; Engage with frontline communities to inform planning; Identify low-income populations in "communities at risk" and strengthen inter-and intra- governmental coordination.

There are ongoing coordination efforts throughout Broward County government to ensure continued integration of mitigation measures as it relates to strengthen the adaptive capacity of Broward. Broward County has a Chief Resilience Officer along with a Resilience Environment Department to recommend, and develop programs, implement projects and policies to support sustainability and resilience. The Broward County Government Operations Climate Change workgroup, led by the Resilience Environment Dept. allows for the opportunity for Broward County governmental divisions/departments to assist in implementing various elements of the Climate Change Action Plan including the Emergency Management Division to promote countywide measurable efforts.

State's Resilient Florida Program

The Resilient Florida program was created in 2021 by Senate Bill 1954/House Bill 7019 to provide a coordinated approach for Statewide Flooding and Sea Level Rise Resilience Planning with an accompanying grant program administered by the Florida Department of Environmental Protection to help communities prepare for the impacts of flooding and storm surge. The legislation ensures a coordinated approach to Florida for coastal and inland resilience. The targeted funding and new directives have enhanced efforts to protect inland riparian areas, coastlines, shores, and coral reefs all which serve as invaluable natural defenses against sea level rise. These initiatives have been incorporated locally into Broward County's local mitigation strategy and supporting projects, programs, and plans.

Broward County and local municipalities will receive a combined \$92 million in grant funds in 2023 for resilient infrastructure improvement projects. The funding was made available through

the competitive grant program by the Florida Department of Environmental Protection to fund projects to help prepare coastal and inland communities to the adverse impacts of flooding and storm surge. Broward County received nearly \$66 million to advance mitigation, infrastructure, and other water management improvements. 16 Broward County projects have been awarded funds, including replacement and improvement of bridges, septic to sewer conversions, wastewater pumps, bulkheads, and several stormwater infrastructure projects. The cities of Dania Beach and Ft Lauderdale were also funded for critical stormwater and infrastructure upgrades in the amount of \$25 million including the neighborhoods of Progresso and Dorsey Bend.

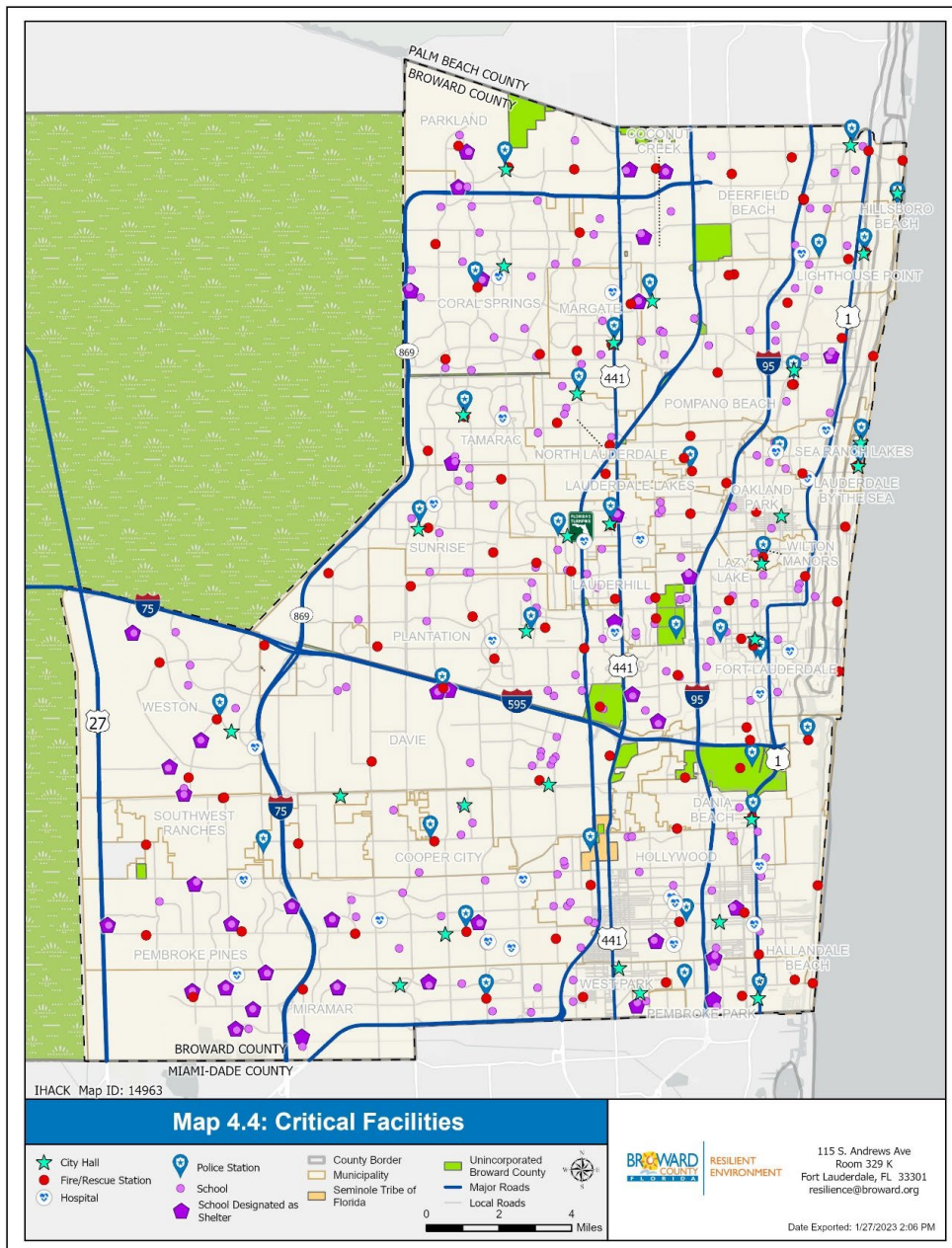
The Florida Dept. of Environmental Protection has also funded round of planning grants to assist in completing up to date comprehensive vulnerability assessments by 2026. Of the 122 communities awarded, Broward County and 11 Broward County cities received funding to update and/or develop vulnerability assessments.

State's Enhanced Hazard Mitigation Plan

The Florida Division of Emergency Management works closely with Broward County to ensure that the State Hazard Mitigation Plan and initiatives are incorporated locally into Broward's Local Mitigation Strategy and vice versus on a recurring basis and not just part of the 5-year updates. Starting in 2010, the State FDEM Mitigation Unit has invited members of the Local Mitigation Strategy working groups to participate in mitigation planning including the quarterly Mitigate FI meetings. Broward County Emergency Management has been actively participating in Mitigate FL activities over these years. The State provides a variety of forums so that there is cross-jurisdiction interface as it relates to mitigation planning activities. The State FDEM Mitigation Unit along with other State agencies with mitigation programs such as FL DEP are invited and are part of programming for Broward County's Local Mitigation Strategy Workgroup.

Appendix I: Critical Facilities

Critical Facilities are defined as those structures from which essential services and functions for survival, continuation of public safety actions, and disaster recovery are performed or provided. For the purposes of this document, Broward County has identified those critical facilities that have the potential for being affected by natural and human caused disasters. The identification and location of critical facilities throughout Broward County are shown in below map:



Appendix J: Hazards Summary Profile

Broward County is vulnerable to a wide range of natural and human caused hazards that threaten life and property. FEMA's current regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (i.e., technological hazards, terrorism) is encouraged, though not required for plan approval.

Most Significant Hazards of Concern for Broward County

Natural Hazards	Human Caused Hazards
Atmospheric ☒ Extreme Heat ☐ Freeze ☐ Lightning ☒ Severe Thunderstorm ☒ Tornado ☒ Tropical Cyclone (Storms and Hurricanes) ☐ Winter Storm Hydrologic ☒ Coastal Erosion ☒ Drought ☒ Flood ☐ Rip Current ☒ Sea Level Rise/Climate Change Geologic ☐ Earthquake ☐ Expansive Soils ☐ Sinkhole / Land Subsidence ☐ Tsunami ☐ Volcano Other ☒ Wildfire	Biological ☐ Agricultural Disease ☒ Pandemic/Infectious Disease Societal ☐ Civil Disturbance ☒ Mass Migration ☒ Terrorism ☒ Active Shooter Technological ☒ Cyber ☐ Dam / Levee Failure ☒ Hazardous Material Incident ☐ Nuclear Power Plant Accident ☐ Structural Fire

User Guide for the Broward County Screening Tool Wind and Flood Hazards

Introduction

This screening tool was developed for the Broward County Emergency Management Division and is applicable to wind and flood projects in Broward County, Florida. The screening tool includes various factors that are highly influential in determining cost effectiveness for potential wind and flood mitigation projects. Factors presented in the tool are based on a pre-defined scoring system and are weighted relative to their importance in terms of cost-effectiveness. Because projects with high cost effectiveness are more likely to be funded, this tool also is designed to provide a general indication of project viability.

Once the user goes through and assigns a reasonable rating for each of the applicable quantitative factors, the tool will then generate an overall project rating score based on the user's input. The tool will allow the user to interpret the project rating score by establishing a threshold, or target score for comparison. Resulting scores that are above the "threshold" score would indicate that the proposed mitigation project would have a high likelihood of cost-effectiveness. Building specific data would then be used to evaluate potential damages and losses using the Federal Emergency Management Agency (FEMA) Benefit Cost Analysis (BCA) Tool Version 4.5.5 ^[1].

How to use the project screening tool:

1. Open excel file and **enable macros**.
2. Choose the appropriate worksheet, depending on the hazard type: wind or flood.
3. Fill out the project name, the applicant's name and a brief description of the proposed project.
4. Fill out relevant project and building information.
5. Choose the appropriate project-specific option for each of the factors in the tool.
6. Compare the final score to the threshold score ranges.

If both wind and flood hazard mitigation is proposed in the same project, evaluate the hazards separately in the screening tool and include a comment in the field after the scores.

Project Type Alternatives

The initial part of the tool is intended to outline various mitigation options and aid the user with initial project type selection. A description of mitigation options that are potentially eligible under FEMA's Hazard Mitigation Assistance programs is included. Mitigation projects are designed to reduce or eliminate long-term risk to people and property from hazards and their effects.

Project and Building Information

User Guide for the Broward County Screening Tool Wind and Flood Hazards

This section of the tool documents selected project-specific information that will be provided to the County. This information can later be used in the FEMA Benefit Cost Analysis Tool.

Project Cost - The project cost should reflect all the work components associated with the proposed mitigation project. The cost should include pre-construction costs (e.g., design, permits, appraisal fees), construction costs (e.g., labor, materials, equipment rental, and other direct costs), application costs, project management costs, and other fees or costs associated with the project.

Building Replacement Value (BRV) - This factor applies to projects that protect buildings. The BRV is the cost to replace the building with a functionally equivalent building, based on the current cost of labor and materials. The BRV is not the same as the current market value of the building.

Contents Value - The contents value is the cost of the contents in the building. Contents do not include items that are permanent parts of the building, such as electrical and plumbing systems. Contents value should be based on building specific data, if available. Content value can also be estimated as 50-150% of the structure value, depending on occupancy class (see FEMA BCA Tool Version 4.5.5 software and reference guide^[1], summarized below).

Building Construction Date (or Year) - This factor applies to projects that protect buildings. The building construction date or year indicates the time the building was constructed. Also indicate if there was major reconstruction and provide the year and nature of the reconstruction.

Building Area - This factor applies to projects that protect buildings. The total size of the building consists of the enclosed area within the building, including finished and unfinished basements, and the entire living space; however, it does not include porches, garages, or other outside areas. For projects that protect more than one building (e.g., drainage improvement and stormwater management projects), please provide the average BRV and building size and indicate the number of buildings that would be protected by the proposed project.

Project Screening Factors

This section of the tool provides scores for each of the individual factors evaluated in the screening tool. In general, higher scores indicate increased mitigation effectiveness, benefits, or building vulnerability.

Mitigation Effectiveness Factors

Project Useful Life - The project useful life is the estimated amount of time that the mitigation action will be effective. FEMA has determined standard values and acceptable useful life limits for a variety of mitigation projects. Standard values for typical wind and flood mitigation projects are listed in the FEMA BCA Tool and are included below:

- Acquisition – 100 years
- Residential Building Elevation or Retrofit – 30 years (retrofit limit: 30-50 years)

User Guide for the Broward County Screening Tool

Wind and Flood Hazards

- Non-Residential Building Elevation or Retrofit – 25 years (limit: 25-50 years)
- Public Building and Historic Building elevation or Retrofit – 50 years (limit: 50-100 years)
- Roof Diaphragm Retrofit – 30 years
- Hurricane Storm Shutters – 15 years (limit: 15-30 years)
- Pump stations, substations, wastewater systems (structures) – 50 years
- Culverts with end treatment – 30 years (limit: 25-50 years)
- Culverts without end treatment – 10 years (limit: 5-20 years)

Project Type - The project type option selected should represent the proposed mitigation and reflect the project type description at the top of the tool. Note that "shutter" mitigation includes projects that strengthen building openings (e.g., windows, skylights, entry doors, garage doors).

Wind Hazard

Type of Construction - The type of construction refers to the primary building material of the structure (e.g., the structural elements that hold up the roof). See figures on the **Worksheet Tab "Construction Type"** for more information. Some wind mitigations projects are only allowed for certain construction types. For example, only shutter and acquisition mitigation project types are allowed for manufactured homes. The selection of the type of construction will limit options for project type, causing invalid project types to become gray and unable to be selected.

Project Effectiveness – Because of major changes in building codes and wind load specifications, project effectiveness for wind mitigation projects is scored separately for buildings that are constructed prior to September 1994 (the effective date for the 1994 South Florida Building Code), and for buildings constructed after September 1994.

Roof deck and covering - Either (1) Securing the roof deck and replacing the roof covering, installing and improving secondary underlayments, and improving roof coverings or (2) Securing roof deck attachment/providing secondary water barrier using foam adhesive.

- For information on securing the Roof Deck – see FEMA P-499 ^[2] Technical Fact Sheet No. 7.1
- For information on replacing the Roof Covering – see FEMA P-499 ^[2] Technical Fact Sheets No. 5.2, 7.3, 7.4, and 7.6
- For information on installing Secondary Water Barriers – see FEMA P-499 ^[2] Technical Fact Sheet No. 7.2
- Additional information can be found in FEMA guidance manuals (listed below in the Additional Resources section).

Soffit/vent - Strengthening vents and soffits (e.g., strengthening attic ventilation openings that are not capable of resisting failure from high-wind forces).

- For information on strengthening Vents and Soffits – see FEMA P-499 ^[2] Technical Fact Sheet No. 7.5 and FEMA guidance manuals (listed below in the Additional Resources section).

User Guide for the Broward County Screening Tool

Wind and Flood Hazards

Roof overhangs - Strengthening overhangs by ensuring that there are adequate connections between end walls and roof framing.

- For information on connections between end walls and roof framing – see FEMA P-499 ^[2] Technical Fact Sheet No. 4.3 and FEMA guidance manuals (listed below in the Additional Resources section).

Shutters or laminated glaze - Window and entry door protection from windborne debris, garage door protection from wind pressure, and garage door glazing protection from windborne debris (if located within the windborne debris region).

- For information on Shutters and Glazing – see FEMA P-499 ^[2] Technical Fact Sheet No. 6.2 and FEMA guidance manuals (listed below in the Additional Resources section).

Door replacement - Replacing entry doors, garage doors, or bay doors.

- For information on Door replacements – see FEMA P-499 ^[2] Technical Fact Sheet No. 6.1

Window assembly - Replacing of the window assembly.

- For information on Window replacements – see FEMA P-499 ^[2] Technical Fact Sheet No. 6.1

Gable end-wall strengthening - Bracing gable end walls over 4 feet tall.

- For example, this may involve: (1) Strengthening vertical framing members of the gable end using retrofit studs, (2) Bracing the top and bottom of the gable end with horizontal braces to allow lateral loads to transfer to the roof and ceiling diaphragms, (3) Making connections between horizontal braces and retrofit studs using metal straps and fasteners, and (4) Connecting the bottom of the gable end to the wall below using metal bracket connectors.

Component attachment - Strengthening connections of attached structures (e.g., exterior equipment, carports).

- For information on attachment of decks and accessory structures – see FEMA P-499 ^[2] Technical Fact Sheet No. 8.2
- Additional information can be found in FEMA guidance manuals (listed below in the Additional Resources section).

Continuous load path - Developing a continuous load path. An example of a continuous load path is provided on **Figure 1 on Worksheet Tab "Figures"**.

- For information on continuous load path – see FEMA P-499 ^[2] Technical Fact Sheets No. 4.1 and 4.3 and FEMA guidance manuals (listed below in the Additional Resources section).

Other protection measures - This scoring factor allows for other protection measures, such as strengthening exterior wall coverings (e.g., vinyl siding, brick veneer, fiber-cement siding, and wood and hardboard siding) or protecting utilities.

- For information on vinyl or wood siding and brick veneer – see FEMA P-499 ^[2] Technical Fact Sheets No. 5.3 and 5.4
- For information on protecting utilities – see FEMA P-499 ^[2] Technical Fact Sheet No. 8.3
- Additional information can be found in FEMA guidance manuals (listed below in the Additional Resources section).

Flood Hazard

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Flood Event that Caused Damage to Proposed Facility – This property is used to indicate the storm event that has frequently caused flooding at the proposed facility.

Damaging Flood Event after Post-Mitigation Protection – This property indicates the proposed level of protection for the facility (e.g., flood barrier height, elevated First Floor Elevation [FFE])

Cost Benefit Factors

BRV and Project Costs – Please see above for descriptions.

Contents Value – The value of the building contents is used to calculate this measure. Contents do not include items that are permanent parts of the building, such as electrical and plumbing systems. If contents value is unknown, standard values from Hazards U.S. Multi-Hazard (HAZUS) can be used (see FEMA BCA Tool and below).

- Residential - 50% BRV
- Commercial (e.g., retail, professional/technical business services, banks) – 100% BRV
- General government services – 100% BRV
- Heavy and light industrial – 150% BRV
- Hospitals, medical offices, or emergency response services – 150% BRV

Note: Building content value based on building specific data may be higher than HAZUS estimates, particularly for hospitals, medical offices, and emergency response services.

Building Vulnerability Factors

The building vulnerability factors selected for the tool should represent the pre-mitigation properties for the proposed project. Before-mitigation properties consist of the existing building features and properties. After-mitigation properties are determined by the proposed mitigation project.

Building Type – The appropriate building type should be selected. Indicate if the proposed mitigation is for a residential, commercial, industrial, public service building, or historic building. Multiple building types may be selected for stormwater management/drainage projects.

Wind Hazard

User Guide for the Broward County Screening Tool

Wind and Flood Hazards

Exposure - The two categories of exposure considered include Exposure Type B - Urban/Dense Suburban and Exposure Type C – Open. The exposure category is distinguished based on topography, vegetation, and constructed facilities within the vicinity of the specific project site. Typically, the most common exposure category that applies most of the time is Exposure Type B - Urban/Dense Suburban. Alternatively, Exposure Type C – Open includes areas with only scattered obstructions less than 30ft tall, flat open country, grasslands, hurricane prone shorelines, and areas adjacent to water surfaces in hurricane prone regions.

- *Exposure Type C should only be selected for projects located in areas along the shoreline, adjacent to water surfaces, in flat open country, grassland areas or areas that have only scattered obstructions less than 30 feet tall. Otherwise exposure Type B should be selected.*

Roof Shape - This property indicates the shape of the roof. A Gable Roof is a ridged roof that slopes up from only two sides of a building. A Hip Roof is a roof that slopes up from all four sides of a building.

Roof Cover Type - This property identifies the type of roof covering. The roof cover is the external water shedding material on the roof, not the structural components of the roof decking.

Roof Cover Quality - This property refers to the quality of the roof cover.

Roof Deck Age - This property indicates the age of the roof deck (not roof cover). The roof deck is the structural substrate of the roof.

Roof Deck Attachment Nail Size and Spacing – This property refers to the spacing of the nails that support the roof decking for wood-frame roofs.

Metal Roof Deck Attachment - This property refers to the quality of the roof deck attachment for metal roofs. A “standard” metal roof deck attachment generally consists of an arc spot weld connection or screws that are most often #12 or ¼ inch diameter when fastening the roof deck to structural members. A “superior” metal roof deck attachment has increased fastener schedules to handle higher design pressures.

Secondary Water Resistance Barrier - This property identifies whether there is a secondary water resistance barrier that would prevent water penetration through the roof decking after the loss of the roof covering.

Roof-Wall Connection - This property indicates if the structural system of a building can transfer loads from the roof to the foundation. For example, a strap would provide positive connection from the roof framing to the walls and from the wall framing to the foundation system. A toenail system would also provide a roof-wall connection, but a toenail connection is less secure than a strap.

Masonry Reinforcing (Masonry Walls) – This property applies to masonry buildings only and indicates if the structure has reinforced masonry walls.

Tie Downs (Manufactured Homes) – This property is for manufactured homes only and refers to straps utilized to secure manufactured homes to anchors during high winds.

Shutters - This property indicates if a structure has reinforced openings prior to mitigation.

User Guide for the Broward County Screening Tool

Wind and Flood Hazards

Window Area - This property refers to the amount of openings in the structure. Openings in the wall and roof include windows, doors, sliding glass doors, skylights, and garage or bay doors.

Type of Wind Debris - This property indicates the typical characteristics associated with debris in the area surrounding the structure (e.g., residential versus residential/commercial mix).

Flood Hazard

First Floor Elevation (FFE), Flood Level Equivalent - The FFE is the elevation of the top of the lowest finished floor of the structure. It is the bottom of the lowest horizontal structural member in V Zones.

Number of Prior Damaging Events - This factor indicates the number of documented events that have caused damages.

Properties in 100-yr Floodway - This scoring factor indicates the number of buildings in the FEMA-designated floodway, as shown on the Flood Insurance Rate Map (FIRM) for the community^[3]. Higher scores are possible for projects that protect more than one building.

Properties in "Coastal" Zone V and A - This scoring factor indicates the number of buildings shown on the FIRM to be in Coastal Zone V (the 1% annual chance floodplain in an area subject to the additional hazards posed by wave heights greater than 3 feet) and "Coastal" Zone A (the 1% annual chance floodplain in a coastal area where waves are less than 3 feet in height). Examples of Zone V and Coastal Zone A are provided on **Figures 2 through 4 on Worksheet Tab "Figures"**.

Properties with 3 or more damage events - This scoring factor indicates the number of buildings with multiple damage events. Higher scores are possible for projects that protect more than one building.

Additional Benefits

Although these types of benefits could apply to several project types, these benefits are typically associated stormwater management type projects.

Physical Damages Avoided

Number of Buildings - This property indicates the number of buildings that would avoid physical damage due to the proposed mitigation. Higher scores are possible for projects that protect more than one building.

Non-Building Infrastructure - This property indicates the level of physical damages that would be avoided to infrastructure. This accounts for physical damages other than building/contents (e.g., physical damage to roads, water supply, sewers, electrical grids, telecommunications lines). Loss of services is described below.

Loss of Services Avoided

Number of Public Services - This property indicates the number of public services where loss of services would be avoided because of the proposed mitigation.

User Guide for the Broward County Screening Tool Wind and Flood Hazards

Roads Impacted – This property indicates the severity of road/traffic impacts that would be avoided by the proposed mitigation. The approximate amount of time that a road or bridge would be closed and traffic would be detoured should be estimated based on historical road closures.

Utilities Impacted - This property indicates the severity of utility impacts that would be avoided by the proposed mitigation. Utility services are electricity, natural gas, potable water, or wastewater. Utility service interruptions should be estimated based on historical events.

Critical Services – This property indicates if the building protected is an emergency medical service facility, hospital with surgery or emergency services, police station, or fire station.

Environmental Benefits and Emergency Response Cost Avoided

Environmental and Cultural Benefits – This property indicates the level of indirect environmental or cultural benefits from the mitigation project (e.g., an acquisition project that provides connection to a greenway, protection of a registered historic building).

Indirect Protection of Nearby Hazardous Material Sites with... - This property indicates if there are indirect benefits associated with protection of nearby hazardous material sites.

Emergency Response Costs – This property indicates the severity of the emergency response costs that would be avoided by the mitigation project. These costs include labor, equipment, and materials to perform emergency work (e.g., sandbagging before the event, costs to evacuate residents, costs to close roads, costs to provide a temporary by-pass service).

Interpretation of Results

After the scoring factors in the screening tool are selected, a cumulative score will be calculated at the bottom of the wind or flood worksheet. Comments can be included in the box next to the score. This score represents the overall cost effectiveness rating of the proposed project. For example, a score of less than 40 indicates that it is unlikely that the project is cost effective as currently proposed and that the project that would likely have a benefit-cost ratio (BCR) less than 1.0. A project with a score between 40 and 50 may benefit from slight modifications, such as increasing the project effectiveness. Projects with scores greater than 50 are likely to be cost effective and have a BCR greater than 1.0.

Projects that have a high likelihood of being cost effective should proceed to evaluating project-specific information using the FEMA BCA Tool. Projects that are unlikely to be cost effective should consider changes, such as improvements to mitigation effectiveness. For example, shutter mitigation for buildings with a weak roof may not be as effective as combining shutter and roof improvements.

Notes:

^[1] FEMA BCA Tool Version 4.5.5 software and reference guide can be downloaded from the FEMA website at

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<http://www.fema.gov/library/viewRecord.do?id=4830>

^[2] FEMA P-499 Technical Fact Sheets can be downloaded at

<http://www.fema.gov/library/viewRecord.do?id=2138>

^[3] Flood Insurance Rate Maps are published by FEMA to support the National Flood Insurance Program. The maps show Special Flood Hazard Areas, which are those areas subject to inundation during a flood that has a 1-percent chance of being equaled or exceeded in a given year (also referred to as the base flood or 100-year flood).

Additional Resources

FEMA Technical Fact Sheets

FEMA P-499. Home Builder's Guide to Coastal Construction. Technical Fact Sheet Series. December 2010.

<http://www.fema.gov/library/viewRecord.do?id=2138>

General

- Fact Sheet No. 1.2, Summary of Coastal Construction Requirements and Recommendations
- Fact Sheet No. 1.3, Using a Digital Flood Insurance Rate Map (DFIRM)
- Fact Sheet No. 1.4, Lowest Floor Elevation
- Fact Sheet No. 1.5, V-Zone Design and Construction Certification

Foundations

- Fact Sheet No. 3.1, Foundations in Coastal Areas
- Fact Sheet No. 3.5, Foundation Walls

Load Paths

- Fact Sheet No. 4.1, Load Paths
- Fact Sheet No. 4.2, Masonry Details
- Fact Sheet No. 4.3, Use of Connectors and Brackets

Wall Systems

- Fact Sheet No. 5.2, Roof-to-Wall and Deck-to-Wall Flashing
- Fact Sheet No. 5.3, Siding Installation in High-Wind Regions
- Fact Sheet No. 5.4, Attachment of Brick Veneer In High-Wind Regions

Openings

- Fact Sheet No. 6.1, Window and Door Installation

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Fact Sheet No. 6.2, Protection of Openings – Shutters and Glazing

Roofing

Fact Sheet No. 7.1, Roof Sheathing

Fact Sheet No. 7.2, Roof Underlayment for Asphalt Shingle Roofs

Fact Sheet No. 7.3, Asphalt Shingle Roofing for High-Wind Regions

Fact Sheet No. 7.4, Tile Roofing for High-Wind Areas

Fact Sheet No. 7.5, Minimizing Water Intrusion through Roof Vents in High-Wind Regions

Fact Sheet No. 7.6, Metal Roof Systems in High-Wind Regions

Attachments

Fact Sheet No. 8.2, Decks, Pools, and Accessory Structures

Fact Sheet No. 8.3, Protecting Utilities

FEMA Guidance Manuals

FEMA P-762. Local Officials Guide for Coastal Construction. Design Considerations, Regulatory Guidance, and Best Practices for Coastal Communities. February 2009.

<http://www.fema.gov/library/viewRecord.do?id=3647>

- Includes information on load path, foundations, building framing systems, roof coverings, exterior wall coverings, and window and door protections.

FEMA 348. Protecting Building Utilities from Flood Damage. November 1999.

<http://www.fema.gov/library/viewRecord.do?id=1750>

FEMA 543. Design Guide for Improving Critical Facility Safety from Flooding and High Winds. January 2007.

<http://www.fema.gov/library/viewRecord.do?id=2441>

FEMA 577. Design Guide for Improving Hospital Safety in Earthquakes, Floods, and High Winds. June 2007.

<http://www.fema.gov/library/viewRecord.do?id=2739>

FEMA 361. Design and Construction Guidance for Community Safe Rooms. August 2008.

<http://www.fema.gov/library/viewRecord.do?id=1657>

FEMA P-424. Design Guide for Improving School Safety in Earthquakes, Floods, and High Winds. December 2010.

<http://www.fema.gov/library/viewRecord.do?id=1986>

FEMA 582 - Design Guide for Improving Commercial Buildings Safety in Earthquakes, Floods, and High Winds (future publication)

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Note: Although the following publications focus on retrofit/construction of residential structures, most of the construction principles also apply to non-residential structures.

FEMA P-55. Coastal Construction Manual. Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas. August 2011.

<http://www.fema.gov/library/viewRecord.do?id=1671>

- Help identify and evaluate practices that will improve the quality of construction in coastal areas and reduce the economic losses associated with coastal disasters.

FEMA P-259. Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures. January 2012.

<http://www.fema.gov/library/viewRecord.do?id=1645>

- Engineering design and economic guidance on what constitutes feasible and cost-effective retrofitting measures for flood-prone residential and non-residential structures are presented.
- Elevation, relocation, dry floodproofing, wet floodproofing, and the use of levees and floodwalls to mitigate flood hazards are discussed.

FEMA P-804. Wind Retrofit Guide for Residential Buildings. December 2010.

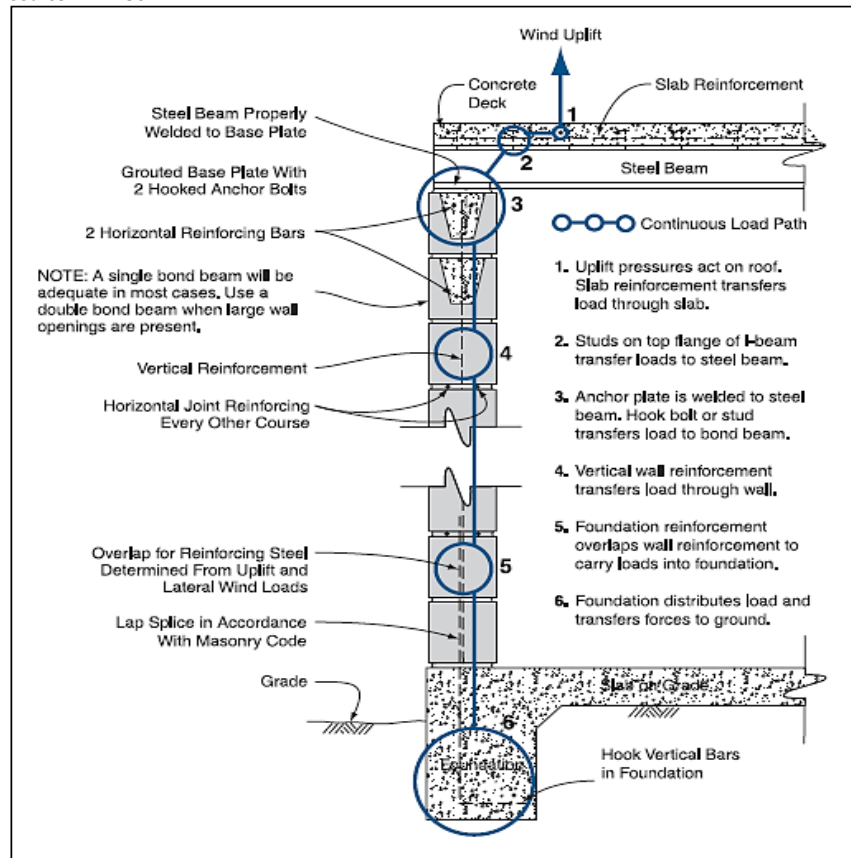
<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4569>

- Guidance on how to improve the wind resistance of existing buildings.

Example of a Continuous Load Path

Figure 1. Continuous Load Path in a reinforced masonry building with a concrete roof deck

Source FEMA 361



Example of Coastal V and A Zone

Figure 2. Coastal Flood Hazard Zones as seen in older paper FIRMs

Source: FEMA P-424

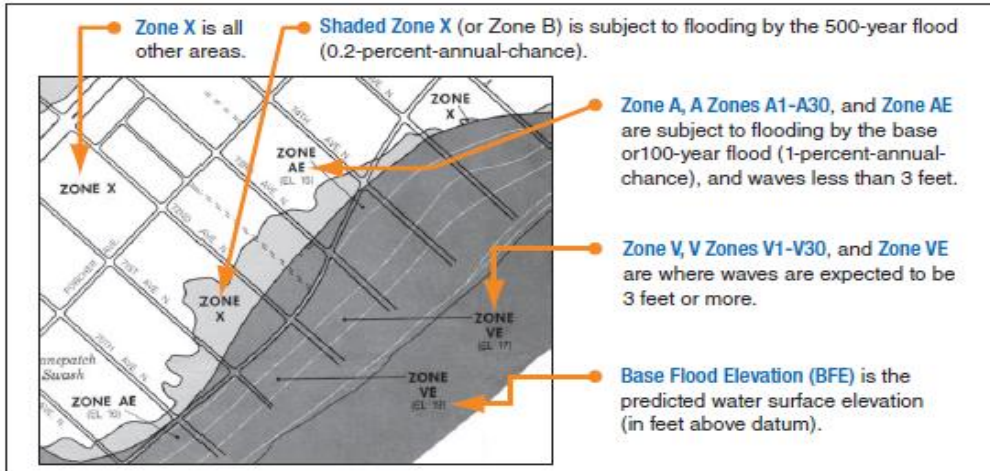
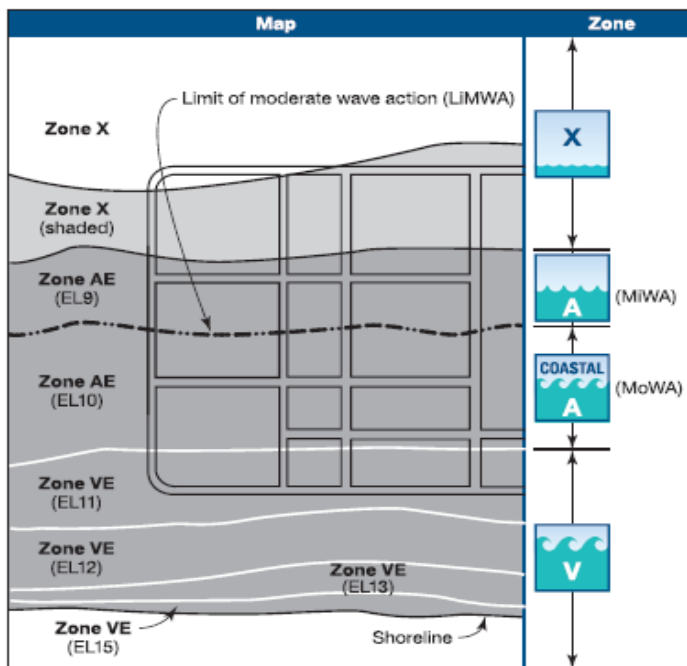


Figure 3. Coastal Flood Hazard Zones as seen on newer FIRMS and DFIRMS

Source: FEMA P-55



Key:

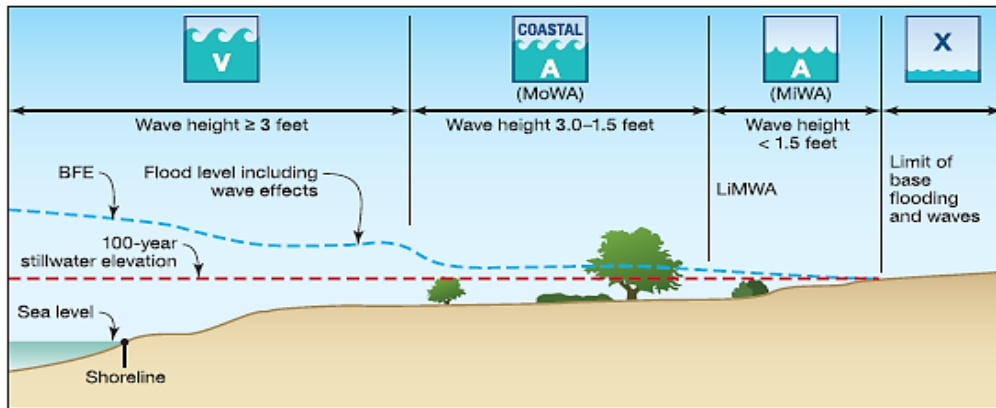
MiWA - Minimal Wave Action

LiMWA - Limit of Moderate Wave Action

MoWA - Moderate Wave Action

Figure 4. Diagram of Zone V and Coastal Zone A

Source: FEMA P-55



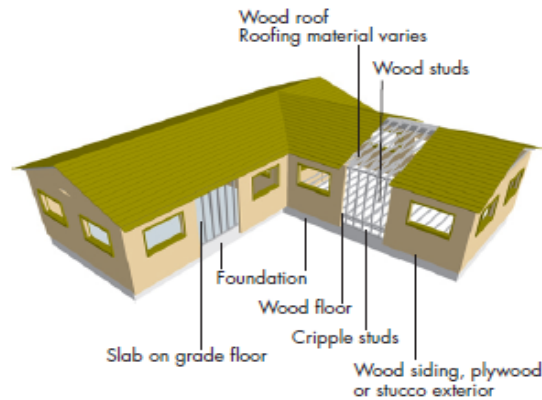
Type of Construction

Note: Although FEMA 454 is a manual for seismic design, the section on building types is also applicable to areas with low seismic hazard.

Examples of Wood Frame Construction

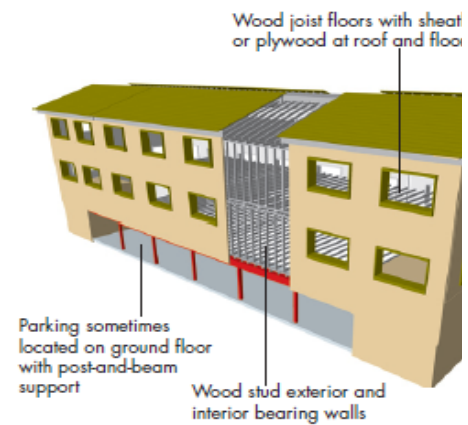
(Source: FEMA 454)

FEMA Building Type W1 WOOD LIGHT FRAME (small residence)



These buildings are generally single-family dwellings of one and two stories. Floor and roof framing consists of wood joists or rafters supported on wood studs spaced no more than 24 inches apart. The first floor may be slab on grade or wood raised above grade with cripple stud walls and post-and-beam supports. Lateral support is provided with shear walls of plywood, stucco, gypsum board, and a variety of other materials. Most often there is no engineering design for lateral forces.

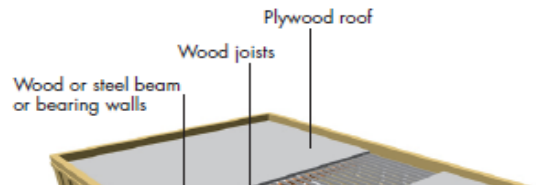
FEMA Building Type W1A WOOD LIGHT FR



Examples of Masonry Construction

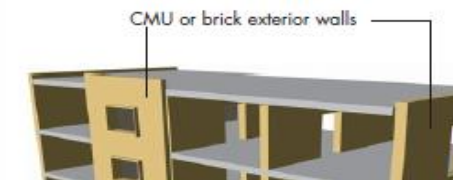
(Source: FEMA 454)

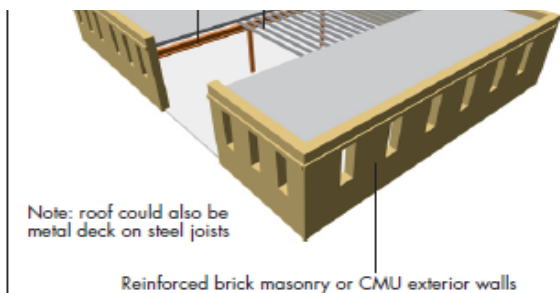
FEMA Building Type RM1 REINFORCED MASONRY WALLS with flexible diaphragms



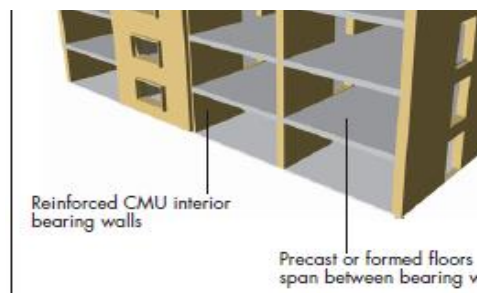
These buildings take a variety of configurations, but they are characterized by reinforced masonry walls (brick cavity wall or CMU) with flexible diaphragms, such as wood or metal deck. The walls are commonly bearing, but the gravity system often also contains post-and-beam construction of wood or steel. Older

FEMA Building Type RM2 REINFORCED MASC





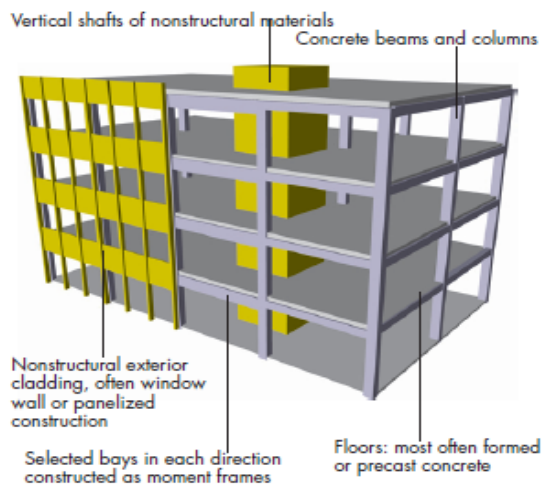
buildings of this type are generally small and were used for a wide variety of occupancies and are configured to suit. Recently, the building type is commonly used for one-story warehouse-type occupancies similar to tilt-up buildings.



Examples of Concrete Construction

(Source: FEMA 454)

FEMA Building Type C1 CONCRETE MOMENT FRAMES

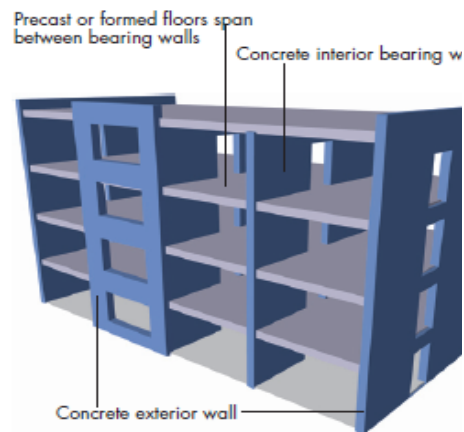


These buildings consist of concrete framing, either a complete system of beams and columns or columns supporting slabs without gravity beams. Lateral forces are resisted by moment frames that develop stiffness through rigid connections of the column and beams placed in a given bay. Moment frames may be developed on all framing lines or only in selected bays. It is significant that no structural walls are required. Floors are cast-in-place or precast concrete. Buildings with concrete moment frames could be used for most occupancies listed for steel moment frames, but are also used for multistory residential buildings.

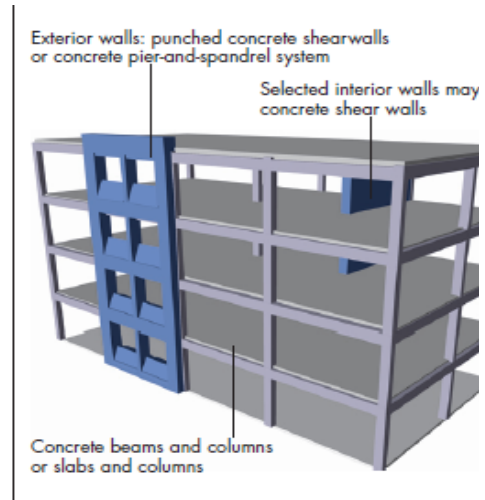
The C1A building type is similar but has floors and roof that act as flexible diaphragms, such as wood or topped metal deck. This is a relatively unusual building type, but might be found as older warehouse-type buildings or small office occupancies.

FEMA Building Type C2 CONCRETE SHEAR WALL

with bearing walls



with gravity frames



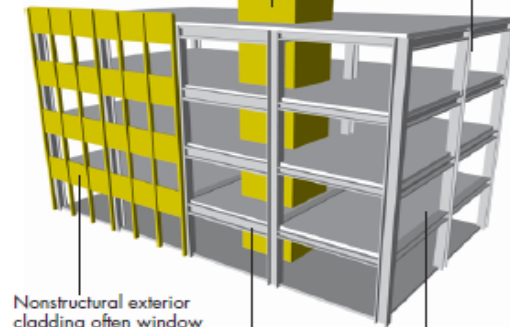
Examples of Steel Construction

(Source: FEMA 454)

FEMA Building Type S1 STEEL MOMENT FRAMES

Vertical shafts of nonstructural materials

Steel beams and columns



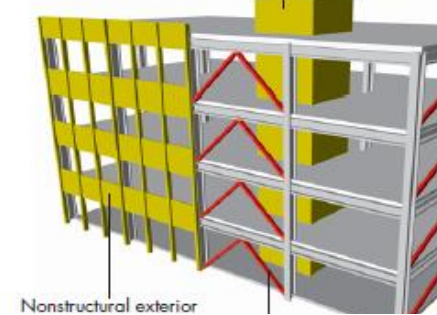
These buildings consist of an essentially complete frame assembly of steel beams and columns. Lateral forces are resisted by moment frames that develop stiffness through rigid connections of the beam and column created by angles, plates and bolts, or by welding. Moment frames may be developed on all framing lines or only in selected bays. It is significant that no structural walls are required. Floors are cast-in-place concrete slabs or metal deck and concrete. This building is used for a wide variety of occupancies such as offices, hospitals, laboratories, and academic and government buildings.

The S1A building type is similar but has floors and roof that act as flexible diaphragms, such as wood or up-topped metal deck. One family of these buildings are older warehouse or industrial buildings, while another more recent use

FEMA Building Type S2 STEEL-BRACED FRAME

Braced frames often placed within shaft walls

Steel beams and



cladding often window wall or panelized construction

Selected bays in each direction constructed as moment frames. See chapter 3.

Floors: most often concrete over metal deck

is for small office or commercial buildings in which the fire rating of concrete floors is not needed.

cladding often window wall or panelized construction

Selected frames in each dir constructed as braced fram See chapter 3.

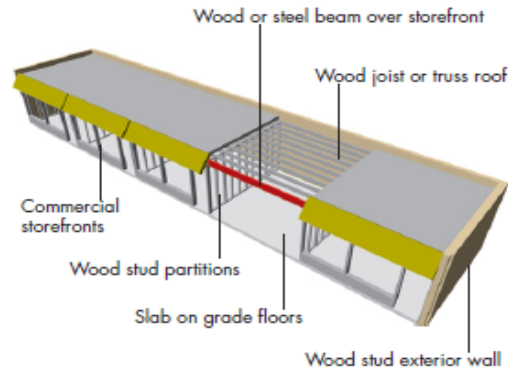
AME (multi-unit residence)

thing
rs



These buildings are framed with the same systems as W1 buildings but are most often multiple-story large residential-type structures, and, unless very old, are engineered. A common seismic deficiency is the tuck-under parking at the ground story that creates a soft or weak story. This building type is also often built on top of a one story concrete parking structure.

FEMA Building Type W2 WOOD FRAME (commercial and industrial)



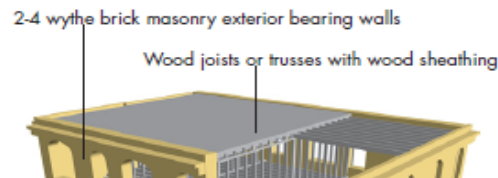
These buildings are commonly commercial or smaller industrial buildings and are constructed primarily of wood framing. The floor and roof framing consists of wood joists and wood or steel trusses, glulam or steel beams, and wood posts or steel columns. Lateral forces are resisted by wood diaphragms and exterior stud walls sheathed with plywood, stucco, or wood sheathing, or sometimes rod bracing or a spot steel-braced frame. Large wall openings are common for storefronts or garage openings. This building type is also often used for schools, churches and clubhouses.

MASONRY WALLS with stiff diaphragms



This building consists of reinforced masonry walls and concrete slab floors that may be either cast-in-place or precast. This building type is often used for hotel and motels and is similar to the concrete bearing-wall type C2.

FEMA Building Type URM UNREINFORCED MASONRY BEARING WALLS



This building consists of unreinforced masonry bearing walls, usually at the perimeter and usually brick masonry. The floors are wood joists and wood sheathing supported on the walls and on interior post-and-beam construction or wood-stud bearing walls. This building type is ubiquitous in the U.S. and was built for a wide variety of



walls

LLS

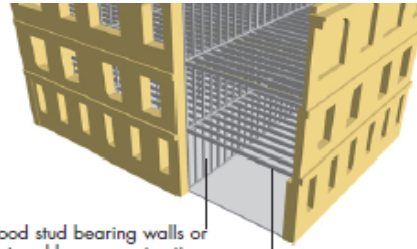
walls



Concrete shear walls are concrete walls in a building design to provide lateral stiffness and strength for lateral loads. There are two main types of shear-wall buildings, those in which the shear walls also carry the gravity loads (with bearing walls), and those in which a column-supported framing system carries the gravity loads (with gravity frame).

In the **bearing wall** type, all walls usually act as both bearing and shear walls. The building type is similar and often used in the same occupancies as type RM2, namely in mid- and low-rise hotels and motels. This building type is also used in residential apartment/condo-type buildings.

In **gravity frame** buildings, shear walls are either strategically placed around the plan, or at the perimeter. Shear-wall systems placed around the entire perimeter must contain the windows, and other perimeter openings are called punched shear walls. These buildings were commonly built in the 1950s and 1960s for a



Wood stud bearing walls or post and beam construction on interior

Wood joists bearing on masonry wall

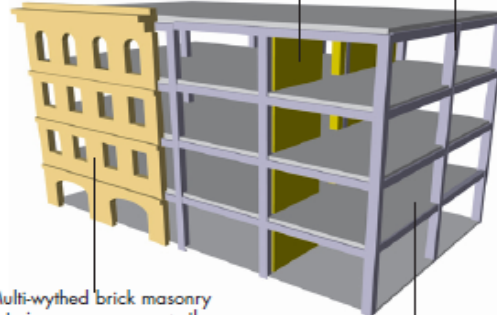
uses, from one-story commercial or industrial occupancies, to multistory warehouses, to mid-rise hotels. Unfortunately, it has consistently performed poorly in earthquakes. The most common failure is an outward collapse of the exterior walls, caused by loss of lateral support due to separation of the walls from the floor/roof diaphragm.

The URMA building is similar, but features all floors and/or roof constructed of materials that form a rigid diaphragm, usually concrete slabs or steel joists with flat-arched unreinforced masonry.

FEMA Building Type C3 CONCRETE FRAMES with infill masonry shear walls

Interior partitions or shaft walls often built with clay tile

Concrete beams and columns or slabs and columns



Multi-wythe brick masonry exterior, one or more wythes built within the column/beam envelope as "infill"

Floors usually formed concrete

These buildings consist of concrete framing, either a complete system of beams and columns or columns supporting slabs without gravity beams. Exterior walls and possibly some interior walls are constructed of unreinforced solid clay brick, concrete block, or hollow clay tile masonry infilling the space between columns and beams. Windows and doors may be present in the infill walls, but to act effectively as shear-resisting elements, the infill masonry must be constructed tightly against the columns and beams. The building type is similar to S5, but is more often used for industrial and warehouse occupancies.

The C3A building type is similar but has floors and roof that act as flexible diaphragms, such as wood, or upturned metal deck. This building type not often found except as one-story industrial buildings.

be



wide variety of most institutional occupancy types.

The C2A building type is similar, but has floors and roof that act as flexible diaphragms such as wood, or uptopped metal deck. C2A buildings are normally bearing-wall buildings. These buildings are similar to building-type RM1 and are used for similar occupancies- such as small office or commercial and sometimes residential.

MES

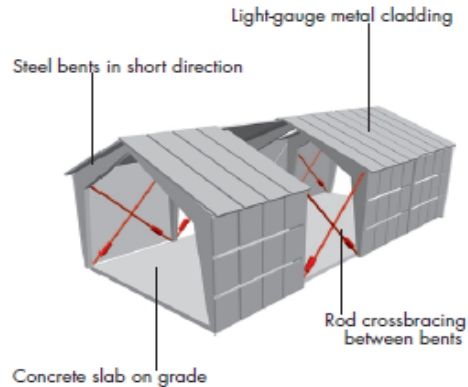
d columns



These buildings consist of a frame assembly of steel columns and beams. Lateral forces are resisted by diagonal steel members placed in selected bays. Floors are cast-in-place concrete slabs or metal deck and concrete. These buildings are typically used for buildings similar to steel-moment frames, although are more often low rise.

The S2A building type is similar but has floors and roof that act as flexible diaphragms such as wood, or uptopped metal deck. This is a relatively uncommon building type and is used mostly for smaller office or commercial buildings in which the fire rating of concrete floor is not needed.

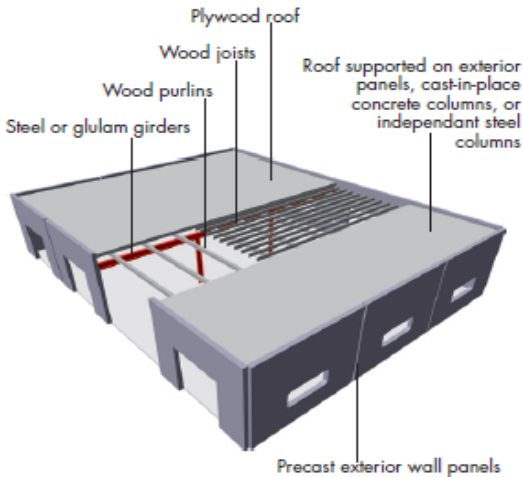
FEMA Building Type S3 STEEL LIGHT FRAMES



These buildings are one story, pre-engineered and partially prefabricated, and normally consist of transverse steel bents and light purlins. The roof and walls consist of lightweight metal, fiberglass, or cementitious panels. Lateral forces are resisted by the transverse steel bents acting as moment frames, and light rod diagonal bracing in the longitudinal direction. The roof diaphragm is either metal deck or diagonal rod bracing. These buildings are mostly used for industrial or agricultural occupancies.

ection
ies.

FEMA Building Type PC1 TILT-UP CONCRETE shear walls



These buildings are constructed with perimeter concrete walls precast on the site and tilted up to form the exterior of the buildings, to support all or a portion of the perimeter roof load, and to provide seismic shear resistance. These buildings are commonly one-story with a wood joist and plywood roof or sometimes with a roof of steel joists and metal deck. Two-story tilt-ups usually have a steel-framed second floor with metal deck and concrete and a wood roof. Tilt-up walls that support roof load are very common on the West Coast; due to economical construction cost, they are used for many occupancies, including warehouses, retail stores, and offices. In other parts of the country, these buildings more often have an independent load-carrying system on the inside face of the walls.

The PC1A building is similar but features all floors and/or roof constructed of materials that form a rigid diaphragm, normally concrete. This building type is similar to PC2.

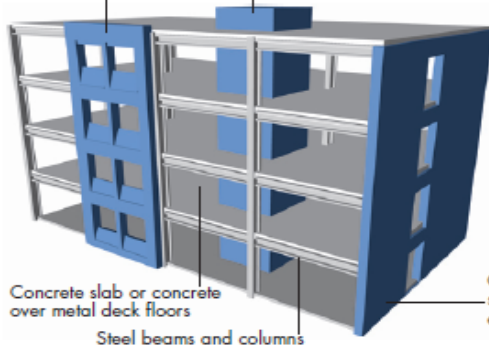
FEMA Building Type PC2 PRECAST CONCRETE shear walls



FEMA Building Type S4 STEEL FRAMES with concrete shearwalls

"Punched" concrete exterior walls are an alternate shear-wall configuration

Vertical shafts often constructed of concrete



Concrete slab or concrete over metal deck floors

Steel beams and columns

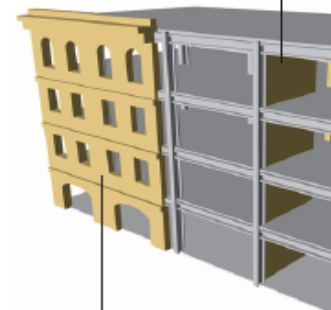
Concrete walls placed in selected interior and exterior bays in each direction

These buildings consist of an essentially complete frame assembly of steel beams and steel columns. The floors are concrete slabs or concrete fill over metal deck. The buildings feature a significant number of concrete walls effectively acting as shear walls, either as vertical transportation cores, isolated in selected bays, or as a perimeter wall system. The steel column-and-beam system may act only to carry gravity loads or may have rigid connections to act as a moment frame. This building type is generally used as an alternate for steel moment or braced frames in similar circumstances. These buildings will usually be mid- or low-rise.

FEMA Building Type S5 STEEL F with infill masonry walls

Interior partitions or shaft walls often built with clay tile

Steel



Multi-wythed brick masonry
exterior with one or more wythes
built within the column/beam
envelope as 'infill'

Floors usua

AST CONCRETE FRAMES with shear walls

Internal concrete
shearwalls or shafts
at selected locations



These buildings consist of concrete columns, girders, beams and/or slabs that are precast off the site and erected to form a complete gravity-load system. Type PC2 has a lateral force-resisting system of concrete shear walls, usually cast-in-place. Many garages have been built with this system. The building type is most common in moderate and low seismic zones and could be used for many different occupancies in those areas.

The PC2A building is similar but obtains lateral support from specially connected precast girders and columns that form moment frames. Until recently, precast moment frames have not been allowed in regions of high seismicity, and these buildings will essentially only be found in moderate or low seismic zones.

FRAMES

beams and columns



This is normally an older building that consists of an essentially complete frame assembly of steel floor beams or trusses and steel columns. The floor consists of masonry flat arches, concrete slabs or metal deck, and concrete fill. Exterior walls and possibly some interior walls, are constructed of unreinforced solid clay brick, concrete block, or hollow-clay tile masonry infilling the space between columns and beams. Windows and doors may be present in the infill walls, but to act effectively as shear-resisting elements, the infill masonry must be constructed tightly against the columns and beams. Although relatively modern buildings in moderate or low seismic regions are built with unreinforced masonry exterior infill walls, the walls are generally not built tight against the beams and columns and therefore do not provide shear resistance. The buildings intended to fall into this category feature exposed clay brick masonry on the exterior and are common in commercial areas of cities with occupancies of retail stores, small offices, and hotels.

The SSA building type is similar but has floors and roof that act as flexible diaphragms, such



ilily formed concrete

and roof that act as texture droptrugms, such as wood or uptopped metal deck. These buildings will almost all date to the 1930s and earlier, and were originally warehouses or industrial buildings.

DEFINITIONS

BFE – Base Flood Elevation. The base flood is the flood with a one percent chance of being equaled or exceeded any given year. This is the regulatory standard also referred to as the "100-year flood." The base flood is the standard used by the NFIP and all Federal agencies for the purposes of requiring the purchase of flood insurance regulating new development. Base Flood Elevations (BFEs) are typically shown on Flood Insurance Rate Maps (FIRMs).

Building Type – Building types considered when evaluating the cost effectiveness of a mitigation project include residential and non-residential building types. Typically, mitigation projects implemented for non-residential buildings yield more benefits when compared to a mitigation project for residential buildings.

Building Properties – The specific building properties that affect the cost effectiveness of a potential mitigation project are determined by the individual building type and mitigation activities.

Building Replacement Value – The building replacement value (BRV) is the cost or cost per square foot to replace the existing building with a functionally equivalent building. This is based on the current cost of labor and materials and not on the current market value of the building. The BRV can be obtained from a local building inspector, a construction contracting firm, or a standard cost reference manual. Higher BRV's typically correspond with higher benefits. Therefore, the loss estimation tool identifies/defines a number of BRV ranges (i.e. \$50-\$75 per square foot, \$76-\$125 per square foot, etc.) and reflects a higher score for higher BRVs.

Construction Type – The types of construction considered when evaluating potential mitigation projects for cost effectiveness include wood, masonry, steel, concrete and manufactured housing. The building type is based on style, and structural components of the building. Typically, mitigation efforts designed to improve/strengthen the building characteristics of more vulnerable types of construction (i.e., Manufactured Home) yield more benefits than similar efforts involving the more durable types of construction (i.e., Steel). Therefore, the loss estimation tool associates the least durable types of construction with a higher score.

Contents Value – The value of the building's contents can significantly affect the potential cost effectiveness of a proposed mitigation project. As such, the loss estimation tool identifies/defines a number of contents' value ranges in relation to the BRV (i.e. \$50% BRV, 100% BRV, etc.) and reflects a higher score for higher values of contents.

Exposure – When evaluating potential mitigation projects for cost effectiveness, only two categories of exposure are considered. These categories include Exposure Type B - *Urban/Dense Suburban* and Exposure Type C - *Open*. Exposure category is based on the topography, vegetation, and constructed facilities encompassing the vicinity of the specific project site. Typically, the most common exposure category that applies most of the time is Exposure Type B - *Urban/Dense Suburban*. Alternatively, Exposure Type C - *Open* includes areas with only scattered obstructions, areas with less than 30ft tall, flat open country, grasslands, hurricane prone shorelines, and areas adjacent to water surfaces in hurricane prone regions. Buildings in Exposure Type B - *Urban/Dense Suburban* often yield marginally less benefits when compared to Exposure Type C - *Open*. As such, the loss estimation tool reflects a higher value for projects in areas that meet the definition of Exposure Type C - *Open*.

FFE -- First Floor Elevation. This is the elevation of the top of the lowest finished floor in a building. It is the base of the lowest horizontal structural member in V Zones and Coastal A Zones.

Flood Insurance Rate Map -- The official map of a community on which FEMA has delineated both the special hazard areas and the risk premium zones applicable to the community. The FIRM is the most common map and most communities have this type of map. At a minimum, flood maps show flood risk zones and their boundaries, and also show floodways and Base Flood Elevations (BFEs).

Project Useful Life – The user will need to determine the estimated amount of time that the proposed mitigation will be effective. Mitigation projects that have a low project useful life (5-10 years) will often yield significantly fewer benefits when compared to a mitigation project that has a high (30-50 years) useful life. This component of the system in the loss estimation tool will reflect a higher value for projects that have a high project useful life.

NFIP -- National Flood Insurance Program. A voluntary program created by Congress in 1968 and administered by FEMA to reduce the loss of life, property damage, and rising disaster relief costs due to flooding.



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LOSS ESTIMATION TOOL - COST EFFECTIVE FLOOD HAZARD

Project Name: _____ Project Number: _____

Organization Name/Dept./Division: _____

Project Rep: _____ Email: _____

Brief Description of Proposed Project: _____

DEFINITION OF PROJECT TYPE ALTERNATIVES

Acquisition	The voluntary acquisition of an existing at-risk structure and, typically, the space through the demolition of the structure. The voluntary physical relocation of a structure from a flood hazard-prone area, such as the Special Flood Hazard Area (SFHA) or a riverine floodway, to a less hazardous area, such as the underlying land.
Elevation	Physically raising an existing structure to the Base Flood Elevation (BFE). Structure elevation may be achieved through a variety of methods, including raising on open foundations, such as piles, piers, posts, or columns; and elevating the structure on a foundation.
Dry Floodproofing, Flood Barrier	Dry floodproofing techniques are applied to keep structures dry by sealing openings. Floodproofing is typically used in areas subject to short-duration, low-level flooding. Floodproofing is not used in areas subject to high water levels from coastal or earthen levees and concrete or masonry floodwalls.
Drainage Improvement, Stormwater Management	Projects to lessen the frequency or severity of flooding and decrease predicted flood damage through modification of culverts and stormwater management activities such as construction of detention basins. Projects must not duplicate the flood prevention activities of other Federal agencies or the local government's flood control system.
Mitigation Reconstruction	The construction of an improved, elevated building on the same site where the existing building was partially or completely demolished or destroyed. Mitigation reconstruction is not allowed in a regulatory floodway or coastal high hazard area (Zone V). Activities that result in a structure being elevated above the BFE will only be considered when consistent with the Mitigation Record of Decision.

PROJECT AND BUILDING INFORMATION

Total Project Cost ¹ (\$)	\$ -
Building Replacement Value (BRV) ² (\$)	\$ -
Contents Value (\$)	\$ -
Building Construction Date (or Year)	
Building Area (Gross SF)	0 SF

¹ The project cost should reflect all the work components associated with the proposed mitigation project. (See user guide for more information.)

² Building Replacement Value is the cost to replace the building with a functionally equivalent building, based on the current market value of the building that protect buildings.

MITIGATION EFFECTIVENESS FACTORS

Project Useful Life	☒ 1-15 Years	☐ 16-25 Years	☐ 26-40 Years	☐ 41-60 Years
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Project Type	☒ Dry Floodproofing	☐ Flood Barrier	☐ Drainage Imp./SWM	☐ Mitigation Reconstruction
Flood Event that Caused Damage to Proposed Facility	☐ <2-yr event	☐ 2 to 5-yr event	☐ 6 to 10-yr event	☐ 11 to 25-yr event
Damaging Flood Event after Post-Mitigation Protection	☒ <10-yr event	☐ 10 to 25-yr event	☐ 26 to 50-yr event	☐ 51 to 75-yr event
COST BENEFIT FACTORS				
Building Replacement Value (BRV)	☒ < \$75 per square foot	☐ \$76-115 per square foot	☐ \$116-150 per square foot	☐ \$151-185 per square foot
Contents Value	☐ <50% BRV	☐ 50-100% BRV	☐ 101-150% BRV	☐ 151-250% BRV
Project Cost	☐ <5% BRV	☐ 5-15% BRV	☐ 16-25% BRV	☐ 26-50% BRV
BUILDING VULNERABILITY FACTORS				
Building Type	☐ Residential	☐ Commercial	☐ Industrial	☐ Public Service Building
First Floor Elevation (FFE), Flood Level Equivalent	☐ <10-yr	☐ 10 to 49-yr event	☐ 50 to 99-yr event	☐ 100 to 499-yr event
Number of Prior Damaging Events	☐ 1-2 events	☐ 3 events	☐ 4 events	☐ 5 events
<i>For stormwater management projects or for projects with more than one building...</i>				
Properties in 100-yr Floodway	☐ 1 Building	☐ 2-5 Buildings	☐ 6-10 Buildings	☐ 11-30 Buildings
Properties in Coastal Zones V and A	☐ 1 Building	☐ 2-5 Buildings	☐ 6-10 Buildings	☐ 11-30 Buildings
Properties with 3 or more damage events	☐ 1 Building	☐ 2-5 Buildings	☐ 6-10 Buildings	☐ 11-30 Buildings
ADDITIONAL BENEFITS				
PHYSICAL DAMAGES AVOIDED				

Number of Buildings	☐ 1 Building	☐ 2-5 Buildings	☐ 6-10 Buildings	☐ 11-30 Buildings
Non-Building Infrastructure	☐ Minor Impacts	☐ Moderate Impacts	☐ Major Impacts	☐ Extensive Impacts

Physical Damage Factors

LOSS OF SERVICES AVOIDED

Number of Public Services	☐ 1 Service	☐ 2 Services	☐ 3 Services	☐ >3 Services
Roads Impacted	☐ Approx. 1-2 days closure	☐ Between 1-2 weeks closure	☐ Between 2-4 weeks closure	☐ >4 weeks closure
Utilities Impacted	☐ 1 day of interruption	☐ 2-7 days interruption	☐ 1-2 weeks interruption	☐ >2 weeks interruption
Critical Services	☐ Emergency Medical Center, Hospital with surgery or emergency services, Police or Fire			

Loss of Service Factors

ENVIRONMENTAL BENEFITS AND AVOIDED EMERGENCY RESPONSE COSTS

Environmental and Cultural Benefits	☐ Connection to Greenway	☐ Other Minor Benefit	☐ Moderate Benefit	☐ Major Benefit
Indirect Protection of Nearby Hazardous Material Sites with...	☐ Small quantity, good handling	☐ More material, good handling	☐ More material, poor handling	☐ Historical contamination
Emergency Response Costs	☐ Minor Impacts	☐ Moderate Impacts	☐ Major Impacts	☐ Extensive Impacts

Environmental and Emergency Response Factors

COST EFFECTIVENESS SCORE

COMMENTS

VENESS ANALYSIS

Phone No.:

ATIVES

underlying land, and conversion of the land to open
cation of an existing structure to an area outside of a
regulatory erosion zone and, typically, the acquisition of

or higher if required by FEMA or local ordinance.
ng elevating on continuous foundation walls; elevating
g on fill.

the structure to keep floodwaters out. Dry
flooding. A flood barrier is a man-made barrier
ming into contact with the asset. Examples include

icted flood damages, such as the installation or
eating retention and detention basins. These projects
s and may not constitute a section of a larger flood

e an existing building and/or foundation has been
is only permitted for structures outside of the
result in the construction of new living space at or above
struction requirements.

ION

Note: -

Note: -

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for more information.)
it cost of labor and materials. This factor only applies to projects

ORS

☐ 61-99 Years	☐ 100 Years	0

☐ Elevation	☐ Acquisition	1
☐ 26 to 50-yr event	☒ >50-yr event	0
☐ 76 to 100-yr event	☐ >100-yr event	0
☐ > \$185 per square foot	☐ Not Applicable	1
☐ > 250% BRV	☒ Not Applicable	1
☐ > 50% BRV	☒ Not Applicable	0
RS		
☐ Historic Building	☒ Unknown	0
☒ >500-yr	☐ Not Applicable	0
☐ >5 events	☒ Not Applicable	0
☐ >30 Buildings	☒ Not Applicable	0
☐ >30 Buildings	☒ Not Applicable	0
☐ >30 Buildings	☒ Not Applicable	0

☐ >30 Buildings	☒ Not Applicable	0
☒ Not Applicable		0
0		
☒ Not Applicable		0
☒ Not Applicable		0
☒ Not Applicable		0
☒ Not Applicable		0
0		
☐ Registered historic building	☒ Not Applicable	0
☐ Active remediation	☒ Not Applicable	0
☒ Not Applicable		0
0		
3		

LOSS ESTIMATION TOOL - COST EFFECTIVE WIND HAZARD

Project Name:	Project Number:
Organization Name/Dept./Division:	
Project Rep:	Email:
Brief Description of Proposed Project:	

DEFINITION OF PROJECT TYPE ALTERNATIVES

Shutters	This mitigation option consists of hardening the building envelope by protecting other systems that meet the debris impact and wind pressure design requirements.
Load Path	This mitigation option consists of upgrading/improving the actual structural path from the roof to the foundation more effectively. This option is most commonly used for existing buildings. This option is applicable to buildings with masonry or concrete walls.
Roof	This mitigation option consists of securing the building envelope and increasing the strength of the roof deck and/or coverings. For wood framed roofs, this includes upgrading/improving the roof deck and/or coverings, typically by using larger nailers and/or degraded deck panels. For all roof mitigation projects, increasing the size of the supporting members should be based on the appropriate building code requirements. Additionally, all roof coverings (shingles, metal deck, wood panels, etc.) should be replaced. This option is applicable to manufactured homes.
Acquisition	This mitigation option consists of acquiring and demolishing a structure in place.
Code Plus	This mitigation option is considered for new construction only and consists of exceeding the local building codes (i.e. to a maximum wind speed of 140 mph instead of 120 mph). This option is applicable to buildings.

PROJECT AND BUILDING INFORMATION

Total Project Cost ¹ (\$)	\$ -
Building Replacement Value (BRV) ² (\$)	\$ -
Contents Value (\$)	\$ -
Building Construction Date (or Year)	
Building Area (Gross SF)	0 SF

¹ The project cost should reflect all the work components associated with the proposed mitigation project (see user guide for details).

² Building Replacement Value is the cost to replace the building with a functionally equivalent building, based on the current market value of the building that protect buildings.

MITIGATION EFFECTIVENESS FACTORS

Project Useful Life	☒ 1-15 Years	☐ 16-25 Years	☐ 26-40 Years	☐ 41-50 Years

Type of Construction (primary material)	☒ Steel	☐ Concrete	☐ Masonry	☐ Wood
Project Type	☒ Shutter	☐ Load Path	☐ Roof	☐ Shutter-Load Path
	☐ Roof-Load Path	☐ Shutter-Roof-Load Path	☐ Code Plus	
Project Effectiveness	☒ Building constructed before Sept 1994	☐ Roof deck and covering	☐ Soffit/vent	☐ Roof overhangs
		☐ Window assembly	☐ Gable end-wall strengthening	☐ Component attachment
	☐ Building constructed during or after Sept 1994	☐ Roof deck and covering	☐ Soffit/vent	☐ Roof overhang
		☐ Window assembly	☐ Gable end-wall strengthening	☐ Structure/porch attachment
COST BENEFIT FACTORS				
Building Replacement Value (BRV)	☒ < \$75 per square foot	☐ \$76-115 per square foot	☐ \$116-150 per square foot	☐ \$151-185 per square foot
Contents Value	☐ <50% BRV	☐ 50-100% BRV	☐ 101-150% BRV	☐ 151-250% BRV
Project Cost	☐ <5% BRV	☐ 5-15% BRV	☐ 16-25% BRV	☐ 26-50% BRV
BUILDING VULNERABILITY FACTOR				
* Its important to note that most of the building vulnerability factors listed below only apply to specific mitigation projects and are inclusive or exclusive of others. Only the building properties applicable to the individual mitigation type will be utilized. How mitigation efforts should be selected.				
Exposure**	☒ Type B - Urban/Dense Suburban			☐ Type C - Open
Building Type	☒ Residential w/o Garage	☐ Residential with Garage	☐ Commercial	☐ Industrial
**Exposure type C should only be selected for projects located in areas along the shoreline, adjacent to water surfaces, in obstructions less than 30 feet tall.				
ROOF VULNERABILITY				
Roof Shape	☒ Flat		☐ Hip	

Roof Cover Type	☒ Built Up Roof	☐ Asphalt Shingles	☐ Single Ply Membrane	☐ Metal
Roof Cover Quality	☐ New	☐ Good	☐ Moderate	☐ Poor
Roof Deck Age	☒ New (5 years or less)		☐ Moderate (6-19 years)	
Roof Deck Attachment Nail Size and Spacing	☐ 8d at 6"/6"	☐ 6d/8d mix at 6"/6"	☐ 8d at 6"/12"	☐ 6d at 6"/12"
Metal Roof Deck Attachment	☐ Superior		☐ Standard	
Secondary Water Resistance Barrier	☒ Yes		☐ No	

Roof Mitigation Factors

LOAD PATH VULNERABILITY

Roof-Wall Connection	☒ Strap	☐ Toenail
Masonry Reinforcing (Masonry Walls)	☐ Yes	☐ No
Tie Downs (Manufactured Homes)	☐ Yes	☐ No

Load Path Mitigation Factors

WINDOW VULNERABILITY

Shutters	☒ All openings reinforced	☐ Some openings reinforced		
Window Area (% openings in building)	☒ Low (<20%)	☐ Medium (20-40%)		
Type of Wind Debris	☐ No Missiles	☐ Residential	☐ Residential/ Commercial mix	☐ Varies by Direction

Shutter Mitigation Factors

ADDITIONAL BENEFITS

PHYSICAL DAMAGES AVOIDED

Number of Buildings	☒ 1 Building	☐ 2-5 Buildings	☐ 6-10 Buildings	☐ 11-30 Buildings
Non-Building Infrastructure	☐ Minor Impacts	☐ Moderate Impacts	☐ Major Impacts	☐ Extensive Impacts

Physical Damage Factors

LOSS OF SERVICES AVOIDED

Number of Public Services	☐ 1 Service	☐ 2 Services	☐ 3 Services	☐ >3 Services
Roads Impacted	☐ Approx. 1-2 days closure	☐ Between 1-2 weeks closure	☐ Between 2-4 weeks closure	☐ >4 weeks closure
Utilities Impacted	☐ 1 day of interruption	☐ 2-7 days interruption	☐ 1-2 weeks interruption	☐ >2 weeks interruption
Critical Services	☐ Emergency Medical Center, Hospital with surgery or emergency services, Police or Fire			

Loss of Service Factors

ENVIRONMENTAL BENEFITS AND AVOIDED EMERGENCY RESPONSE COSTS

Environmental and Cultural Benefits	☐ Registered historic building		☒ Not Applicable	
Indirect Protection of Nearby Hazardous Material Sites with...	☐ Small quantity, good handling	☐ More material, good handling	☐ More material, poor handling	☐ Historical contamination
Emergency Response Costs	☐ Minor Impacts	☐ Moderate Impacts	☐ Major Impacts	☐ Extensive Impacts

Environmental and Emergency Response Factors

COST EFFECTIVENESS SCORE	
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COMMENTS	
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WEENESS ANALYSIS

Phone No.:

ATIVES

ecting all window, and door openings with shutters, or
irements of the adopted building codes.

.l system of a building allowing it to transfer loads from
implemented by strengthening the roof-to-wall and wall-
nry and wood frame construction.

ising the structural integrity during a wind event by
ifs this upgrade includes strengthening the connection
ails at a closer spacing, and the replacement of any
and amount of fasteners that connect the deck to the
idance for the design wind speed at the project site.
ould be rated to resist the maximum design wind
s.

order to avoid future hurricane wind damages.

s of designing a new building to a level that exceeds
d 110 mph required by a local building code) in order
gs with concrete, masonry, or steel construction.

ION

Note: -

Note: -

Note: -

or more information).
it cost of labor and materials. This factor only applies to projects

ORS

☐ 51-100 Years	☐ > 100 Years	0
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☐ Manufactured Home	☐ Unknown	0
☐	☐ Shutter-Roof	1
	☐ Acquisition	
☐ Shutters or laminated glaze	☐ Door replacement	0
☐ Continuous load path	☐ Other protection measures	
☐ Shutters or laminated glaze	☐ Door replacement	0
☐ Continuous load path	☐ Other protection measures	
☐ > \$185 per square foot	☐ Not Applicable	1
☐ > 250% BRV	☒ Not Applicable	0
☐ > 50% BRV	☒ Not Applicable	0
S*		
d certain building types. Additionally, some building properties are ever, only building properties that will be addressed by proposed		
		0
☐ Public Service Building	☐ Historic Building	1
flat open country, grassland areas or areas that have only scattered		
☐ Gable		0

☐ Unknown		0
☒ Unknown		0
☐ Old (20 years or more)		0
☐ Unknown	☒ Not Applicable	0
☐ Unknown	☒ Not Applicable	0
☐ Unknown	☐ Not applicable	0
0		
☐ Unknown		0
☐ Unknown	☒ Not Applicable	0
☐ Unknown	☒ Not Applicable	0
0		
☐ No openings reinforced		0
☐ High (>40%)		2
☒ Unknown		0
2		

☐ >30 Buildings	☐ Not Applicable	0
☒ Not Applicable		0
0		
☒ Not Applicable		0
☒ Not Applicable		0
☒ Not Applicable		0
☒ Not Applicable		0
0		
		0
☐ Active remediation	☒ Not Applicable	0
☒ Not Applicable		0
0		
5		

Appendix L: Grant Funding Sources

The following is a list of the primary funding sources for mitigation projects:

Federal

- **FEMA HMGP** – Key purpose is to provide an opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters during the post-disaster reconstruction process. The State of Florida has additional parameters on how HMGP funds are made available in the state post-disaster. (See **Table 6.1** for a list of eligible project types for HMGP and the other 4 FEMA mitigation grant programs).
- **FEMA PDM** – Key purpose is to provide a sustained pre-disaster natural hazard mitigation program to reduce the risk to population and structures from future hazard events. The program is funded out of non-disaster programs with the intent to reduce reliance on Federal funding from future disasters. The PDM annual budget is subject to periodic fluctuations based on Congressional priorities.
- **FEMA FMA**– Key purpose is to reduce or eliminate claims under the NFIP by making available funds for flood mitigation projects for structures covered by flood insurance policies.
- **FEMA RFC** – Key purpose is to make grant funds available to reduce flood damages to individual properties for which one or more flood insurance claim payments for losses have been made and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period.
- **FEMA SRL** – Key purpose is to make grant funds available to reduce flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and will result in the greatest savings to the NFIF in the shortest period.
- **FEMA Public Assistance (PA) 406 Mitigation Grant Program** (this potential funding source is also detailed in the Broward County Recovery Framework (former CRP) – Is available for counties included in a FEMA presidential disaster declaration if they are otherwise eligible for the PA program, a valid and eligible PA project is included in the Project Worksheet in a timely manner, and the FEMA PA group administering the disaster is in agreement. Project types range from floodproofing, to wind protection to road elevation to drainage upgrades/improvements.
- **Department of Housing and Urban Development (HUD) Community Development Block Grant program (CDBG) Disaster Recovery Program** – This program is made available on a case-by-case basis by the U.S. Congress and is usually authorized after larger disaster events that already received a presidential disaster declaration. Project types are generally for residential properties (acquisition, elevation) but can also be available for small businesses including rental properties (elevation). Code enforcement support is also potentially eligible.
- **US Army Corps of Engineers Mitigation** - The USACE's Flood Control (Structural & Non-Structural), Section 205 of the 1948 Flood Control Act, as amended, authorizes the U.S. Army Corps of Engineers to develop and construct small flood control projects. Each project is limited to a Federal cost of \$7,000,000.00 and must be economically justified, environmentally sound, and technically feasible. The USACE's Emergency Streambank and Shore Protection program, Section 14 of the 1946 Flood Control Act, as amended, authorizes the USACE to develop and construct streambank and shoreline protection projects. The goal of the program is to protect endangered highways, bridge approaches,

public works facilities, churches, public and private nonprofit public facilities. Each project is limited to a Federal cost of \$1,500,000.00 and must be economically justified, environmentally sound, and technically feasible. Section 103 of the 1962 River and Harbor Act authorizes the USACE to develop small projects for the purpose of shore protection and beach restoration. Each project is limited to a Federal cost of \$3,000,000, and must be economically justified, environmentally sound, and engineering feasible. Eligible applicants include local municipalities and public agencies.

- **Department of Homeland Security (DHS), State Homeland Security Program (SHSP)** – Eligible activities include planning, training, exercise, and organization including mitigation and recovery activities from acts of terrorism and catastrophic events.
- **Coastal Management Program Grants** – Includes the Coastal Resource Improvement Program which funds on small-scale construction or land acquisition projects that enhance public access to the coast, facilitate redevelopment of urban waterfronts, or preserve and restore coastal resources.
- **Department of Education Emergency Management for Higher Education (EMHE)** - A grant program for institutions of higher education to evaluate their risk and prepare for risks from natural and manmade hazards. In 2008-2009, Broward College received an EMHE grant. Eligible project activities include plans, vulnerability assessments, support building, organization, and training.
- **EPA grants for stormwater including Green Infrastructure, Clean Water grants, and Impaired Streams** (usually must include water quality element) – see http://water.epa.gov/grants_funding)

State

- **Resilient Florida Grant Program**
- **EMPA Competitive Grant Program**
- **Emergency Management Performance Grant**
- **County Base Grant Program**
- **The Florida Coastal Management Program**
- **Florida Coastal Partnership Initiative**
<http://www.dep.state.fl.us/cmp/grants/index.htm>
- **Hurricane Loss Program (formerly Residential Construction Mitigation Program)**

Threat		Probability Score	Probability Weighted	Impact Score
Active Shooter	Broward County	2	0.6	3
Coastal Erosion	Broward County	3	0.9	1
Cyber Threats	Broward County	2	0.6	2
Drought	Broward County	2	0.6	1
Extreme Heat	Broward County	2	0.6	2
Flood	Broward County	3	0.9	2
Hazardous Material Incident	Broward County	2	0.6	3
Mass Migration	Broward County	3	0.9	3
Pandemic Infectious Disease	Broward County	3	0.9	3
Sea Level Rise/Climate Change	Broward County	3	0.9	2
Severe Storm	Broward County	2	0.6	2
Terrorism	Broward County	2	0.6	3
Tornado	Broward County	2	0.6	2
Tropical Cyclone (Hurricane)	Broward County	3	0.9	2
Wildfire	Broward County	3	0.9	2
Active Shooter	BSO	3	0.9	4
Coastal Erosion	BSO	2	0.6	2
Cyber Threats	BSO	4	1.2	4
Drought	BSO	3	0.9	2
Extreme Heat	BSO	3	0.9	2
Flood	BSO	3	0.9	3
Hazardous Material Incident	BSO	4	1.2	3
Mass Migration	BSO	3	0.9	3
Pandemic Infectious Disease	BSO	2	0.6	4
Sea Level Rise/Climate Change	BSO	3	0.9	2
Severe Storm	BSO	3	0.9	3
Terrorism	BSO	3	0.9	3
Tornado	BSO	3	0.9	2
Tropical Cyclone (Hurricane)	BSO	4	1.2	4
Wildfire	BSO	3	0.9	2
Active Shooter	Cooper City	1	0.3	3
Coastal Erosion	Cooper City	1	0.3	1
Cyber Threats	Cooper City	2	0.6	3
Drought	Cooper City	2	0.6	2
Extreme Heat	Cooper City	3	0.9	2
Flood	Cooper City	2	0.6	2
Hazardous Material Incident	Cooper City	2	0.6	2
Mass Migration	Cooper City	1	0.3	1
Pandemic Infectious Disease	Cooper City	2	0.6	2
Sea Level Rise/Climate Change	Cooper City	1	0.3	1
Severe Storm	Cooper City	3	0.9	2

Terrorism	Cooper City	1	0.3	3
Tornado	Cooper City	2	0.6	3
Tropical Cyclone (Hurricane)	Cooper City	3	0.9	3
Wildfire	Cooper City	1	0.3	2
Active Shooter	Coral Springs	2	0.6	3
Coastal Erosion	Coral Springs	1	0.3	1
Cyber Threats	Coral Springs	2	0.6	2
Drought	Coral Springs	2	0.6	2
Extreme Heat	Coral Springs	3	0.9	1
Flood	Coral Springs	2	0.6	1
Hazardous Material Incident	Coral Springs	2	0.6	2
Mass Migration	Coral Springs	1	1	1
Pandemic Infectious Disease	Coral Springs	2	0.6	2
Sea Level Rise/Climate Change	Coral Springs	2	0.6	1
Severe Storm	Coral Springs	4	1.2	2
Terrorism	Coral Springs	1	0.3	2
Tornado	Coral Springs	2	0.6	3
Tropical Cyclone (Hurricane)	Coral Springs	3	0.9	2
Wildfire	Coral Springs	1	1	1
Active Shooter	CS Improvement District	2	0.6	4
Coastal Erosion	CS Improvement District	1	0.3	1
Cyber Threats	CS Improvement District	4	1.2	4
Drought	CS Improvement District	2	0.6	4
Extreme Heat	CS Improvement District	4	1.2	
Flood	CS Improvement District	3	0.9	4
Hazardous Material Incident	CS Improvement District	2	0.6	3
Mass Migration	CS Improvement District	2	0.6	3
Pandemic Infectious Disease	CS Improvement District	3	0.9	4
Sea Level Rise/Climate Change	CS Improvement District	3	0.9	4
Severe Storm	CS Improvement District	3	0.9	4
Terrorism	CS Improvement District	3	0.9	4
Tornado	CS Improvement District	2	0.6	4
Tropical Cyclone (Hurricane)	CS Improvement District	4	1.2	4
Wildfire	CS Improvement District	2	0.6	3
Active Shooter	Deerfield Beach	3	0.9	3
Coastal Erosion	Deerfield Beach	3	0.9	3
Cyber Threats	Deerfield Beach	3	0.9	3
Drought	Deerfield Beach	2	0.6	2
Extreme Heat	Deerfield Beach	2	0.6	2
Flood	Deerfield Beach	2	0.6	2
Hazardous Material Incident	Deerfield Beach	2	0.6	2
Mass Migration	Deerfield Beach	2	0.6	2
Pandemic Infectious Disease	Deerfield Beach	2	0.6	2
Sea Level Rise/Climate Change	Deerfield Beach	2	0.6	2

Severe Storm	Deerfield Beach	3	0.9	3
Terrorism	Deerfield Beach	3	0.9	3
Tornado	Deerfield Beach	3	0.9	3
Tropical Cyclone (Hurricane)	Deerfield Beach	3	0.9	3
Wildfire	Deerfield Beach	2	0.6	2
Active Shooter	Hallandale Beach	1	0.3	1
Coastal Erosion	Hallandale Beach	3	0.9	3
Cyber Threats	Hallandale Beach	1	0.3	1
Drought	Hallandale Beach	1	0.3	1
Extreme Heat	Hallandale Beach	3	0.9	3
Flood	Hallandale Beach	4	1.2	4
Hazardous Material Incident	Hallandale Beach	1	0.3	1
Mass Migration	Hallandale Beach	2	0.6	2
Pandemic Infectious Disease	Hallandale Beach	3	0.9	3
Sea Level Rise/Climate Change	Hallandale Beach	3	0.9	3
Severe Storm	Hallandale Beach	3	0.9	3
Terrorism	Hallandale Beach	1	0.3	1
Tornado	Hallandale Beach		0	1
Tropical Cyclone (Hurricane)	Hallandale Beach	4	1.2	4
Wildfire	Hallandale Beach	1	0.3	1
Active Shooter	Hollywood	4	1.2	2
Coastal Erosion	Hollywood	4	1.2	4
Cyber Threats	Hollywood	3	0.9	4
Drought	Hollywood	3	0.9	4
Extreme Heat	Hollywood	4	1.2	4
Flood	Hollywood	4	1.2	4
Hazardous Material Incident	Hollywood	3	0.9	3
Mass Migration	Hollywood	2	0.6	2
Pandemic Infectious Disease	Hollywood	4	1.2	3
Sea Level Rise/Climate Change	Hollywood	4	1.2	2
Severe Storm	Hollywood	4	1.2	4
Terrorism	Hollywood	4	1.2	4
Tornado	Hollywood	3	0.9	2
Tropical Cyclone (Hurricane)	Hollywood	4	1.2	4
Wildfire	Hollywood	1	0.3	1
Active Shooter	Lauderhill	4	1.2	3
Coastal Erosion	Lauderhill	1	0.3	1
Cyber Threats	Lauderhill	2	0.6	1
Drought	Lauderhill	1	0.3	1
Extreme Heat	Lauderhill	3	0.9	1
Flood	Lauderhill	4	1.2	2
Hazardous Material Incident	Lauderhill	4	1.2	2
Mass Migration	Lauderhill	1	0.3	1
Pandemic Infectious Disease	Lauderhill	4	1.2	2

Sea Level Rise/Climate Change	Lauderhill	1	0.3	1
Severe Storm	Lauderhill	4	1.2	2
Terrorism	Lauderhill	2	0.6	3
Tornado	Lauderhill	4	1.2	2
Tropical Cyclone (Hurricane)	Lauderhill	4	1.2	3
Wildfire	Lauderhill	1	0.3	1
Active Shooter	Parkland	3	0.9	2
Active Shooter	Parkland	3	0.9	2
Coastal Erosion	Parkland	1	0.3	1
Cyber Threats	Parkland	1	0.3	1
Drought	Parkland	2	0.6	1
Extreme Heat	Parkland	2	0.6	1
Flood	Parkland	4	1.2	2
Hazardous Material Incident	Parkland	1	0.3	1
Mass Migration	Parkland	1	0.3	1
Pandemic Infectious Disease	Parkland	3	0.9	2
Sea Level Rise/Climate Change	Parkland	4	1.2	2
Severe Storm	Parkland	4	1.2	2
Terrorism	Parkland	1	0.3	1
Tornado	Parkland	4	1.2	2
Tropical Cyclone (Hurricane)	Parkland	4	1.2	3
Wildfire	Parkland	1	0.3	1
Active Shooter	Pembroke Pines	2	0.6	4
Coastal Erosion	Pembroke Pines	1	0.3	1
Cyber Threats	Pembroke Pines	3	0.9	3
Drought	Pembroke Pines	1	0.3	1
Extreme Heat	Pembroke Pines	3	0.9	2
Flood	Pembroke Pines	3	0.9	1
Hazardous Material Incident	Pembroke Pines	2	0.6	4
Mass Migration	Pembroke Pines	1	0.3	1
Pandemic Infectious Disease	Pembroke Pines	2	0.6	4
Sea Level Rise/Climate Change	Pembroke Pines	1	0.3	1
Severe Storm	Pembroke Pines	3	0.9	1
Terrorism	Pembroke Pines	2	0.6	2
Tornado	Pembroke Pines	2	0.6	3
Tropical Cyclone (Hurricane)	Pembroke Pines	3	0.9	3
Wildfire	Pembroke Pines	2	0.6	1
Active Shooter	Plantation	2	0.6	2
Coastal Erosion	Plantation	1	0.3	1
Cyber Threats	Plantation	2	0.6	2
Drought	Plantation	3	0.9	2
Extreme Heat	Plantation	3	0.9	1
Flood	Plantation	2	0.6	2
Hazardous Material Incident	Plantation	2	0.6	2

Mass Migration	Plantation	2	0.6	2
Pandemic Infectious Disease	Plantation	3	0.9	3
Sea Level Rise/Climate Change	Plantation	2	0.6	1
Severe Storm	Plantation	3	0.9	2
Terrorism	Plantation	2	0.6	3
Tornado	Plantation	3	0.9	2
Tropical Cyclone (Hurricane)	Plantation	3	0.9	3
Wildfire	Plantation	2	0.6	2
Active Shooter	South Brwd. Drainage		0	
Coastal Erosion	South Brwd. Drainage	3	0.9	3
Cyber Threats	South Brwd. Drainage		0	
Drought	South Brwd. Drainage	2	0.6	1
Extreme Heat	South Brwd. Drainage		0	2
Flood	South Brwd. Drainage	3	0.9	3
Hazardous Material Incident	South Brwd. Drainage	2	0.6	2
Mass Migration	South Brwd. Drainage		0	
Pandemic Infectious Disease	South Brwd. Drainage		0	
Sea Level Rise/Climate Change	South Brwd. Drainage	4	1.2	2
Severe Storm	South Brwd. Drainage	3	0.9	3
Terrorism	South Brwd. Drainage		0	
Tornado	South Brwd. Drainage	1	0.3	3
Tropical Cyclone (Hurricane)	South Brwd. Drainage	2	0.6	4
Wildfire	South Brwd. Drainage		0	
Active Shooter	Sunrise	3	0.9	3
Coastal Erosion	Sunrise	3	0.9	2
Cyber Threats	Sunrise	3	0.9	3
Drought	Sunrise	2	0.6	2
Extreme Heat	Sunrise	3	0.9	3
Flood	Sunrise	4	1.2	3
Hazardous Material Incident	Sunrise	4	1.2	3
Mass Migration	Sunrise	3	0.9	2
Pandemic Infectious Disease	Sunrise	3	0.9	4
Sea Level Rise/Climate Change	Sunrise	3	0.9	3
Severe Storm	Sunrise	4	1.2	3
Terrorism	Sunrise	2	0.6	3
Tornado	Sunrise	2	0.6	3
Tropical Cyclone (Hurricane)	Sunrise	3	0.9	4
Wildfire	Sunrise	2	0.6	3

Impact Weighted	Spacial Extent Score	Spacial Extent Weighted	Warning Time Score	Warning Time Weighted	Duration Score	Duration Weighted
0.9	4	0.8	4	0.4	1	0.1
0.3	3	0.6	2	0.2	3	0.3
0.6	2	0.4	4	0.4	3	0.3
0.3	2	0.4	1	0.1	4	0.4
0.6	2	0.4	1	0.1	3	0.3
0.6	3	0.6	1	0.1	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.9	2	0.4	1	0.1	4	0.4
0.9	4	0.8	1	0.1	4	0.4
0.6	3	0.6	1	0.1	4	0.4
0.6	2	0.4	2	0.2	2	0.2
0.9	3	0.6	4	0.4	1	0.1
0.6	3	0.6	4	0.4	1	0.1
0.6	3	0.6	1	0.1	2	0.2
0.6	2	0.4	2	0.2	4	0.4
1.2	3	0.6	4	0.4	4	0.4
0.6	2	0.4	1	0.1	4	0.4
1.2	4	0.8	4	0.4	4	0.4
0.6	3	0.6	1	0.1	4	0.4
0.6	3	0.6	1	0.1	3	0.3
0.9	3	0.6	3	0.3	4	0.4
0.9	3	0.6	4	0.4	3	0.3
0.9	2	0.4	4	0.4	4	0.4
1.2	4	0.8	1	0.1	4	0.4
0.6	3	0.6	1	0.1	4	0.4
0.9	4	0.8	1	0.1	4	0.4
0.9	3	0.6	4	0.4	4	0.4
0.6	4	0.8	4	0.4	2	0.2
1.2	4	0.8	1	0.1	4	0.4
0.6	3	0.6	4	0.4	4	0.4
0.9	1	0.2	4	0.4	1	0.1
0.3	1	0.2	1	0.1	1	0.1
0.9	1	0.2	4	0.4	3	0.3
0.6	2	0.4	1	0.1	3	0.3
0.6	2	0.4	1	0.1	2	0.2
0.6	2	0.4	1	0.1	3	0.3
0.6	1	0.2	4	0.4	1	0.1
0.3	1	0.2	1	0.1	1	0.1
0.6	3	0.6	1	0.1	4	0.4
0.3	1	0.2	1	0.1	4	0.4
0.6	2	0.4	2	0.2	2	0.2

0.9	1	0.2	4	0.4	3	0.3
0.9	2	0.4	2	0.2	1	0.1
0.9	3	0.6	1	0.1	4	0.4
0.6	1	0.2	4	0.4	2	0.2
0.9	1	0.2	4	0.4	2	0.2
0.3	1	0.2	1	0.1	1	0.1
0.6	1	0.2	4	0.4	4	0.4
0.6	1	0.2	1	0.1	3	0.3
0.3	2	0.4	1	0.1	3	0.3
0.3	1	0.2	1	0.1	2	0.2
0.6	1	0.2	4	0.4	2	0.2
1	1	1	1	1	1	0.1
0.6	1	0.2	4	0.4	4	0.4
0.3	1	0.2	1	0.1	2	0.2
0.6	3	0.6	1	0.1	1	0.1
0.6	1	0.2	4	0.4	2	0.2
0.9	3	0.6	2	0.2	1	0.1
0.6	3	0.6	1	0.1	4	0.4
1	1	1	1	1	1	0.1
1.2	3	0.6	4	0.4	3	0.3
0.3	1	0.2	1	0.1	1	0.1
1.2	3	0.6	4	0.4	3	0.3
1.2	3	0.6	2	0.2	3	0.3
0	2	0.4	3	0.3	4	0.4
1.2	3	0.6	3	0.3	3	0.3
0.9	2	0.4	4	0.4	2	0.2
0.9	2	0.4	2	0.2	4	0.4
1.2	3	0.6	2	0.2	4	0.4
1.2	3	0.6	2	0.2	3	0.3
1.2	3	0.6	3	0.3	3	0.3
1.2	3	0.6	4	0.4	3	0.3
1.2	3	0.6	4	0.4	2	0.2
1.2	3	0.6	3	0.3	3	0.3
0.9	2	0.4	2	0.2	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.6	2	0.4	2	0.2	2	0.2
0.6	2	0.4	2	0.2	2	0.2
0.6	2	0.4	2	0.2	2	0.2
0.6	2	0.4	2	0.2	2	0.2
0.6	2	0.4	2	0.2	2	0.2
0.6	2	0.4	2	0.2	2	0.2
0.6	2	0.4	2	0.2	2	0.2

0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.6	2	0.4	2	0.2	2	0.2
0.3	1	0.2	1	0.1	1	0.1
0.9	3	0.6	3	0.3	3	0.3
0.3	1	0.2	1	0.1	1	0.1
0.3	1	0.2	1	0.1	1	0.1
0.9	3	0.6	3	0.3	3	0.3
1.2	4	0.8	4	0.4	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.6	2	0.4	2	0.2	2	0.2
0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.9	3	0.6	3	0.3	3	0.3
0.3	1	0.2	1	0.1	1	0.1
0.3	1	0.2	1	0.1	1	0.1
1.2	4	0.8	4	0.4	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.6	2	0.4	4	0.4	1	0.1
1.2	4	0.8	1	0.1	3	0.3
1.2	4	0.8	4	0.4	4	0.4
1.2	4	0.8	1	0.1	4	0.4
1.2	4	0.8	1	0.1	3	0.3
1.2	4	0.8	3	0.3	2	0.2
0.9	3	0.6	4	0.4	4	0.4
0.6	2	0.4	1	0.1	4	0.4
0.9	4	0.8	1	0.1	4	0.4
0.6	3	0.6	1	0.1	3	0.3
1.2	4	0.8	4	0.4	1	0.1
1.2	4	0.8	4	0.4	4	0.4
0.6	1	0.2	4	0.4	1	0.1
1.2	4	0.8	1	0.1	3	0.3
0.3	1	0.2	3	0.3	1	0.1
0.9	2	0.4	4	0.4	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.3	1	0.2	4	0.4	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.3	4	0.8	2	0.2	3	0.3
0.6	2	0.4	4	0.4	4	0.4
0.6	2	0.4	4	0.4	1	0.1
0.3	1	0.2	1	0.1	1	0.1
0.6	2	0.4	1	0.1	4	0.4

0.3	1	0.2	1	0.1	1	0.1
0.6	2	0.4	4	0.4	1	0.1
0.9	2	0.4	4	0.4	4	0.4
0.6	2	0.4	4	0.4	1	0.1
0.9	3	0.6	1	0.1	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.6	1	0.2	4	0.4	1	0.1
0.6	1	0.2	4	0.4	1	0.1
0.3	1	0.2	1	0.1	1	0.1
0.3	1	0.2	4	0.4	3	0.3
0.3	4	0.8	1	0.1	3	0.3
0.3	2	0.4	1	0.1	2	0.2
0.6	3	0.6	1	0.1	3	0.3
0.3	1	0.2	4	0.4	1	0.1
0.3	1	0.2	1	0.1	4	0.4
0.6	2	0.4	1	0.1	4	0.4
0.6	4	0.8	1	0.1	4	0.4
0.6	3	0.6	1	0.1	2	0.2
0.3	1	0.2	4	0.4	2	0.2
0.6	2	0.4	4	0.4	1	0.1
0.9	4	0.8	1	0.1	3	0.3
0.3	1	0.2	1	0.1	3	0.3
1.2	2	0.4	4	0.4	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.9	3	0.6	4	0.4	3	0.3
0.3	4	0.8	1	0.1	4	0.4
0.6		0	1	0.1	1	0.1
0.3	3	0.6	1	0.1	2	0.2
1.2	3	0.6	3	0.3	2	0.2
0.3	1	0.2	1	0.1	1	0.1
1.2	4	0.8	4	0.4	4	0.4
0.3	1	0.2	1	0.1	1	0.1
0.3	4	0.8	1	0.1	1	0.1
0.6	2	0.4	4	0.4	4	0.4
0.9	1	0.2	4	0.4	1	0.1
0.9	2	0.4	1	0.1	2	0.2
0.3	1	0.2	3	0.3	3	0.3
0.6	1	0.2	4	0.4	1	0.1
0.3	1	0.2	1	0.1	1	0.1
0.6	2	0.4	4	0.4	2	0.2
0.6	3	0.6	1	0.1	4	0.4
0.3	3	0.6	1	0.1	2	0.2
0.6	2	0.4	2	0.2	3	0.3
0.6	2	0.4	4	0.4	3	0.3

0.6	2	0.4	2	0.2	4	0.4
0.9	4	0.8	1	0.1	4	0.4
0.3	1	0.2	1	0.1	4	0.4
0.6	3	0.6	2	0.2	1	0.1
0.9	1	0.2	4	0.4	1	0.1
0.6	2	0.4	1	0.1	1	0.1
0.9	4	0.8	1	0.1	3	0.3
0.6	2	0.4	1	0.1	3	0.3
0		0		0		0
0.9	4	0.8	1	0.1	3	0.3
0		0		0		0
0.3	4	0.8	1	0.1	4	0.4
0.6	4	0.8	1	0.1	4	0.4
0.9	4	0.8	1	0.1	3	0.3
0.6	2	0.4	4	0.4	3	0.3
0		0		0		0
0		0		0		0
0.6	3	0.6	1	0.1	4	0.4
0.9	4	0.8	1	0.1	3	0.3
0		0		0		0
0.9	1	0.2	2	0.2	1	0.1
1.2	4	0.8	1	0.1	4	0.4
0		0		0		0
0.9	3	0.6	4	0.4	3	0.3
0.6	3	0.6	2	0.2	2	0.2
0.9	4	0.8	4	0.4	4	0.4
0.6	3	0.6	1	0.1	4	0.4
0.9	4	0.8	2	0.2	3	0.3
0.9	4	0.8	2	0.2	3	0.3
0.9	3	0.6	4	0.4	3	0.3
0.6	2	0.4	3	0.3	3	0.3
1.2	4	0.8	2	0.2	4	0.4
0.9	3	0.6	1	0.1	4	0.4
0.9	4	0.8	2	0.2	3	0.3
0.9	3	0.6	4	0.4	3	0.3
0.9	3	0.6	4	0.4	1	0.1
1.2	4	0.8	1	0.1	3	0.3
0.9	3	0.6	4	0.4	3	0.3

PRI Score (Weighted)	PRI Score Raw		
2.8	14	Active Shooter	2.43571
2.3	12	Coastal Erosion	3.057142857
2.3	13	Cyber Threats	1.964285714
1.8	10	Cyber Threats	
2	10	Drought	2.092857143
2.5	12	Extreme Heat	2.871428571
2.7	14	Flood	2.528571429
2.7	13	Hazardous Material Incident	2.357142857
3.1	15	Mass Migration	2.764285714
2.6	13	Pandemic Infectious Disease	2.592857143
2	10	Sea Level Rise/Climate Change	1.971428571
2.6	13	Severe Storm	2.228571429
2.3	12	Terrorism	2.014285714
2.4	11	Tornado	2.192857143
2.5	13	Tropical Cyclone (Hurricane)	1.657142857
3.5	18	Wildfire	2.992857143
2.1	11		
4	20		
2.6	13		
2.5	12		
3.1	16		
3.4	17		
3	16		
3.1	15		
2.6	13		
3.1	15		
3.2	17		
2.9	15		
3.7	17		
2.9	16		
1.9	10		
1	5		
2.4	13		
2	10		
2.2	10		
2	10		
1.9	10		
1	5		
2.3	12		
1.3	8		
2.3	11		

2.1	12
2.2	10
2.9	14
1.7	10
2.3	12
1	5
2.2	13
1.8	9
2	10
1.4	7
2	11
4.1	5
2.2	13
1.4	7
2.6	11
1.7	10
2.4	11
2.6	13
4.1	5
3.1	16
1	5
3.7	18
2.9	14
2.3	13
3.3	16
2.5	13
2.5	13
3.3	16
3.2	15
3.3	16
3.4	17
3	15
3.6	17
2.4	12
3	15
3	15
3	15
2	10
2	10
2	10
2	10
2	10
2	10
2	10

3	15
3	15
3	15
3	15
2	10
1	5
3	15
1	5
1	5
3	15
4	20
1	5
2	10
3	15
3	15
3	15
1	5
0.7	4
4	20
1	5
2.7	13
3.6	16
3.7	19
3.4	16
3.6	16
3.7	17
3.2	17
2.1	11
3.4	16
2.8	13
3.7	17
4	20
2.2	11
3.6	16
1.2	7
3.3	17
1	5
1.9	12
1	5
2.5	13
3	16
2.7	13
1	5
2.7	13

1	5
2.7	13
2.7	15
2.7	13
3.2	15
1	5
2.2	11
2.2	11
1	5
1.5	10
2.1	11
1.6	8
2.8	13
1.3	8
1.3	8
2.4	12
3.1	15
2.7	12
1.4	9
2.7	13
3.3	15
1.2	7
3	16
1	5
3.1	16
1.9	11
1.7	7
2.1	10
2.9	14
1	5
3.4	18
1	5
2.2	10
2.4	14
2.2	11
2.5	11
1.7	10
1.9	10
1	5
2.2	12
2.6	13
2.1	10
2.1	11
2.3	13

2.2	12
3.1	15
1.6	9
2.4	11
2.2	11
2.1	9
3	14
2	10
0	0
3	14
0	0
2.2	12
1.9	11
3	14
2.3	13
0	0
0	0
2.9	14
3	14
0	0
1.7	2.6
3.1	15
0	0
3.1	16
2.5	12
3.4	18
2.3	12
3.1	15
3.4	16
3.4	17
2.5	13
3.5	17
2.9	14
3.4	16
2.8	15
2.6	13
3.3	15
2.8	15
0	0
0	0
0	0
0	0
0	0
0	0

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	Active Shooter	Coastal Erosion
Current PRI Score Weigted	2.4357	3.0571
Historical PRI Score Weighted	0.0738	
Diffrence	2.361914286	

Cyber Threats	Drought	Extreme Heat	Flood	Hazardous Materials Incident
1.964285714	2.092857143	2.871428571	2.528571429	2.357142857
2.588095	2.0571	2.1262	2.7476	2.5667
-0.623809286	0.035757143	0.745228571	-0.219028571	-0.209557143

Lightning	Mass Migration	Pandemic Infectious Disease	Rip Current
NR	2.764285714	2.592857143 NR	
1.7571	1.569	2.2429	0.3738
#VALUE!	1.195285714	0.349957143	#VALUE!

Sea Level Rise/ Climate Change	Severe Storm	Sinkhole	Terrorism	Tornado
1.971428571	2.228571429 NR		2.01428571	2.1928571
2.5405	2.7561	0.2905	2.4857	2.675
-0.569071429	-0.527528571	#VALUE!	-0.4714143	-0.482143

Tropical Cyclone

Wildfire

1.657142857

2.992857143

2.9548

2.1619048

-1.297657143

0.830952343

0

0

0

0

0

0

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0 0

Hazard	Percentage	Number
Tropical Cyclone/Hurricane	81.45%	281
Flood	63.48%	219
Sea Level Rise/Climate Change	58.26%	201
Severe Thunderstorm	55.36%	191
Coastal Erosion	50.72%	175
Extreme Heat	48.12%	166
Lightning	44.64%	154
Pandemic/Infectious Disease	42.90%	148
Tornado	34.20%	118
Cyber	25.22%	87
Civil Disturbance	24.64%	85
Rip Current	23.77%	82
Sinkhole/Land Subsidence	22.03%	76
Mass Migration	20.29%	70
Hazardous Material Incident	19.42%	67
Drought	18.84%	65
Terrorism	18.84%	65
Agricultural Disease	13.62%	47
Structural Fire	13.62%	47
Nuclear Power Plant Accident	11.88%	41
Wildfire	11.59%	40
Tsunami	3.19%	11
Dam/Levee Failure	2.90%	10
Expansive Soils	2.03%	7
Freeze	1.16%	4
Winter Storm	1.16%	4
Earthquake	1.16%	4
Volcano	0.58%	2

2017 Rankings**2022 Rankings**

Tropical Cyclone/Hurricane	Tropical Cyclone/Hurricane
Severe Storm	Severe Storm
Flood	Flood
Tornado	Pandemic Infectious Disease
Cyber Threats	Cyber Threats
Hazardous Materials Incident	Hazardous Materials Incident
Sea Level Rise/ Climate Change	Active Shooter
Terrorism	Tornado
Pandemic Infectious Disease	Terrorism
Wildfire	Sea Level Rise/ Climate Change
Extreme Heat	Drought
Drought	Mass Migration
Lightning	Wildfire
Mass Migration	Extreme Heat
Rip Current	Rip Current
Sinkhole	
Active Shooter	

Community Rankings

Tropical Cyclone/Hurricane	1	Active Shooter
Flood	2	Agricultural Disease
Sea Level Rise/Climate Change	3	Civil Disturbance
Severe Thunderstorm	4	Coastal Erosion
Coastal Erosion	5	Cyber
Extreme Heat	6	Dam/Levee Failure
Lightning	7	Drought
Pandemic/Infectious Disease	8	Earthquake
Tornado	9	Expansive Soils
Cyber	10	Extreme Heat
Civil Disturbance	11	Flood
Rip Current	12	Freeze
Sinkhole/Land Subsidence	13	Hazardous Material Incident
Mass Migration	14	Lightning
Hazardous Material Incident	15	Mass Migration
Drought	16	Nuclear Power Plant Accident
Terrorism	17	Pandemic/Infectious Disease
Agricultural Disease	18	Rip Current
Structural Fire	19	Sea Level Rise/Climate Change
Nuclear Power Plant Accident	20	Severe Thunderstorm
Wildfire	21	Sinkhole/Land Subsidence
Tsunami	22	Structural Fire
Dam/Levee Failure	23	Terrorism
Expansive Soils	24	Tornado
Freeze	25	Tropical Cyclone/Hurricane
Winter Storm	26	Tsunami
Earthquake	27	Volcano
Volcano	28	Wildfire
	29	Winter Storm

2017 Muni Rank	2022 Municipal Rank	Community Rank	
17	7	NR	
NR	NR	18	
NR	NR	11	
NR	NR	5	
5	5	10	
NR	NR	23	
12	11	16	
NR	NR	27	
NR	NR	24	
11	14	6	
3	3	2	
NR	NR	25	
6	6	15	
13	NR	7	
14	12	14	
NR	NR	20	
9	5	16	
15	15	12	
7	10	3	
2	2	4	
16	NR	13	
NR	NR	19	
8	9	17	
4	8	9	
1	1	1	
NR	NR	22	
NR	NR	28	
10	13	21	
NR	NR	26	

Staistically Significant Disparity between Community and PRI
Ranked in top 25% by community but not rated by PRI
Statistically Significant Disparity between 2017 and 2022 PRI

RESOLUTION NO. 13-05-15

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUPPORTING AND ADOPTING THE BROWARD COUNTY OCTOBER 2012 REVISED MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park is located in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the Town supports reasonable efforts to make the community better prepared for future disasters and better able to recover after disaster strikes; and

WHEREAS, the State of Florida has stipulated that a Local Mitigation Strategy (LMS) is the first step in the process of making a community better prepared to manage disasters; and

WHEREAS, by adopting the Broward County October 2012 Revision of the Local Mitigation Strategy, the framework for future mitigation efforts and post-disaster recovery may be made easier and faster; and

WHEREAS, the Broward County October 2012 Local Mitigation Strategy (LMS) is in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 (DMA2K) as implemented in 44 C.F.R., Part 201; and

WHEREAS, approval and adoption of this Plan is necessary in order to maintain eligibility for hazard mitigation project grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission of the Town of Pembroke Park does hereby approve and adopt the Broward County October 2012 revision of the multi-jurisdictional Local Mitigation Strategy as approved by the Federal Emergency Management Agency as meeting all current requirements for such a plan.

Section 2: That the Town Commission of the Town of Pembroke Park hereby directs the Town Manager to appoint one primary and one alternative Town Employee to participate in the Local Mitigation Strategy Working Group to ensure the Town of Pembroke Park is represented on all matters.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of May, 2013.

ATTEST:

LPW Acting Clerk

ANNETTE WEXLER HOWARD CLARK, JR.

Acting Clerk-Commissioner



ASHIRA A. MOHAMMEED
Mayor-Commissioner



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RESOLUTION NO. 2023-013

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUPPORTING AND ADOPTING THE BROWARD COUNTY SEPTEMBER 2022 REVISED MULTI-JURISDICTIONAL ENHANCED LOCAL MITIGATION STRATEGY; PROVIDING FOR CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park is located in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the Town supports reasonable efforts to make the community better prepared for future disasters and better able to recover after disaster strikes; and

WHEREAS, the State of Florida has stipulated that an Enhanced Local Mitigation Strategy (LMS) is the first step in the process of making a community better prepared to manage disasters; and

WHEREAS, by adopting the Broward County September 2022 Revision of the Enhanced Local Mitigation Strategy, the framework for future mitigation efforts and post-disaster recovery may be made easier and faster; and

WHEREAS, the Broward County September 2022 Local Mitigation Strategy (LMS) is in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 (DMA2K) as implemented in 44 C.F.R., Part 201; and

WHEREAS, approval and adoption of this Plan is necessary in order to maintain eligibility for hazard mitigation project grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission of the Town of Pembroke Park does hereby approve and adopt the Broward County September 2022 revision of the multi-jurisdictional Enhanced Local Mitigation Strategy as approved by the Federal Emergency Management Agency as meeting all current requirements for such a plan.

Section 2: That the Town Commission of the Town of Pembroke Park hereby directs the Town Manager to appoint one primary and one alternative Town Employee to participate in the Local Mitigation Strategy Working Group to ensure the Town of Pembroke Park is represented on all matters.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its

passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 23, 2023

To: Mayor & Town Commission

Thru: Marlen Martell, Town Clerk
Jacob Horowitz, Consultant Town Attorney

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Resolution to Affirm Affordable Housing for the Award of Redevelopment Units

Recommendation: The Consultant Town Planner recommends approval of the resolution.

Background: On January 11, 2023, the Town Commission approved Resolution 2023-001 approving an application for the allocation of 568 redevelopment units from Broward County. As a condition of the allocation, 10% of the units (57 units) must be set aside for very low and low affordable housing. Although the language is included in the whereas clauses of Resolution 2023-001, the Broward County Planning Council has requested a second resolution affirming the Town of Pembroke Park's commitment to enforcing the affordability requirement for the allocation of redevelopment units. Since the Town does not have an established affordable housing program nor an enforcement ordinance, the additional resolution is being requested.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed resolution is consistent and compatible with the following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL 1: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

OBJECTIVE 1.2: Future planning decisions shall be consistent with sound planning principles, and promote protection of existing and planned residential areas by utilizing innovative land use regulations and considering the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities. Innovative land use regulations shall promote neighborhoods, especially mobile home parks that are attractive, well-maintained and contribute to the health, safety and welfare of neighborhood and mobile home park residents and protected from disruptive land uses and nuisances.

OBJECTIVE 3.3: The Town shall continue to provide adequate sites for affordable housing opportunities necessary to accommodate the present and future very low, low and moderate income families living in the Town. The Town shall attempt to increase the appraised value of housing stock while maintaining no less than 1,500 affordable housing units.

POLICY 3.3.1: Continue to permit affordable housing opportunities located in proximity to major employment centers.

RESOLUTION NO. 2023-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AFFIRMING THE TOWN'S COMMITMENT TO THE BROWARD COUNTY PLANNING COUNCIL TO PROVIDE AFFORDABLE HOUSING UNITS PURSUANT TO THE TOWN'S APPLICATION TO INCREASE ITS FLEXIBILITY UNIT ALLOCATION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County's most recent Unified Flexibility Table provides that the Town presently has 118 flexibility units or redevelopment units available for allocation; and

WHEREAS, on January 11, 2023, the Town Commission approved Resolution 2023-001, approving an application requesting to increase the Town's flexibility units to 568 units; and

WHEREAS, as part of Resolution 2023-001, the Town committed to dedicating at least 10% of the requested flexibility units as affordable housing units for low and very low income individuals as established by the Area Median Income of the United States Department of Labor's Bureau of Labor Statistics for at least 15 years; and

WHEREAS, the Broward County Planning Council has requested a separate, additional resolution from the Town affirming the Town's commitment to set aside ten percent (10%) of the requested total Flex units for at least 30 years; and

WHEREAS, the Town Commission finds that it is in the best interest of its residents to promote development within the Town and provide additional affordable housing to its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town of Pembroke Park fully commits to dedicating ten percent (10%) of the requested flexibility units as affordable housing units for low and very low income

individuals as established by the Area Median Income of the United States Department of Labor's Bureau of Labor Statistics for a period of 30 years.

Section 2: The City Clerk is hereby requested and authorized to transmit a certified copy of this Resolution to the Broward County Planning Agency to be included with the Town's application for additional flexibility units.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

RESOLUTION NO. 2023-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AFFIRMING THE TOWN'S COMMITMENT TO THE BROWARD COUNTY PLANNING COUNCIL TO PROVIDE AFFORDABLE HOUSING UNITS PURSUANT TO THE TOWN'S APPLICATION FOR A REDEVELOPMENT UNIT ALLOCATION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County's most recent Unified Flexibility Table provides that the Town presently has 118 flexibility units available for allocation; and

WHEREAS, on January 11, 2023, the Town Commission approved Resolution 2023-001, approving an application requesting an allocation of 568 redevelopment units; and

WHEREAS, as part of Resolution 2023-001, the Town committed to dedicating at least 10% of the requested redevelopment units as affordable housing units for low and very low income individuals as established by the Area Median Income of the United States Department of Labor's Bureau of Labor Statistics for at least 15 years; and

WHEREAS, the Broward County Planning Council has requested a separate, additional resolution from the Town affirming the Town's commitment to set aside ten percent (10%) of the requested total redevelopment units for at least 30 years; and

WHEREAS, the Town Commission finds that it is in the best interest of its residents to promote development within the Town and provide additional affordable housing to its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town of Pembroke Park fully commits to dedicating ten percent (10%) of the requested redevelopment units as affordable housing units for low and very low

income individuals as established by the Area Median Income of the United States Department of Labor's Bureau of Labor Statistics for a period of 30 years.

Section 2: The City Clerk is hereby requested and authorized to transmit a certified copy of this Resolution to the Broward County Planning Agency to be included with the Town's application for redevelopment units.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of September, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 23, 2023

To: Mayor & Town Commission

Thru: Marlen Martell, Town Clerk
Jacob Horowitz, Consultant Town Attorney

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Proposed Code Text Amendment – Marijuana Dispensary Prohibition

Recommendation: The Town Planning and Zoning Board recommended the proposed code amendment on June 1, 2023. The Consultant Town Planner recommends approval of the proposed text amendment.

Background: Attached for the Town Commission consideration are amendments to the Town Land Development Code including Sections 28-94, 28-187, 28-187.3 and 28-189 to Prohibit Medical Marijuana Dispensing Facilities.

One medical marijuana dispensing facility currently operates within the Town, and a second application for a medical marijuana dispensing facility was submitted to the Town before the zoning in progress was adopted. There was concern by the Town about the proliferation of medical marijuana dispensing facilities within the Town.

Florida Statute 381.986(11) allows municipalities to preempt state law by prohibiting medical marijuana dispensaries. However, if a municipality enacts an ordinance regulating the location of dispensing facilities, those regulations cannot be more restrictive than ordinances permitting or determining the locations for pharmacies licensed under chapter 465.

On July 13, 2022, the Town Commission adopted Resolution No. 2022-010, which declared Zoning in Progress pertaining to Medical Marijuana Dispensaries within the Town thus creating a moratorium on medical marijuana dispensing facilities.

If the text amendment is adopted the two medical marijuana dispensing facilities would be permitted to operate as a legal non-conforming use and would be regulated under Article V of the Town Code.

The text amendment was presented to the Town Commission at the May 24th Commission Workshop.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the Following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

OBJECTIVE #1.1: Future growth and development will be managed through land development regulations which incorporate a review process for assessing adequacy of public services and facilities consistent with the Town's Capital Improvement Element and providing for both the timely completion and regular maintenance of all required capital improvements and amenities including the annual monitoring of same.

Proposed Text Amendment

Sec. 28.94 Medical Marijuana Dispensing Facilities Prohibited.

- 1) Purpose. It is the purpose of this ordinance to prohibit Medical Marijuana Treatment Centers created under Art. X, § 29 of the Florida Constitution from establishing Medical Marijuana Dispensing Facilities within the municipal limits of the Town of Pembroke Park.
- 2) Findings. Based on authority granted to municipalities in §381.986(11) Florida Statutes, the Town Commission finds that a ban on the establishment of medical marijuana treatment center dispensaries within the Town of Pembroke Park is in the best interest of the Town.
- 3) Prohibition. Medical Marijuana Dispensing Facilities are prohibited within the boundaries of the Town of Pembroke Park.
- 4) Any existing nonconforming uses shall be permitted to operate and shall be subject to Sec. 28-342, of the Town code, as amended.

Sec. 28-187. - Permitted uses.

The following uses are permitted in the B-1 Business District:

- (a) The following kinds of retail stores: Antiques, art supply, automobile accessory, automobile new parts, bait and tackle, boat and marine motors in buildings, business machines, camera and photographic supply, confectionery, dairy products, dairy supplies and equipment not including feed or fertilizers, department, dresses, poultry, dry goods, florist, fruit and vegetable, furniture, furrier, garden supply gift, greeting cards, grocery, hardware, hobby supply, home appliances, household furnishings, ice cream, jewelry, leather goods and luggage, linens, fabrics and draperies, meat market, ~~medical marijuana treatment centers and dispensaries~~, music and musical instruments, newsstand, notions, office furniture and equipment, optical goods, package liquor, paint, pets and pet supply, pharmacy, seafood, souvenir, sporting goods, stationery and books, sundry, supermarket, television, tobacco, radio and phonograph, toy, wallpaper, wearing apparel, swimming pool supplies and equipment, variety.

Sec. 28-187.3. -- Definitions related to medical marijuana.

~~Dispensing organization means an organization approved by the Florida Department of Health to cultivate, process, and dispense low-THC cannabis pursuant to F.S. § 381.986.~~

~~Low-THC cannabis (low-THC marijuana) has the meaning given low-THC cannabis in F.S. § 381.986(1)(b).~~

~~Low-THC cannabis dispensary means a business operation for the distribution of low-THC cannabis or related supplies, whether a principal use or accessory use, pursuant to Senate Bill 1030, constitutional amendment or any other provision of Florida law.~~

~~Low-THC cannabis facility means any authorized low-THC dispensary, dispensing organization or any other facility that dispenses, processes, grows, cultivates, distributes, sells, or engages in any other activity that involves or is related to low-THC cannabis, pursuant to Florida law.~~

~~Medical marijuana means any strain of cannabis, in any form, including low-THC cannabis, which is authorized by state law to be dispensed or sold in the State of Florida for treatment of certain medical conditions.~~

~~Medical marijuana dispensary means a business operation for the distribution of medical marijuana or related supplies, whether a principal use or accessory use, pursuant to constitutional amendment or any other provision of Florida law.~~

~~Medical marijuana facility means any authorized medical marijuana treatment center, medical~~

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Words in underlined type are additions.

Proposed Text Amendment

~~marijuana dispensary, or any other facility that dispenses, processes, grows, cultivates, distributes, sells, or engages in any other activity that involves or is related to medical marijuana pursuant to Florida law.~~

~~Medical marijuana permit means a business permit issued by the city pursuant to this article authorizing a business to sell medical marijuana in the city. Also referred to as "permit."~~

~~Medical marijuana retail center means a retail establishment, licensed by the Florida Department of Health as a "medical marijuana facility," "medical marijuana treatment facility," "medical marijuana treatment center," "medical marijuana dispensary," "dispensing organization," "dispensing organization facility," "low-THC cannabis dispensary," "low-THC cannabis facility," or similar use, that sells and dispenses medical marijuana for individual use, but does not engage in any other activity related to preparation, wholesale storage, distribution, transfer, cultivation, growing or processing of any form of medical marijuana or medical marijuana product, and does not allow on-site consumption of medical marijuana.~~

~~Medical marijuana treatment center means any entity that acquires, grows, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, or distributes medical marijuana, or that administers medical marijuana, products containing medical marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered or licensed by the department of health. A medical marijuana treatment center may include retail sales or dispensing of marijuana. A facility which provides only retail sales or dispensing of marijuana shall not be classified as a medical marijuana treatment center under this chapter. Also, may be referred to as a "medical marijuana treatment facility" or "dispensing organization" or other similar term recognized by state law.~~

~~Non-medical/recreational marijuana uses means the production, growing, cultivation, distribution, purchase, sale, transfer, delivery or any other similar or related use of marijuana, cannabis, cannabis-based products or cannabis plants when such production, growing, cultivation, distribution, purchase, sale, transfer, delivery or any other similar or related use is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under federal or state law.~~

~~Owner or owner/operator means any person, including any individual or other legal entity, with a direct or indirect ownership interest of five (5) percent or more in the applicant, which interest includes the possession of stock, equity in capital, or any interest in the profits of the medical marijuana retail center, or any person who operates a medical marijuana retail center, regardless of ownership interest.~~

~~Premises means the building, within which a medical marijuana retail center is permitted to operate by the city, including the property on which the building is located, all parking areas on the property or that are utilized by the medical marijuana retail center and sidewalks, alleys and parkways adjacent to the property on which the medical marijuana retail center is located.~~

~~Qualified patient means a resident of the State of Florida who has been added to the state's compassionate use registry by a physician licensed under F.S. Ch. 458 or Ch. 459, to receive medical marijuana from a dispensing organization or medical marijuana treatment center or similar use as defined in Florida Statutes.~~

Sec. 28-189. - Uses not permitted.

In the B-1 Business District, the permissible uses enumerated in this division shall not be construed to include, either as a principal or accessory use, any of the following which are listed for emphasis:

- (1) Open air sale or display of machinery, farm implements, construction equipment;
- (2) Manufacturing except as accessory to a permitted use;

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Proposed Text Amendment

- (3) Wholesale, warehouse or storage uses;
- (4) Rooming house or boarding house;
- (5) Any use first permitted in a less restricted district;
- (6) Religious establishments, and/or ancillary educational facilities, except as provided in [section 28-187.01](#);
- (7) Tattoo and/or body piercing parlors;
- (8) Flea markets;
- (9) Psychic/fortune tellers;
- (10) Swinger clubs or similar establishments.
- (11) Medical marijuana treatment centers and dispensaries.

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ORDINANCE NO. 2023-008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 28 OF THE TOWN CODE OF ORDINANCES ENTITLED "ZONING," BY CREATING SECTION 28.94 ENTITLED "MEDICAL MARIJUANA DISPENSING FACILITIES PROHIBITED"; PROVIDING FOR PURPOSE AND FINDINGS; PROHIBITING MEDICAL MARIJUANA DISPENSING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK AND DECLARING EXISTING USES LEGAL NONCONFORMING; AMENDING SECTION 28.187 ENTITLED "PERMITTED USES" TO REMOVE MEDICAL MARIJUANA AS A PERMITTED USE; DELETING SECTION 28.187 ENTITLED "DEFINITIONS RELATED TO MEDICAL MARIJUANA"; AMENDING SECTION 28-189 TO LIST MEDICAL MARIJUANA TREATMENT CENTERS AND DISPENSARIES AS A PROHIBITED USE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Art. X, § 29, Fla. Const., entitled, "Medical Marijuana production, possession and use," was as passed by the electors of Florida in November 2016 which amended Florida Constitution to allow the use of marijuana in certain medical applications; and,

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SSG:JGH:SRW 6/4/13

WHEREAS, during the 2017 Special Legislative Session, the Florida Legislature passed Senate Bill 8-A, relating to the Medical Use of Marijuana (“SB-8A”), which implemented the provisions of Art. X, § 29, Fla. Const.; and,

WHEREAS, Art. X, § 29, Fla. Const. defines Medical Marijuana Treatment Centers (“MMTCs”), to mean as an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department (of Health).

WHEREAS, Senate Bill 8-A (2017) amended Section 381.986(11)(b), Florida Statutes, to provide that “a county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality;” and,

WHEREAS, Qualified patients are still able to obtain medical marijuana as MMTCs are permitted to deliver medical marijuana within the Town or patients may visits other medical marijuana dispensaries; and,

WHEREAS, on July 13, 2022, the Town Commission adopted Resolution No. 2022-010, which declared a Zoning in Progress pertaining to Medical Marijuana Dispensaries, Medical Marijuana Retail Centers, and Medical Marijuana

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Treatment Centers within the Town a moratorium on medical marijuana treatment center dispensing facilities; and,

WHEREAS, one medical marijuana treatment center dispensing facility currently exists within the Town and another application for a medical marijuana treatment center dispensing facilities was submitted before the zoning in progress was adopted; and,

WHEREAS, upon passage of this ordinances, these two medical marijuana treatment centers shall become existing nonconforming uses within the Town and shall be subject to §28-342 of the Town Code, as amended; and,

WHEREAS, the Town Commission, pursuant to the authority provided to the Town in §381.986(11), Florida Statutes, desires to enact such a ban which will prohibit MMTCs from establishing dispensaries within the municipal limits of the Town of Pembroke Park.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
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Section 2. Chapter 28 of the Town's Code of Ordinances entitled "Zoning," is amended to create §28.94 entitled "Medical Marijuana Dispensing Facilities Prohibited," as follows:

§ 28.94 Medical Marijuana Dispensing Facilities Prohibited.

- 1) Purpose. It is the purpose of this ordinance to prohibit Medical Marijuana Treatment Centers created under Art. X, § 29 of the Florida Constitution from establishing Medical Marijuana Dispensing Facilities within the municipal limits of the Town of Pembroke Park.
- 2) Findings. Based on authority granted to municipalities in §381.986(11) Florida Statutes, the Town Commission finds that a ban on the establishment of medical marijuana treatment center dispensaries within the Town of Pembroke Park is in the best interest of the Town;
- 3) Prohibition. Medical Marijuana Dispensing Facilities are prohibited within the boundaries of the Town of Pembroke Park.
- 4) Any existing nonconforming uses shall be permitted to operate and shall be subject to §28-342, of the Town code, as amended.

Section 3. Section 28-187 of the Town's Code of Ordinances entitled "Permitted Uses," is amended as follows:

The following uses are permitted in the B-1 Business District:

- (a) The following kinds of retail stores: Antiques, art supply, automobile accessory, automobile new parts, bait and tackle, boat and marine motors in buildings, business machines, camera and photographic supply, confectionery, dairy products, dairy supplies and equipment not including feed or fertilizers, department, dresses, poultry, dry goods, florist, fruit and vegetable, furniture, furrier, garden supply gift, greeting cards, grocery,

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hardware, hobby supply, home appliances, household furnishings, ice cream, jewelry, leather goods and luggage, linens, fabrics and draperies, meat market, ~~medical marijuana treatment centers and dispensaries~~, music and musical instruments, newsstand, notions, office furniture and equipment, optical goods, package liquor, paint, pets and pet supply, pharmacy, seafood, souvenir, sporting goods, stationery and books, sundry, supermarket, television, tobacco, radio and phonograph, toy, wallpaper, wearing apparel, swimming pool supplies and equipment, variety.

Section 4. Section 28-187.3 of the Town's Code of Ordinances entitled

"Definitions related to medical marijuana," is deleted, as follows:

~~Sec. 28-187.3. Definitions related to medical marijuana.~~

~~*Dispensing organization* means an organization approved by the Florida Department of Health to cultivate, process, and dispense low-THC cannabis pursuant to F.S. § 381.986.~~

~~*Low-THC cannabis (low-THC marijuana)* has the meaning given low-THC cannabis in F.S. § 381.986(1)(b).~~

~~*Low-THC cannabis dispensary* means a business operation for the distribution of low-THC cannabis or related supplies, whether a principal use or accessory use, pursuant to Senate Bill 1030, constitutional amendment or any other provision of Florida law.~~

~~*Low-THC cannabis facility* means any authorized low-THC dispensary, dispensing organization or any other facility that dispenses, processes, grows, cultivates, distributes, sells, or engages in any other activity that involves or is related to low-THC cannabis, pursuant to Florida law.~~

~~*Medical marijuana* means any strain of cannabis, in any form, including low-THC cannabis, which is authorized by state law to be dispensed or sold in the State of Florida for treatment of certain medical conditions.~~

~~*Medical marijuana dispensary* means a business operation for the distribution of medical marijuana or related supplies, whether a principal use or accessory use, pursuant to constitutional amendment or any other provision of Florida law.~~

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

~~Medical marijuana facility means any authorized medical marijuana treatment center, medical marijuana dispensary, or any other facility that dispenses, processes, grows, cultivates, distributes, sells, or engages in any other activity that involves or is related to medical marijuana pursuant to Florida law.~~

~~Medical marijuana permit means a business permit issued by the city pursuant to this article authorizing a business to sell medical marijuana in the city. Also referred to as "permit."~~

~~Medical marijuana retail center means a retail establishment, licensed by the Florida Department of Health as a "medical marijuana facility," "medical marijuana treatment facility," "medical marijuana treatment center," "medical marijuana dispensary," "dispensing organization," "dispensing organization facility," "low-THC cannabis dispensary," "low-THC cannabis facility," or similar use, that sells and dispenses medical marijuana for individual use, but does not engage in any other activity related to preparation, wholesale storage, distribution, transfer, cultivation, growing or processing of any form of medical marijuana or medical marijuana product, and does not allow on-site consumption of medical marijuana.~~

~~Medical marijuana treatment center means any entity that acquires, grows, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, or distributes medical marijuana, or that administers medical marijuana, products containing medical marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered or licensed by the department of health. A medical marijuana treatment center may include retail sales or dispensing of marijuana. A facility which provides only retail sales or dispensing of marijuana shall not be classified as a medical marijuana treatment center under this chapter. Also, may be referred to as a "medical marijuana treatment facility" or "dispensing organization" or other similar term recognized by state law.~~

~~Non-medical/recreational marijuana uses means the production, growing, cultivation, distribution, purchase, sale, transfer, delivery or any other similar or related use of marijuana, cannabis, cannabis-based products or cannabis plants when such production, growing, cultivation, distribution, purchase, sale, transfer, delivery or any other similar or related use is not associated with any medical~~

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
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~~purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under federal or state law.~~

~~Owner or owner/operator means any person, including any individual or other legal entity, with a direct or indirect ownership interest of five (5) percent or more in the applicant, which interest includes the possession of stock, equity in capital, or any interest in the profits of the medical marijuana retail center, or any person who operates a medical marijuana retail center, regardless of ownership interest.~~

~~Premises means the building, within which a medical marijuana retail center is permitted to operate by the city, including the property on which the building is located, all parking areas on the property or that are utilized by the medical marijuana retail center and sidewalks, alleys and parkways adjacent to the property on which the medical marijuana retail center is located.~~

~~Qualified patient means a resident of the State of Florida who has been added to the state's compassionate use registry by a physician licensed under F.S. Ch. 458 or Ch. 459, to receive medical marijuana from a dispensing organization or medical marijuana treatment center or similar use as defined in Florida Statutes.~~

Section 5. Section 28-189 of the Town's Code of Ordinances, entitled

"Uses not permitted," is amended as follows:

In the B-1 Business District, the permissible uses enumerated in this division shall not be construed to include, either as a principal or accessory use, any of the following which are listed for emphasis:

- (1) Open air sale or display of machinery, farm implements, construction equipment;
- (2) Manufacturing except as accessory to a permitted use;
- (3) Wholesale, warehouse or storage uses;
- (4) Rooming house or boarding house;
- (5) Any use first permitted in a less restricted district;
- (6) Religious establishments, and/or ancillary educational facilities, except as provided in section 28-187.01;
- (7) Tattoo and/or body piercing parlors;
- (8) Flea markets;

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
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- (9) Psychic/fortune tellers;
- (10) Swinger clubs or similar establishments.
- (11) Medical marijuana treatment centers and dispensaries

Section 6. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 7. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 8. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 9. This Ordinance shall become effective upon passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2023.

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS
___ DAY OF _____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

ERIK MORRISSETTE _____

WILLIAM R. HODGKINS _____

MUSFIKA KASHEM _____

GEOFFREY JACOBS _____

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ORDINANCE NO. 2023-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") values the businesses existing and operating within the Town; and

WHEREAS, the Town wishes to retain existing businesses and attract new businesses to further stimulate the Town's economy and enhance the quality of life of its citizens; and

WHEREAS, the Town recognizes the impact and vested interest that its citizens, residents, and business owners have in shaping the Town's economy and wishes to find a way to involve its citizens, residents, and business owners in matters pertaining to the Town's business-related economic growth; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interest of the citizens and residents of the Town to establish an Economic Development Advisory Board to further the Town's commitment to fostering economic prosperity in an effort to strengthen the Town's economy.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 2, entitled “Administration,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, by creating Article XII, to be entitled “Economic Development Advisory Board,” as follows:

Article XII. – Economic Development Advisory Board

Sec. 2-310 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Economic Development Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of promoting ideas to help local businesses enhance their existing conditions, attract new businesses to the Town, and to make recommendations to the Town Commission that will positively impact the Town’s economic development.

(b) It is the further intent and purpose in the creation of the Town of Pembroke Park Economic Development Advisory Board that the Board shall serve as a conduit between the business community and the Town Commission by serving in a responsive capacity to the needs of businesses that will be reflected within the Board recommendations to the Town Commission.

Sec. 2-311 DUTIES

The duties of the Pembroke Park Economic Development Board shall be as follows:

(a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting existing local businesses and

potential new businesses are considered and discussed;

(b) To articulate and transmit recommendations to the Commission on business-related economic issues concerning the Town that may be addressed by Commission or Administrative action;

(c) To perform additional economic development-related duties as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 2-312 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Economic Development Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 2-313 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Economic Development Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the board shall be announced publicly by the appointing commissioner at a regular meeting of the Town Commission.

(c) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sec. 2-314 QUALIFICATIONS OF MEMBERSHIP

All individuals appointed by the Town Commission to serve on the Economic Development Advisory Board must be full-time residents of the Town or current business owners of an establishment operating with a valid business license issued by the Town at the time of appointment.

Sec. 2-315 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Economic Development Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of January of each year or as soon thereafter as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a quarterly basis and additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(d) Three (3) members in attendance shall constitute a quorum of the Board.

Sec. 2-316. ASSISTANCE TO THE BOARD

(a) The Town Manager, or his or her designee, shall attend board meetings and provide assistance and advice to the Board in its deliberations. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes. The Town Attorney, or his or her designee, shall act as the Attorney for the Board.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

ERIK MORRISSETTE

WILLIAM R. HODGKINS

MUSFIKA KASHEM

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5

GEOFFREY JACOBS

ORDINANCE NO. 2023-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, PERTAINING TO THE SUBJECT OF ANIMALS; AMENDING CHAPTER 4 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ANIMALS;" TO PROVIDE FOR ADDITIONAL AND UPDATED REGULATIONS FOR KEEPING OF CERTAIN FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") has certain regulations for keeping of chickens; and

WHEREAS, the community has expressed interest in revising and updating the Town's Code for keeping of chickens in the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interest of the citizens and residents of the Town to provide for a streamlined program for keeping of chickens in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Section 4-1, entitled "Running at Large; impoundment," of the Town of Pembroke Park's Code of Ordinances, is hereby amended, as follows:

Sec. 4-1. Running at large; impoundment.

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

- (a) It shall be unlawful for any person owning or controlling any dog, horse, cow, goat, hog, livestock, poultry duck, goose, turkey, guinea, peafowl or dove or other fowl or animal except cats to permit such animal or fowl to run at large in the Town.
- (b) It shall be the duty of the ~~Sheriff's~~ Pembroke Park Police Department to deliver to the Humane Society of Broward County any such animal or fowl found running at large.
- (c) Each person owning or controlling such animal or fowl shall keep such animal or fowl as provided for specifically in this Chapter or generally in a substantial pen, coop or enclosure at all times.

Section 3: Section 4-5, entitled "Keeping of animals," of the Town of Pembroke Park's Code of Ordinances, is hereby amended, as follows:

Sec. 4-5. Keeping of animals.

Any person who beats, cruelly ill-treats, torments, overloads, overworks or otherwise abuses an animal, intentionally causes such animal to be mutilated or inhumanely killed, or otherwise treats an animal in a cruel or inhumane manner, or causes the same to be done shall be deemed to be in violation of this section and shall be subject to punishment as provided in section 1-3, of [this] Code of Ordinances.

- (a) It shall be unlawful for any person or business entity to own, control, keep or harbor any animal without providing:
 - (1) Clean, safe, sanitary and humane living conditions;
 - (2) A sufficient supply of good and wholesome food provided as often as the feeding habits of such animal requires;
 - (3) A sufficient supply of visibly clean and fresh water accessible at all times, unless specifically directed otherwise by a licensed veterinarian;

- (4) Adequate shelter which shall provide:
 - a. Accessible protection from wind, rain, and direct sun exposure;
 - b. Proper ventilation and circulation; and
 - c. A clean, dry area with a solid floor for each animal to stand erect, sit, lie down, and fully turn around; and
- (5) Necessary medical care and/or veterinary care when sick or injured and as required to prevent disease or sickness.
- (b) It shall be unlawful to deliberately and/or willingly leave unattended any animal for a period in excess of twelve (12) consecutive hours.
- (c) It shall be unlawful for any person to leave an animal unattended in any motor vehicle, or transport an animal in any motor vehicle without adequate ventilation, sanitary conditions, or otherwise under such circumstances as to prevent the animal from being exposed to extreme temperatures which adversely affect its health and safety.
- (d) [The keeping of chickens is allowable under subsection 4-18, "General conditions for the keeping of backyard chickens."](#)

Section 4: Section 4-6, entitled "Distance requirement for keeping certain fowl," of the Town of Pembroke Park's Code of Ordinances, is hereby amended, as follows:

Sec. 4-6. Distance requirement for keeping certain fowl.

It shall be unlawful for any person, whether as owner or agent, to keep or cause to be kept within the corporate limits of the Town any rooster or peacock closer than

one hundred (100) yards from any inhabited dwelling other than the dwelling of the owner thereof or the person keeping the same.

Section 5: Section 4-7, entitled “Sanitation of pens, etc.,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, as follows:

Sec. 4-7. Sanitation of pens, etc.

Whenever the keeping or maintenance of any animal or fowl as enumerated in section 4-1 is permitted upon any lands in the Town under the provisions of section 4-1, the owner, agent, employee, servant or other person having charge of the premises and of such animal or fowl, shall clean the pen, coop, sty or other enclosure where such animal or fowl roost or is kept each fourth day, and shall spray and disinfect such area each fourth day, and shall remove and destroy all refuse, droppings, manure, feathers or other matter cleaned from such pens or enclosures. In addition to the requirements of this subsection, the keeping of chickens shall also be subject to the regulations set forth in Section 4-18 of the Town Code.

Section 6: Section 4-12, entitled “Minimum standards for the housing and care of animals,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, as follows:

Sec. 4-12. Minimum standards for the housing and care of animals.

- (a) All animals must be supplied with sufficient good and wholesome food and water as often as the feeding habits of such animals require.
- (b) All animals and quarters shall be kept in a clean and sanitary condition. Adequate ventilation shall be maintained.
- (c) All cages shall be equipped with food and water receptacles mounted or situated so that the animal cannot overturn, defecate or urinate therein. All cages are to be

constructed of a non-absorbent, non-porous material. All cages, except bird cages, shall have floors of either solid construction or woven wire mesh construction, or any combination thereof. Cages having woven wire or mesh floors may be used to confine or display animals, provided that the spaces between the wire mesh or weave are smaller than the pads of the feet of the animal confined therein. Cages having wire construction shall be constructed of wire which is of sufficient thickness so as to preclude injury to the animals confined therein. Cages constructed of wire having barbs or other such rough surfaces are prohibited. All cages shall be of sufficient height to permit every animal confined therein to stand normally to its full height and to turn around completely. All cages shall be of sufficient size so as to prevent overcrowding.

(d) Proper shelter and protection from the weather shall be provided at all times. Animals must not be overcrowded or exposed to excessive heat or cold. All animal living quarters shall be draft free and proper temperature for the well-being of animals shall be maintained at all times.

(e) Animals shall not be without attention for over twelve (12) consecutive hours.

(f) Every reasonable precaution shall be made to insure that animals are not teased, abused, mistreated, annoyed, tormented, or in any manner made to suffer by any person or by any means.

(g) No animal shall be given any alcoholic beverage, unless administered or prescribed by a licensed veterinarian for medical purposes.

(h) Animals which are worked, kept for sale, or exhibited shall be strong, healthy and in good physical condition.

- (i) Animals which are enemies by nature, or are temperamentally unsuited, shall not be quartered together or so near each other as to cause the animals to fear, or to cause them to be abused, tormented, or annoyed.
- (j) No tack, equipment, device, substance nor material that has been prohibited by the Town Manager or designee shall be used on the animals.
- (k) Animals must be maintained in quarters so constructed as to prevent their escape. Any commercial animal enterprise or pet shop shall assume full responsibility for recapturing any animal that escapes from its premises. Any commercial animal enterprise or pet shop shall take all reasonable precautions to protect the public from the animals and the animals from the public.
- (l) Working animals shall be given proper rest periods. Confined or restrained animals shall be given exercise proper for the individual animal under the particular condition.
- (m) Animal bedding shall be sufficient in size and quantity, be of good quality, and be kept clean.
- (n) Animals which are unweaned or so young or weak that their sale would be injurious to them shall not be sold, offered for sale, or given away.
- (o) Sick or diseased animals shall be isolated from healthy animals at all times and so segregated that the illness or disease shall not be transmitted to another animal.
- (p) In addition to the requirements of this subsection, the keeping of chickens shall also be subject to the regulations set forth in Section 4-18 of the Town Code.

Section 7: Section 4-18, entitled “General conditions for the keeping of backyard chickens,” of the Town of Pembroke Park’s Code of Ordinances, is hereby created to read as follows:

Sec. 4-18. General conditions for the keeping of backyard chickens.

Any person keeping chickens as an accessory to an occupied dwelling shall be subject to the following restrictions:

- (a) Permit required. A backyard chicken permit (hereinafter "permit") is required for the keeping of chickens. The permit is personal to the permittee and may not be assigned. If the person applying for the permit is not the fee simple owner of the subject property, the fee simple owner must provide owner authorization and written consent to the application. The fee for the permit will be set by resolution of the Pembroke Park Town Commission.
- (b) The applicant shall include written consents/approval of the keeping of chickens on their premises from all abutting property owner(s). Upon receipt of a permit application, the building official shall determine if the application is complete and contains the required consents/approvals. For the purposes of this subsection, "abutting residential property owner(s)" means those private property owner(s) owning fee simple interest in property sharing a boundary line with the applicant's property that is the subject of the application.
- (c) The Town of Pembroke Park staff shall be permitted to perform follow-up inspections on the premises where permits have been issued for the keeping of chickens. Inspections shall be to ensure that all of the program criteria are being met.

(d) Up to four chickens may be kept at an occupied single-family residence upon receiving a permit from the Town.

(e) Ducks, geese, turkeys, peafowl, male chickens/roosters, pigeons, or any other poultry or fowl are not allowed.

(f) Chickens must be secured within a covered chicken coop, chicken tractor, or fenced pen/run area at all times and are not allowed to run at large upon any public properties or off the premises of the owner. Chickens must have access to food and water at all times. The coop and pen/run area must be completely secured from predators with hardware cloth or similar material. Chicken wire shall not be used.

(g) The coop and pen/run area must be cleaned regularly and kept free of insects and rodents. Odors from chickens, chicken manure, or other items associated with the keeping of chickens must not be perceptible at the property boundaries. Chickens must not be permitted to create a nuisance consisting of noise or pests, or contribute to any other nuisance condition.

(h) No manure may be allowed to accumulate on the floor of the coop or ground. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container.

(i) Composting of chicken manure is allowed in an enclosed bin. The composting bin shall be kept at least 20 feet away from all property lines. Waste materials (feed, manure and litter) not composted must be bagged and disposed of in the trash.

(j) Chickens must be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens is prohibited.

(k) Chickens may not be slaughtered on premises.

(l) Any person who violates any provision of the section shall be enforced consistent with Section 4-16 of this Code.

(m) Nothing in this ordinance is intended to infringe upon any resident's right to the free exercise of their sincerely held religious beliefs.

Section 8: Section 28-94, entitled "Backyard Chicken Coop Accessory Structures," of the Town of Pembroke Park's Code of Ordinances, is hereby created to read as follows:

Sec. 28-94. Backyard Chicken Coop Accessory Structures.

(a) Chicken coops, pens or chicken tractors must be located in the rear yard and be set back a minimum of ten (10) feet from the rear and a minimum of ten (10) feet from the side lot lines. Coops must be screened at grade from adjacent properties with a solid 6-foot fence or wall. No coop will be allowed in any front or side yard.

(b) The coop, pen, or chicken tractor must be a minimum of 20 feet from any preexisting neighboring residential principal structure, at least 5 feet from the principal structure on the subject property, and at least 5 feet from any property line. No setback is required between a coop and another accessory structure on the subject property.

(c) Chicken coops must be less than 50 square feet and may have an attached run. The coop must meet Florida Building Code wind load requirements.

(d) The maximum height of a coop shall be eight (8) feet, as measured from the existing grade to the highest part of the coop.

(e) An applicant for a permit must demonstrate compliance with the criteria in the Code in order to obtain a permit. The application for a permit must be submitted to the building official. Applicants must submit photos of the proposed site of the coop/run areas, a to

scale survey/site plan of the subject property showing the location, and proof of successful completion of a University of Florida Agricultural Extension Service class or an equivalent class approved by the building official, completed within the last year.

(f) A building official determination is required for a permit. The building official is authorized to implement reasonable rules and regulations regarding backyard chickens. The building official must not approve locations with outstanding code violations.

(g) No more than 25 permits will be issued citywide. Permits will be issued on a first-come, first-served basis. Participants choosing to leave the program must provide notice to the City. The City is then authorized to re-issue the permit to another qualified applicant. If a participant is removed from the program due to violations of the terms of this ordinance. The permit may also be re-issued to another qualified applicant.

Section 9: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 10: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 11: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 12: This Ordinance shall become effective upon adoption and signature by the Mayor.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

ERIK MORRISSETTE

WILLIAM R. HODGKINS

MUSFIKA KASHEM

GEOFFREY JACOBS

AGENDA ITEM REPORT



To: Commission
Subject: Ban smoking in Public Places
Meeting:
Department:
Staff Contact:

BACKGROUND INFORMATION:

Florida State Statute HB 105 is allowing cities to ban smoking in public parks. It was approved by Resolution by the City of Miami on May 25, 2023. It was also approved by Sarasota, St. Petersburg and Pinellas County.

RECOMMENDATION:

Ban smoking in public parks.

ATTACHMENTS:

[HB 105 Ban on smoking](#)

Hurricane Season is June 1 - Nov. 30. View our Hurricane Guide.

Hurricane Guide (<https://www.miamigov.com/My-Home-Neighborhood/Hurricane-Guide>)



City of
Miami



[Home \(https://www.miamigov.com/Home\)](https://www.miamigov.com/Home) / City of Miami Commission approves resolution banning smoking...

City of Miami Commission approves resolution banning smoking...

Published on May 25, 2023

City of Miami Commission approved an ordinance introduced by Commissioner Manolo Reyes that prohibits the consumption of tobacco, cannabis, and the use of electric cigarettes in City Parks and Beaches.

"City beaches and parks are public spaces where residents enjoy time outdoors. Mainly, they are places where parents take their children to enjoy sports activities. It would be contradictory to think that we are taking our children and the elderly to places where they will be affected by secondhand smoke that causes such a negative effect on health," said Commissioner Reyes.

The ordinance will take effect 10 days after it is approved by the Commission. During this period, notifications will be posted in public buildings, parks and beaches to inform the population. Those who do not comply with the new ordinance could face fines.

Tagged as:



Site Feedback

Announcements

1 A bill to be entitled
2 An act relating to the regulation of smoking by
3 counties and municipalities; revising the title of
4 part II of ch. 386, F.S.; amending s. 386.201, F.S.;
5 revising a short title; amending s. 386.209, F.S.;
6 authorizing counties and municipalities to further
7 restrict smoking within the boundaries of public
8 beaches and public parks under certain circumstances
9 and within a specified distance of the public entrance
10 or exit of a business; providing exceptions; amending
11 ss. 381.84 and 386.211, F.S.; conforming provisions to
12 changes made by the act; providing an effective date.

13
14 Be It Enacted by the Legislature of the State of Florida:

15
16 Section 1. Part II of chapter 386, Florida Statutes,
17 entitled "INDOOR AIR: SMOKING AND VAPING," is renamed "SMOKING
18 AND VAPING."

19 Section 2. Section 386.201, Florida Statutes, is amended
20 to read:

21 386.201 Short title ~~Popular name~~.—This part may be cited
22 as by the popular name the "Florida Clean ~~Indoor~~ Air Act."

23 Section 3. Section 386.209, Florida Statutes, is amended
24 to read:

25 386.209 Regulation of smoking preempted to state.—This

Page 1 of 4

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

26 part expressly preempts regulation of smoking to the state and
27 supersedes any county or municipal ~~municipal or county~~ ordinance
28 on the subject, except as expressly authorized by this part
29 ~~however, school districts may further restrict smoking by~~
30 ~~persons on school district property.~~ This section does not
31 preclude the adoption of county or municipal ~~municipal or county~~
32 ordinances that impose more restrictive regulation on the use of
33 vapor-generating devices than is provided in this part.

34 (1) School districts may further restrict smoking by
35 persons on school district property.

36 (2) Counties and municipalities may further restrict
37 smoking within the boundaries of any public beaches and public
38 parks that they own. A municipality may further restrict smoking
39 within the boundaries of public beaches and public parks that
40 are within its jurisdiction but are owned by the county, unless
41 such restriction conflicts with a county ordinance.

42 (3) Counties and municipalities may further restrict
43 smoking or vaping within 25 feet of a public entrance or exit of
44 any business located within the boundaries of its jurisdiction.
45 This subsection does not apply to:

- 46 (a) A stand-alone bar;
47 (b) A retail tobacco shop;
48 (c) A vapor-generating electronic device retailer; or
49 (d) Any other business that derives no more than 10
50 percent of its gross revenue from the sale of food consumed on

PCS for HB 105

2022

51 | the licensed premises.

52 | Section 4. Paragraph (h) of subsection (3) of section
53 | 381.84, Florida Statutes, is amended to read:

54 | 381.84 Comprehensive Statewide Tobacco Education and Use
55 | Prevention Program.—

56 | (3) PROGRAM COMPONENTS AND REQUIREMENTS.—The department
57 | shall conduct a comprehensive, statewide tobacco education and
58 | use prevention program consistent with the recommendations for
59 | effective program components contained in the 1999 Best
60 | Practices for Comprehensive Tobacco Control Programs of the CDC,
61 | as amended by the CDC. The program shall include the following
62 | components, each of which shall focus on educating people,
63 | particularly youth and their parents, about the health hazards
64 | of tobacco and discouraging the use of tobacco:

65 | (h) *Enforcement and awareness of related laws.*—In
66 | coordination with the Department of Business and Professional
67 | Regulation, the program shall monitor the enforcement of laws,
68 | rules, and policies prohibiting the sale or other provision of
69 | tobacco to minors, as well as the continued enforcement of the
70 | Florida Clean ~~Indoor~~ Air Act prescribed in chapter 386. The
71 | advertisements produced in accordance with paragraph (a) may
72 | also include information designed to make the public aware of
73 | these related laws and rules. The departments may enter into
74 | interagency agreements to carry out this program component.

75 | Section 5. Section 386.211, Florida Statutes, is amended

Page 3 of 4

CODING: Words **stricken** are deletions; words underlined are additions.

Page 6 of 7

PCS for HB 105

2022

76 | to read:

77 | 386.211 Public announcements in mass transportation
78 | terminals.—Announcements about the Florida Clean ~~Indoor~~ Air Act
79 | shall be made regularly over public address systems in terminals
80 | of public transportation carriers located in metropolitan
81 | statistical areas with populations over 230,000 according to the
82 | latest census. These announcements shall be made at least every
83 | 30 minutes and shall be made in appropriate languages. Each
84 | announcement must include a statement to the effect that Florida
85 | is a clean ~~indoor~~ air state and that smoking and vaping are
86 | prohibited except as provided in this part.

87 | Section 6. This act shall take effect July 1, 2022.

Page 4 of 4

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Page 7 of 7

ORDINANCE NO. 2023-011

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 18 OF THE TOWN CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION", BY SPECIFICALLY AMENDING SECTION 18-4 ENTITLED, "SMOKING PROHIBITED IN OUTDOOR AREAS IN TOWN PARKS;" PROHIBITING SMOKING IN TOWN PARKS, WITH THE EXCEPTION OF UNFILTERED CIGARS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Centers for Disease Control and Prevention (the "CDC") has documented the dangerous health effects caused by smoking and exposure to second hand smoke; and,

WHEREAS, the University Health Services Department at the University of California, Berkeley provides that cigarette butts can include many toxic or harmful chemicals including formaldehyde, nicotine, arsenic, and lead; and,

WHEREAS, the National Institute of Health estimates that 9.7 billion cigarette butts are littered in the United States each year; and,

WHEREAS, on June 17, 2022, Governor Ron DeSantis signed House Bill 105 ("HB 105"), amending the Florida Clean Indoor Act to allow counties and municipalities to prohibit smoking at parks, subject to certain conditions; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

**Town of Pembroke Park
Ordinance No. 2023-011**

WHEREAS, HB 105 authorizes municipalities to restrict smoking within the boundaries of any public parks owned by the municipality or that are county-owned, but within a municipality's jurisdiction, unless such restriction conflicts with an existing county ordinance; and

WHEREAS, HB 105 prohibits municipalities from restricting the use of unfiltered cigars within public parks belonging to the municipality; and

WHEREAS, the Town Commission has determined that prohibiting smoking within City Parks is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 18 of the Town's Code of Ordinances entitled "Parks and Recreation," is amended to specifically revise Section 18-4, entitled "Smoking Prohibited in Outdoor Areas in the Park," as follows:

Sec. 18-4. Smoking prohibited in ~~outdoor areas~~ in Town parks.

It shall be unlawful for any person to smoke cigarettes, filtered cigars, pipers or any other tobacco, tobacco products, nicotine vaporizers, electronic cigarettes, liquid nicotine, or any other smoking apparatus within any park owned by the Town

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Words in underlined type are additions.

**Town of Pembroke Park
Ordinance No. 2023-011**

of Pembroke Park. In accordance with Sec. 386.209, F.S., as may be amended from time to time, this prohibition shall not apply to unfiltered cigars. on playing fields and playgrounds, bleacher areas, dugouts, around team seating areas, concession areas, restrooms, or any other areas not specifically designated as a permitted smoking area within any park owned and operated by the Town of Pembroke Park. A11 designated smoking areas will be specifically designated by signs that "smoking is not prohibited" in that area.

Section 4 It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

**Town of Pembroke Park
Ordinance No. 2023-011**

Section 7. This Ordinance shall become effective upon passage and adoption.

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Words in underlined type are additions.

**Town of Pembroke Park
Ordinance No. 2023-011**

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS
____ DAY OF _____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
ERIK MORRISSETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____

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Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 23, 2023

To: Mayor & Town Commission

Thru: Marlen Martell, Town Clerk
Jacon Horowitz

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Proposed Code Text Amendment – Signage

Recommendation: The Town Planning and Zoning Board recommended approval of the amendments on June 1, 2023. The Consultant Town Planner recommends approval of the proposed text amendment.

Background: Attached for the Town Commission are amendments to the Town Land Development Code including Sections 21-19 and 21-20 to allow an illuminated “open” sign.

In 2022 and 2023, there were several requests made by local business owners at Town Commission meetings to allow illuminated “open” signs. Many of the local businesses have tinted windows and doors which make the businesses appear closed, especially during the winter months when the sunset early. It was recommended by the commission that staff draft a code amendment to address the business owner’s concerns.

The code amendment also corrects an incorrect numbering reference concerning neon signage.

The text amendment was presented to the Town Commission at the May 24th Commission Workshop.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the Following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town’s social and economic needs and contribute to the health, welfare, and safety of its residents.

POLICY #1.1.2: The Town shall periodically review its current Land Development Regulations to:

e) Regulates signage

Sec. 21-19. - Prohibited signs.

The following are those signs which shall not be permitted within the municipal limits of the Town:

(a) Animated signs;

(o) Window signs, when illuminated except as permitted in section 21- 20.C.3;

(p) Tenant identification signs, except in the interior or shopping centers;

(q) Exposed neon tubes or bare bulb signs placed in geometric forms to outline structures, roofs, windows or doors in such a manner as to attract attention, except as permitted in [section 21-20.C.6\(7\)](#).

Sec. 21-20. - Permanent signs.

Only such permanent signs as are listed in this section shall be permitted to be erect or maintained upon any building lot, plot or parcel of land, for the following types of land uses:

(c) All nonresidential uses:

3. Window/door signs

a. Hours-of-business sign shall be permitted on a door or adjacent window with letters not in excess of two (2) inches in height and total area not in excess of two (2) square feet.

b. An illuminated and non-animated "Open" sign shall be permitted on a door or adjacent window with a total area not in excess of two (2) square feet.

6. Individual business under-canopy signs may be permanently installed in shopping centers perpendicular to the storefront and equidistant between the storefront and the canopy edge, center in the store frontage. Under-canopy signs shall be no longer than fifty (50) percent of the width of the canopy up to a maximum of four (4) feet in width. The height of the sign shall be no more than thirty (30) inches, inclusive of suspension devices. The copy displayed is to be used only to indicate to the public the legal or exact firm name or the main character of the business carried on therein or thereon. Internal illumination is permitted. A minimum of eight (8) feet clearance from the bottom of signs to walkway shall be required. Under-canopy signs shall be suspended by rigid mount so as to prohibit any movement of the sign.

ORDINANCE NO. 2023-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW ILLUMINATED SIGNS ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Code of Ordinances presently prohibits local businesses from displaying illuminated window signs; and

WHEREAS, the Town has received numerous requests from local business owners to amend the Town's Code of Ordinances to permit local businesses to display illuminated signs indicating that the business is open; and

WHEREAS, the City Commission has determined that amending the Town's Code of Ordinances to allow local businesses to display an illuminated window sign is in the best interest of the residents of Pembroke Park because such changes can cause a positive economic impact to the Town's economy by helping ensure that local businesses stay open and more residents remain employed; and

WHEREAS, the Town's Planning and Zoning Board recommended approval of the proposed amendments to the Town's Code at its June 1, 2023 meeting; and

WHEREAS, the Town Commission finds the amending the Town's sign code, as

detailed herein, is in the best interests of the citizens and residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF
THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:**

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-19 entitled "Prohibited Signs," under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec. 21-19. Prohibited signs.

The following are those signs which shall not be permitted within the municipal limits of the Town:

- (a) Animated signs;
- (b) Sidewalk or sandwich signs;
- (c) Snipe signs, with the exception of political signs;
- (d) Banner signs, flags or pennants when used for advertising purposes, except as provided in section 21-21;
- (e) All signs that contain exposed lighting of any type or have the appearance of one (1) of the above types of light fixtures;
- (f) Permanent signs which are illuminated from outside the boundaries of the sign by visible lighting fixtures;
- (g) Roof signs;
- (h) Billboards; except as provided for in section 21-20(4);
- (i) Advertising benches: people shelters or bus shelters; except by municipal contract;
- (j) Box or cabinet signs; except as allowed by this article;
- (k) Vehicle or trailer signs used on a given location or site in addition to or in lieu of a temporary or permanent sign permitted by this article, unless required by governmental agencies;
- (l) Signs located on sides of buildings unless the structure is located on a corner plot or is the structure is located in excess of one hundred (100) feet from the side of the plot line;

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- (m) Painted wall signs not conforming to section 21-23; except as permitted in Section 21-20(c)3
- (n) All abandoned signs, sign cabinets, poles, frames, structures and electrical fixtures;
- (o) Window signs, when illuminated;
- (p) Tenant identification signs, except in the interior or shopping centers;
- (q) Exposed neon tubes or bare bulb signs placed in geometric forms to outline structures, roofs, windows or doors in such a manner as to attract attention, except as permitted in section 21-20(7).

Section 3. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-20 entitled "Permanent Signs," under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec. 21-20. Permanent signs.

...

- (c) All nonresidential uses:

...

3. Windows and Doors Signs

a. _____ Hours-of-business sign shall be permitted on a door or adjacent window with letters not in excess of two (2) inches in height and total area not in excess of two (2) square feet.

b. An illuminated and non-animated sign not exceeding two (2) square feet shall be permitted on a door or adjacent window.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may

be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
ERIK MORRISSETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 23, 2023

To: Mayor & Town Commission

Thru: Marlen Martell, Town Clerk
Jacob Horowitz, Consultant Town Attorney

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Proposed Code Text Amendment – B-1 Mixed-Use Regulations

Recommendation:

The Town Planning and Zoning Board recommended approval of the proposed text amendments on June 1, 2023. The Consultant Town Planner recommends approval of the proposed text amendments.

Background: Attached for the Town Commission consideration are amendments to the Town Land Development Code including Sections 28-187.01 and 28-194-1 modifying the Town's mixed-use requirements in the B-1 zoning district. Town staff initiated the application to amend the Mixed-use development regulations in B-1 to encourage redevelopment and address affordable housing needs. There has been interest by numerous parties to redevelop vacant parcels within the Town. The attached ordinance attempts to encourage the development of those vacant parcels and allow for the redevelopment of other parcels within the B-1 zoning district.

Below is a synopsis of the amendments to the B-1 Mixed-use regulations:

- If a property is 10 acres or less, a project can be a freestanding residential building or a mixed-use building. If the project is mixed-use, the commercial component must be a minimum of 5,000 square feet as specified in the Town's Comprehensive Plan.
- Increasing permitted density and creating allowance for affordable housing density bonuses.
- Setbacks have been reduced to push the building closer to the street. This should also help activate the street with pedestrians.
- Bedroom sizes have been adjusted as well as identify other county policies in terms of density calculation.
- Pervious area has been reduced to allow for the higher density of residential.
- Height has been increased to allow for higher density developments.
- Minimum ground level active uses. Again, to activate the street and front façade of the building.
- Identifying the affordable housing density bonuses available through Broward County.

The text amendment was presented to the Town Commission at the May 24th Commission Workshop.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

OBJECTIVE #1.1: Future growth and development will be managed through land development regulations which incorporate a review process for assessing adequacy of public services and facilities consistent with the Town's Capital Improvement Element and providing for both the timely completion and regular maintenance of all required capital improvements and amenities including the annual monitoring of same.

OBJECTIVE #1.2: Future planning decisions shall be consistent with sound planning principles, and promote protection of existing and planned residential areas by utilizing innovative land use regulations and considering the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities. Innovative land use regulations shall promote neighborhoods, especially mobile home parks that are attractive, well-maintained and contribute to the health, safety and welfare of neighborhood and mobile home park residents and protected from disruptive land uses and nuisances.

POLICY #1.3.3: PERMITTED USES IN FUTURE LAND USE CATEGORIES:

B. COMMERCIAL USE

9. Residential uses are permitted in the same structure and/or parcel of land as a commercial use without the need to amend the Town's Comprehensive Plan provided that the Town applies flexibility or reserve units to the parcel land;

OBJECTIVE 3.3: The Town shall continue to provide adequate sites for affordable housing opportunities necessary to accommodate the present and future very low, low and moderate income families living in the Town. The Town shall attempt to increase the appraised value of housing stock while maintaining no less than 1,500 affordable housing units.

POLICY 3.3.1: Continue to permit affordable housing opportunities located in proximity to major employment centers.

Sec. 28-187.01. - Special exception; designation.

The following primary uses shall be designated as special exceptions for the purpose of issuance of building permits and/or granting of a business tax receipt and certificates of use and shall be permitted as a special exception only after public hearing and approval by the Town Commission:

(a) Religious establishments and ancillary uses, including but not limited to, religious education related to the use on site, social services related to the use on site, counseling and office uses.

(b) Mixed Use Residential Development according to Section 28-194.1 ~~Multiple family residential use up to twenty-five (25) units per net acre of site area (or the density specified in the Future Land Use Element, whichever is less) as a part of a commercial structure provided that a minimum of five thousand (5,000) square feet of commercial use is provided onsite.~~

Sec. 28-194.1. - Mixed-use residential developments.

~~Following~~ The following is the minimum criteria for mixed-use residential uses in the B-1 Business District:

(a) ~~(a)~~ Applicability. Properties which are ten (10) acres or less in area which are master-planned as integrated mixed-use projects. Properties must be a minimum of seven and one-half (7.5) acres in size to qualify for such development use, designated commercial on the Pembroke Park Future Land Use Plan Map. Freestanding multi-family residential uses are permitted on a parcel 10 acres or less in area. Any mixed-use development, other than the freestanding multi-family residential use, must contain a minimum of 5,000 square feet of commercial use.

(b) ~~Density. Subject to allocation of Flexibility and/or Reserve Dwelling units by the Town Commission, but not to exceed the number of units permitted by the Future Land Use Element of the Town's Comprehensive Plan. The maximum base density in B-1 Business District is 50 dwelling units per gross acre and an affordable housing density bonus to a maximum of 100 units per gross acre if affordable housing is provided pursuant to Policies 2.16.3 and 2.16.4 of the Broward County Comprehensive Plan.~~

(c) Setbacks.

(1) Front and street side: Buildings shall be set back a minimum of ~~twenty-five (25)~~ five (5) feet from adjacent roadways.

(2) Side: Minimum ~~fifteen (15)~~ ten (10) feet.

(3) Rear: Minimum ~~twenty (20)~~ ten (10) feet.

(d) Maximum building length. Maximum two hundred fifty (250) feet length for residential buildings.

(e) Minimum floor areas.

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- (1) Efficiency 400 square feet Efficiencies 500 square feet or less are counted as 0.5 of a dwelling unit for density calculations.
- (2) One (1) bedroom 600-550 square feet
- (3) Two (2) bedrooms 800 square feet
- (4) Add one hundred fifty (150) square feet for each bedroom greater than two (2).
- (f) Pervious area. A minimum of ~~thirty (30)~~fifteen (15) percent of the total lot area.
- (g) Building height. ~~The same as the underlying B-1 Business District (One hundred and fifty (100-150) feet permitted).~~
- (h) Active ground level uses. A minimum of 30% of the primary front façade shall be activated with residential uses, accessory residential use (lobby, leasing office, fitness center, etc.) and or commercial uses. Parking spaces. Each automobile parking space for residential uses shall be a minimum of nine (9) feet in width by nineteen (19) feet in depth, and each automobile parking space for nonresidential uses shall be a minimum of ten (10) feet in width by twenty (20) feet in depth.
- (i) Allocation and expiration of flexibility and/or reserve dwelling units.
 - (1) The Town may allocate available flexibility and/or reserve dwelling units and affordable housing bonus density to property located in the B-1 Business District upon receipt of an application from the property owner or property owner's authorized agent.
 - (2) The allocation of flexibility and/or reserve dwelling units and affordable housing bonus density will be based on review criteria established by Resolution of the Town Commission and consistent with the Town's Adopted Comprehensive Plan. The Town is not mandated to allocate ~~units flexibility and/or reserve dwelling units~~ to an applicant, even when unallocated flexibility and/or reserve dwelling units and affordable housing bonus density are available.
 - (3) The Town Commission will conduct a public hearing to consider the application for flexibility and/or reserve dwelling units. The number of flexibility and/or reserve dwelling units allocated to an applicant, if any, will be set forth in a Resolution adopted by the Town Commission.
 - (4) Flexibility and/or reserve dwelling units and affordable housing bonus density may only be allocated concurrently with the approval of a site development plan for the property, and said ~~allocation is valid only for a specified period of time.~~
 - ~~(5)~~ All allocations of flexibility and/or reserve dwelling units and affordable housing bonus density shall have an expiration date that coincides with the expiration date of the site development plan issued concurrently with the flexibility and/or reserve dwelling unit allocation.
 - ~~(56)~~ The allocation of flexibility and/or reserve dwelling units shall expire in the event building permits for a principal building on the property incorporating the allocated flexibility and/or reserve dwelling units are not obtained prior to the allocation expiration date. All flexibility and/or reserve dwelling units and affordable housing

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bonus density which expire or are not utilized by the expiration date shall revert back to the Town.

DRAFT

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ORDINANCE NO. 2023-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5, ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;" PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1, ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;" MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-USE RESIDENTIAL USES IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") continues to grow and attract interest from potential residents and business owners alike; and

WHEREAS, the Town is aware of the ever-present and growing need from residents for additional affordable housing development; and

WHEREAS, the Town has received interest from the development community in developing vacant parcels located throughout the Town; and

WHEREAS, The Town Commission finds that it is in the best interest of the City's residents to amend the Town's Code of Ordinance to address the need for affordable housing development, promote urban infill, and to encourage additional commercial uses for the Town's residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 28 of the Town's Code of Ordinances, entitled "Zoning," is amended by specifically amending Section 28-187.01 entitled "Special Exception Designation," under Article III entitled "District Regulations", Division 5 entitled "B-1 Business District" as follows:

Sec. 28-187.01. - Special exception; designation.

The following primary uses shall be designated as special exceptions for the purpose of issuance of building permits and/or granting of a business tax receipt and certificates of use and shall be permitted as a special exception only after public hearing and approval by the Town Commission:

(a) Religious establishments and ancillary uses, including but not limited to, religious education related to the use on site, social services related to the use on site, counseling and office uses.

(b) Mixed Use Residential Development according to Section 28-194.1 ~~Multiple-family residential use up to twenty-five (25) units per net acre of site area (or the density specified in the Future Land Use Element, whichever is less) as a part of a commercial structure provided that a minimum of five thousand (5,000) square feet of commercial use is provided onsite.~~

Section 3. Chapter 28 of the Town's Code of Ordinances, entitled "Zoning," is amended by specifically amending Section 28-194.1 entitled "Mixed-use residential developments," under Article III entitled "District Regulations", Division 5 entitled "B-1 Business District" as follows:

Sec. 28-194.1. - Mixed-use residential developments.

Following ~~The following~~ is the minimum criteria for mixed-use residential uses in the B-1 Business District:

(a) ~~(a)~~ Applicability. Properties which are ten (10) acres or less in area which are master-planned as integrated mixed-use projects. Properties must be a minimum of seven and one-half (7.5) acres in size to qualify for such development use, and have an underlying land use designation of "commercial" on the Pembroke Park Future Land Use Plan Map.

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existing law;

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Words in underlined type are additions.

Freestanding multi-family residential uses are permitted on a parcel ten (10) acres or less in area. Any mixed-use development, other than the freestanding multi-family residential use, must contain a minimum of 5,000 square feet of commercial use.

- (b) Density. ~~Subject to allocation of Flexibility and/or Reserve Dwelling units by the Town Commission, but not to exceed the number of units permitted by the Future Land Use Element of the Town's Comprehensive Plan. The maximum base density in B-1 Business District is 50 dwelling units per gross acre and an affordable housing density bonus up to a maximum of 100 units per gross acre if affordable housing is provided pursuant to Policies 2.16.3 and 2.16.4 of the Broward County Comprehensive Plan.~~

- (c) Setbacks.

- (1) Front and street side: Buildings shall be set back a minimum of ~~twenty-five (25)~~five (5) feet from adjacent roadways.
- (2) Side: Minimum ~~fifteen (15)~~ten (10) feet.
- (3) Rear: Minimum ~~twenty (20)~~ten (10) feet.

- (d) Maximum building length. Maximum two hundred fifty (250) feet length for residential buildings.

- (e) Minimum floor areas.

- (1) Efficiency400 square feet; Efficiencies 500 square feet or less are counted as 0.5 of a dwelling unit for density calculations.
- (2) One (1) bedroom ~~600~~550 square feet
- (3) Two (2) bedrooms 800 square feet
- (4) Add one hundred fifty (150) square feet for each bedroom greater than two (2).

- (f) Pervious area. A minimum of ~~thirty (30)~~fifteen (15) percent of the total lot area.

- (g) Building height. ~~The same as the underlying B-1 Business District (o A maximum building height of up to One hundred and fifty (100/150)-feet is permitted).~~

- (h) Active ground level uses. A minimum of 30% of the primary front façade shall be activated with residential uses, accessory residential use (lobby, leasing office, fitness center, etc.) and/ or commercial uses. Parking spaces. Each automobile parking space for residential uses shall be a minimum of nine (9) feet in width by nineteen (19) feet in depth, and each automobile parking space for nonresidential uses shall be a minimum of ten (10) feet in width by twenty (20) feet in depth.

- (i) Allocation and expiration of flexibility and/or reserve dwelling units.

- (1) The Town may allocate available flexibility and/or reserve dwelling units and affordable housing bonus density to property located in the B-1 Business District upon receipt of an application from the property owner or property owner's authorized agent.

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existing law;

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- (2) The allocation of flexibility and/or reserve dwelling units and affordable housing bonus density will be based on review criteria established by Resolution of the Town Commission and consistent with the Town's Adopted Comprehensive Plan. The Town is not mandated to allocate ~~units flexibility and/or reserve dwelling units~~ to an applicant, even when unallocated flexibility and/or reserve dwelling units and affordable housing bonus density are available.
- (3) The Town Commission will conduct a public hearing to consider the application for flexibility and/or reserve dwelling units. The number of flexibility and/or reserve dwelling units allocated to an applicant, if any, will be set forth in a Resolution adopted by the Town Commission.
- (4) Flexibility and/or reserve dwelling units and affordable housing bonus density may only be allocated concurrently with the approval of a site development plan for the property, ~~and said allocation is valid only for a specified period of time.~~
- ~~(5) All allocations~~ of flexibility and/or reserve dwelling units and affordable housing bonus density shall have an expiration date that coincides with the expiration date of the site development plan issued concurrently with the flexibility and/or reserve dwelling unit allocation.
- ~~(56) The allocation of flexibility and/or reserve dwelling units shall expire in the event building permits for a principal building on the property incorporating the allocated flexibility and/or reserve dwelling units are not obtained prior to the allocation expiration date.~~ All flexibility and/or reserve dwelling units and affordable housing density bonuses which expire or are not utilized by the expiration date shall revert back to the Town.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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existing law;

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Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____

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existing law;

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ERIK MORRISSETTE

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TOWN OF PEMBROKE

PARK

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS (RFP)
TOWN ATTORNEY SERVICES
BID PACKAGE RFP NO. 23-04

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

WEDNESDAY, AUGUST 16, 2023 AT 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

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**TOWN OF PEMBROKE PARK
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSALS (RFP) # 23-XX**

The Town of Pembroke Park ("Town") is currently requesting sealed proposals and qualifications for Town Attorney services.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a Mayor and four (4) Town Commissioners, operating under a Commissioner form of government and has approximately 52 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policy at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, stormwater and sewer service, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. SCOPE OF WORK

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of Work herein and the requirements of the solicitation.

The proposer will be required to provide Town Attorney services and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town's Charter, the Town's Code of Ordinances and all other pertinent statutes and regulations.

The selected proposer will provide legal services as Town Attorney including, but not limited to, the areas of: legislative governmental issues, land use and zoning, personnel, code enforcement and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

- i. General Services Requested.** The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:
 - A. Legislative work associated with the Town Commission meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analyses.

- B. Preparation of oral or written opinions on legal matters as required by the Town Commission and/or Town Manager.
- C. Negotiation and preparation of agreements, leases contracts, or similar documents.
- D. Review and comment on contract forms between the Town and independent contractors.
- E. Performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research, when requested by the Town Commission or by the Town Manager.
- F. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.
- G. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required.
- H. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Commission or Town Manager.
- I. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.
- J. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.
- K. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town.
- L. Keeping the Town Commission and Town Manager informed of legislation or judicial opinions that have potential to impact the Town.
- M. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town represented by the Town's insurance carriers.
- N. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.
- O. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Commission.
- P. With the exception of requests for legal services issued by the Town Commission acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordination the flow of work to the attorney or firm, and establishing the relative priorities to be placed by the attorney or firm on each task for which

the assistance of the attorney or firm is required. No member of the Town's staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Commission may request legal services and opinions of the attorney or firm regarding Town matters upon approval of the Commission.

ii. **Specific Services Requested.** In addition to the General Services, the Town Attorney is expected to perform certain specific legal services for the Town, as required. Such specific legal services include:

- A. Attend all workshop Commission meetings on the fourth Wednesday of each month at 6:00 p.m., all regular Commission meetings on the second Wednesday of each month at 7:00 p.m., and all special Commission meetings when requested by the Town Commission or Town Manager.
- B. Attend all Town advisory board meetings in order to counsel the members thereof on any legal matter which confronts the board or committee as requested by the Town Manager.
- C. The Town Attorney shall retain an association with, or actually as an employee at their offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Town Attorney is unavailable or unable to attend same.
- D. The Town Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.
- E. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Town is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Commission. The Town Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the Town Commission or Town Manager.
- F. Maintain Auditable Records. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

NOTE: Services contained within this Scope of Work will be provided pursuant to a future written contract being issued to the successful proposer and executed by the parties.

3. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP:	Wednesday, July 19, 2023
Deadline for questions:	Wednesday, August 2, 2023 3:00PM
Proposal due date:	Wednesday, August 16, 2023 3:00PM
Interviews (if held):	TBD
Award of contract:	Wednesday, September 13, 2023

**All dates are subject to change at the discretion of the Town.*

4. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the Request for Proposals ("RFP") instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

i. Cover letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm was established, (4) office locations, (5) number of firm employees, (6) description of firm's core business, and (7) name of principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

ii. Background and Project Summary

Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

iii. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

iv. Staffing

Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel relative to other work currently under contract. Upon award and during the contract period, if different

personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful proposer shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

v. **Qualifications**

Discuss the experience of the proposer with providing the services described in the Scope of Work to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFP to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality or governmental entity, which have received similar services. The Town intends to contact the references listed.

vi. **Fee proposal**

Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work. See Appendix A.

5. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

i. **Content**

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

ii. **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

iii. **Number of Proposals**

Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

iv. **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope "**RFP, TOWN ATTORNEY SERVICES**", no later than **3:00 P.M. on WEDNESDAY**, Wednesday, August 16, 2023 to the address listed below. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

Address: Town of Pembroke Park
Attn: Town Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

v. **Inquiries**

Questions about this RFP must be made in writing, via e-mail to Babette Friedman, Human Resources Director at hr@tpfpl.gov.

The Town reserves the right to amend or supplement this RFP prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Town employee other than the individual listed above regarding this RFP. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the own.

vi. Conditions for Proposal Acceptance

This RFP does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

	Criteria	Points
1.	Qualifications and Experience	30
2.	Experience Working with City Government	30
3.	References and/or Recommendations	10
4.	Methodology and Approach	10
5.	Fee Proposal	20
	Total:	100

1. Qualifications and Experience (30 Points).

Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current and for the past five (5) years municipal, county or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter local agreements, building code, personnel an additional legal areas that will identify the focus of the firm.

2. Experience Working with Town Government (30 Points).

Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current and for the past five (5) years municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and identified entity.

3. References (10 Points).

Respondents must provide a minimum of two (two) references. For each reference provide: (i.) name of entity; (ii.) contact person; (iii.) address and telephone number for reference; and (iv.) dates of representation.

4. Methodology and Approach (10 Points).

Respondents should include the following:

- Name of law firm/individuals and primary attorney to service as the Town Attorney at each Town Commission meeting and other board meetings.
- After hour availability.
- Information on how the firm/individual would structure the working relationship between the Town Attorney's office, Town Commission, and the Town Manager's office.
- Areas of expertise where the use of special outside counsel is anticipated.
- Statement on how the workload of the Town of Pembroke Park will be accommodated and what kind of priority it would be given.

5. Fee Proposal (20 Points).

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. In the instance of an "Exception" to the RFP process, please provide a specific proposal detailing the costs associated with the alternative proposal.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

An Evaluation Committee appointed by the Town Commission will screen and review all proposals according to the weighed criteria set forth above.

i. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Town reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Town may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Town. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

ii. Initial Proposal Review

The Evaluation Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Evaluation Committee shall consist of the: (i) Mayor, (ii) Town Manager, (iii) Assistant Town Manager, (iv) Administrative Services Director, and (v) Public Services Director. The Evaluation Committee may also contact proposer's references. The three highest rankings proposers may be invited to the next stage of the evaluation process.

iii. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview conducted by the Town Commission. Interviews, if held, will be on a date to be determined, and will be conducted at Town Hall in Pembroke Park, Florida. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Following conclusion of this stage of the evaluation process, the Town Commission will rank all proposers according to the Evaluation Criteria set forth above. The Town Commission may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Pursuant to Section 286.0113, Florida Statutes, negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

8. CONDITIONS TO AGREEMENT

- a. The contract resulting from this solicitation may be awarded to the responsive proposer which submits a proposal determined to provide the best value to the Town with price, technical, and other applicable factors considered. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Town anticipates the term of the contract resulting from this solicitation will be for three (3) years with up to two (2) one-year options to renew, upon mutual written assent agreement of the parties.
- b. The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.
- d. The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- e. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- f. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the protest deadline date may be rejected.
- g. The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

- h. The selected firm will be required to assume responsibility for all services offered in the proposal. The Town will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- i. A copy of the proposal ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the selection process. Interested parties may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

i. Definitions

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this RFP that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, a proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the proposer is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

- Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum using one of the following methods:
 - By mailed letter;
 - or
 - By email to townclerk@tppfl.gov

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

v. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vi. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Marlen Martell at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

vii. Confidentiality

By submitting a proposal in response to this solicitation, a proposer acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The proposer further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a proposer provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The proposer shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected proposer has otherwise fully complied with this provision, the Town, in reliance on the representations of the proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the proposer of that request, and the proposer shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the proposer refuses to permit disclosure or copying, the proposer agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's

refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the proposer is not initially named as a party, the proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a proposer in response to the RFP and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

APPENDIX A
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFP) NO. 23-04
FEE PROPOSAL

Individual and/or Company's Name:

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. In the instance of an "Exception" to the RFP process, please provide a specific proposal detailing the costs associated with the alternative proposal.

Fee Proposal: _____

We, the undersigned, hereby propose and agree to furnish to the Town of Pembroke Park all work as defined in the RFP. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

Authorized Signature

Date

Print Name

Telephone Number

Title

Email Address

APPENDIX B
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFP) NO. 23-04
INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
- 2) Commercial General Liability:
 - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- 3) Automobile Insurance:
 - Including all owned, hired, borrowed and non-owned vehicles
 - Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
- 4) Errors and Omissions Liability or Professional Services Liability Policy
 - Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$500,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

AGENDA ITEM REPORT



To: Commission
Subject: Police Department
Meeting:
Department:
Staff Contact:

RECOMMENDATION:

Discussion on the hiring of a Chief of Police.

AGENDA ITEM REPORT



To:

Subject: Roof Replacement - 1st Amendment

Meeting: 09 13 2023 DRAFT AGENDA REGULAR COMMISSION MEETING - Sep 13 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

FINANCIAL IMPACT:

\$43,350.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Roof Replacement 1st amendment](#)

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT ("Agreement"), dated this ____ day of _____ 2023,
by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

TOTAL ROOFING SYSTEMS "THE METAL ROOF EXPERTS", INC., a Florida corporation, with a principal address of 2885 SE Jefferson Street, Stuart, Florida 34997, hereinafter "Contractor," who is authorized to do business in the State of Florida. Town and Contractor may each be referred to herein as "party" or collectively as "Parties."

W I T N E S S E T H:

WHEREAS, on July 12, 2023, the Town and Contractor entered into an agreement ("Original Agreement") whereby the Contractor agreed to perform the services for the wind retrofit roof removal and replacement at Town Hall; and

WHEREAS, Article 5 of the Original Agreement provides for changes to the scope of work, subject to a written amendment executed by the Parties;

WHEREAS, the Parties now seek to amend the Original Agreement to provide for an additional scope of work and compensation associated therewith, as detailed herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Article 5 of the Original Agreement, the Parties seek to amend the scope of work to include additional services, as detailed in attached **Exhibit "A"**, including the installation of a new light protection system, the installation of roof hatches and additional work pertaining to the electrical conduits and roofing system.

SECTION 3. Contractor shall be compensated in accordance with the compensation and payment methods set forth in Article 4 of the Original Agreement. The total compensation for the work provided in this First Amendment shall not exceed \$43,350, totaling a new cumulative project cost not to exceed \$243,110.00

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SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this First Amendment and the Original Agreement, this First Amendment shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above. .

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

TOTAL ROOFING SYSTEM "THE
METAL ROOF EXPERTS" INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2023, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

Print or Type Name

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Exhibit "A"



August 21, 2023

Aleem Ghany
Public Services Director
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

PROJECT: RFP 23-02 Wind Retrofit Roof Replacement

ADDENDUM 1: Revised to the Contract Documents for the Town of Pembroke Park

The following items were not included in the original scope of work for this project and will be provided as requested by the Town of Pembroke Park:

Install new Lightning Protection System per UL96A, LPI 175, and NFPA 780 lightning protection standards.	\$14,850.00
Install two (2) new BILCO Model S-20 Hatches	\$4,500.00
Terminate the roofing system with TPO and coping cap: • Removal of ~550 feet existing electrical conduit • Installation of wood headers • Extending TPO membrane up and over parapet wall • Termination on outside of wall • Fabrication of 24ga. coping cap in any standard color	\$17,500.00
Reinstall electrical conduit around the perimeter of the roof: • Permit • Installation of new conduit and junction boxes to code • Reconnection of current lights • Installation of NEW timer, and GFI outlets	\$6,500.00
TOTAL:	\$43,350.00

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AGENDA ITEM REPORT



To:

Subject: FL Department of Environmental Protection - Vulnerability Assessment Agreement

Meeting: 08 23 2023 DRAFT WORKSHOP COMMISSION MEETING - Aug 23 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Town has received a grant for \$200,000.00

ATTACHMENTS:

[23PLN74-Town of Pembroke Park Comprehensive Vulnerability Assessment-For Execution](#)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Town of Pembroke Park Comprehensive Vulnerability Assessment	Agreement Number: 23PLN74
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Town of Pembroke Park	Entity Type: Local Government
Grantee Address: 3150 SW 52nd Avenue, Pembroke Park, Florida 33023	FEID: 59-0968454 (Grantee)
3. Agreement Begin Date: 7/1/2022	Date of Expiration: 6/30/2025

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Broward County, Florida
Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the Town of Pembroke Park.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 200,000.00	☒ State ☐ Federal	FY 22-23 GAA 1776	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 200,000.00

6. Department's Grant Manager Name: Christina Rouslin or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-8370 Email: Christina.Rouslin@FloridaDEP.gov	Grantee's Grant Manager Name: J.C. Jimenez or successor Address: Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023 Phone: 954-703-9811 Email: jcjimenez@tppfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fdfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Pembroke Park

GRANTEE

By _____
(Authorized Signature) Date Signed

Geoffrey Jacobs, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Christina Rouslin

DEP QC Reviewer, Lisa Widener

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

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require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
<https://www.myfloridacfo.com/division/aa/vendors/>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.
- k. share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

Attachment 1

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- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

Attachment 1

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

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- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

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287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

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Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN74**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Pembroke Park Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

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Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN74**

ATTACHMENT 3

PROJECT TITLE: Town of Pembroke Park Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Town of Pembroke Park within Broward County, Florida.

PROJECT DESCRIPTION:

The Town of Pembroke Park (Grantee) will complete the Town of Pembroke Park Comprehensive Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a kick-off meeting and an inventory of all critical and regionally significant assets in the project area.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary..

Deliverables: The Grantee will provide the following:

- **1.1:** meeting agenda to include location, date, and time of meeting;
- **1.2:** meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may

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limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** a technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Critical and Regionally Significant Asset Inventory

Description: The Grantee will identify all critical and regionally significant assets meeting the definitions in s. 380.093, F.S. that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** a list or spreadsheet of critical and regionally significant assets that are impacted by flooding and sea level rise, prioritized by area or immediate need, which contains the critical assets attributes required by Exhibit I and identifies which flood scenario(s) impacts each asset; and
- **3.2:** GIS files and associated metadata.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

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- **5.1:** a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **6.3:** all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4:** a signed Vulnerability Assessment Compliance Checklist Certification (Exhibit I).

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2022	3/31/2025
2	Acquire Background Data	Contractual Services	\$55,000	\$ 0	\$55,000	7/1/2022	3/31/2025
3	Critical/Regionally Significant Asset Inventory	Contractual Services	\$10,000	\$ 0	\$10,000	7/1/2022	3/31/2025
4	Exposure Analysis	Contractual Services	\$32,500	\$ 0	\$32,500	7/1/2022	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$32,500	\$0	\$32,500	7/1/2022	3/31/2025
6	Final VA Report	Contractual Services	\$65,000	\$ 0	\$65,000	7/1/2022	3/31/2025
Total:			\$ 200,000	\$ 0	\$ 200,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

Attachment 4

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

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 \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, 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 \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and 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 \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

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By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
Federal Program A				
Federal Program B				

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	State Appropriation Category
Total Award			\$200,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

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**Attachment 6
Page 1 of 2**

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8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

Exhibit A, Page 1 of 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 23PLN74

TOWN OF PEMBROKE PARK COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Pembroke Park

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement # 23PLN74
Page 1

6/30/2023

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Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Exhibit F, DEP Agreement # 23PLN74

Page 2

6/30/2023

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Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 23PLN74

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 23PLN74

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11/19/2021

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN74

Project Title: Town of Pembroke Park Comprehensive Vulnerability Assessment

Grantee: Town of Pembroke Park

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

J.C. Jimenez

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN74

Project Title: Town of Pembroke Park Comprehensive Vulnerability Assessment

Grantee: Town of Pembroke Park

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

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		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Exhibit I

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Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

J.C. Jimenez

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

AGENDA ITEM REPORT



To:

Subject: Finance Consultant - agreement

Meeting: 09 13 2023 DRAFT AGENDA REGULAR COMMISSION MEETING - Sep 13 2023

Department: Finance

Staff Contact: Aleem Ghany, Public Services Director

FINANCIAL IMPACT:

\$7,500 per month

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Finance Consultant](#)

Aleem Ghany, Public Services Director	Status: Approved - Sep 07 2023
Jacobs Horowitz, Interim Town Attorney	Denied - Sep 08 2023
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2023, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

David DiLena Projected Point, Inc., authorized to do business in the State of Florida, with a business address of **140 N.W. 70th Street, #103 Boca Raton, FL 33487** (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The TOWN seeks to engage CONSULTANT, as a professional service provider, as defined in Section 2-121 of the Town's Code of Ordinances; however, the services provided by the CONSULTANT, as more particularly described in Exhibit "A," shall not include any professional services as defined by Section 287.055, F.S.

1.2 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform general financial consulting and finance department assistance, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement and Exhibit "A" this Agreement shall prevail.

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2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the TOWN promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the TOWN.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of TOWN.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution of this Agreement and shall terminate upon completion of the work set forth in Exhibit "A," to the satisfaction of the TOWN.

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon seven (7) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

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COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. The CONSULTANT'S rate of compensation shall be set forth in Exhibit "A."

4.2 TOWN will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

[David M. DiLena Projected Point, Inc.](#)
140 NW 70th Street, #103
Boca Raton, FL 3487

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the TOWN, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

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6.2 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The TOWN's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the TOWN hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TOWN or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TOWN or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager

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of the TOWN nor shall the CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the TOWN's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the TOWN with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the TOWN with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the TOWN. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
- ~~2. Fire Damage Limit (Damage to rented premises) - \$100,000~~
- ~~3. Personal & Advertising Injury Limit - \$1,000,000~~
4. General Aggregate Limit - \$2,000,000
- ~~5. Products & Completed Operations Aggregate Limit - \$2,000,000~~

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The Town of Pembroke Park must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the

scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The Town of Pembroke Park shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the TOWN
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the TOWN
- 7.7.4 CONSULTANTS' policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the TOWN
- 7.7.6 The Town of Pembroke Park shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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7.8 CONSULTANT shall name the TOWN, as an additional insured on each of the General Liability policies required herein and shall hold the TOWN its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to TOWN. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement.

7.10 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the TOWN 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10

PUBLIC RECORDS

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10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the TOWN to perform the service;

10.1.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the TOWN, at no cost to the TOWN, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the TOWN may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

ARTICLE 11 MISCELLANEOUS

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the

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project for which they are made is completed. TOWN hereby agrees to use CONSULTANT's work product for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the benefit of TOWN and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and TOWN designate the following as the respective places for giving of notice:

TOWN: Town Manager
 Town of Pembroke Park
 3150 S.W. 52nd Avenue
 Pembroke Park, Florida 33023
 Telephone No. (954) 966-4600

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Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant ~~David DiLena, CPA~~ Projected Point, Inc.
140 N.W. 70th Street, #103
Boca Raton, FL 33487
Telephone No. ~~(352) 536-0035~~

11.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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11.13 Scrutinized Companies CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

11.13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

11.13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

11.13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

11.13.2.2 Is engaged in business operations in Syria.

11.14 E-Verify CONSUTLANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.14.1 Definitions for this Section:

11.14.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a Flagler or consultant.

11.14.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.14.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S.

Department of Homeland Security's E-Verify System to verify the employment eligibility of:

11.14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

11.14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK, FLORIDA

ATTEST:

MARLEN MARTEL, TOWN CLERK

By: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY

CONSULTANT:

Projected Point, Inc.

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CPA _____ David DiLena,

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **David DiLena, CPA** **as and on behalf of Projected Point, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2023**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

EXHIBIT “A”
(SCOPE OF SERVICES / COMPENSATION)

Scope of Services Outline: Interim Finance Director

This scope of services outlines the responsibilities and expectations for the Interim Finance Director position for an initial period of ~~two~~ four (4) months. After this period, compensation will be re-evaluated based on performance and organizational needs.

The Interim Finance Director will undertake the following responsibilities during the initial ~~two~~four (4) -month period: **Bold items are the main objectives for the initial ~~two~~four (4) -month period.**

- Ensure the organization's financial operations comply with all relevant laws, ~~–and~~ regulations, and recommendation issued by the Florida Legislature Joint Legislative Auding Committee and the Florida Auditor General.
- Collaborate with legal and compliance teams to address compliance issues (if any).
- Ensure compliance with relevant financial regulations and industry standards.
- Oversee and lead the finance team, providing guidance and support.
- Foster a culture of accountability, collaboration, and continuous improvement.
- **Manage staff**, including recruitment, performance evaluations, and **professional development**.
- **Prepare for and manage financial audits, working closely with external auditors.**
- **Maintain financial records and documentation in accordance with audit requirements.**
- Analyze financial data to provide insights and recommendations for improving financial performance.
- **Prepare and manage budgets, forecasts, and financial plans.**
- Ensure accurate and timely financial reporting to senior management.
- Assess financial risks and recommend appropriate risk mitigation strategies.
- **Communicate financial performance, public meetings** and strategic initiatives to the board, senior management, and other stakeholders.

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- Address financial inquiries and provide clear and concise explanations.

Compensation

Compensation for the Interim Finance Director will be set at \$7,500 per month for the initial ~~two~~four (4) -month period. After the initial ~~two~~ four (4) months, compensation will be re-evaluated based on performance and organizational needs. Potential adjustments will be discussed and agreed upon mutually.

Regular performance evaluations will be conducted throughout the interim period, focusing on key deliverables and overall contributions. A review and compensation adjustment discussion will take place at the end of the initial ~~two~~four (4)-month period.

The Interim Finance Director is expected to maintain strict confidentiality regarding all financial matters and sensitive organizational information.

This scope of services outlines the key responsibilities, including staff management, regulatory compliance, and audit preparation, for the Interim Finance Director position. The goal is to ensure effective financial leadership during the initial ~~two~~four (4)-month period and provide a basis for compensation re-evaluation based on performance and organizational needs thereafter.

AGENDA ITEM REPORT



To:

Subject: New Access controls for the Three new doors on the first floor.

Meeting:

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to install all the components for the three new doors. On the first floor

FINANCIAL IMPACT:

This is from a government contract. **GSA # GS-07F-173GA** The cost is \$10,240.44

RECOMMENDATION:

Approve install for the new doors.

ATTACHMENTS:

[Estimate 5734 Pembroke Park](#)
[01 Solicitation \(1\)](#)
[FBONotification](#)
[ER Tech Package GSA](#)
[MAS Consolidation Industry FAQ-1](#)
[sf30 ER TECH](#)

	Status:
Christian Noel, Accounts Payable	Approved - Aug 31 2023
Jacobs Horowitz, Interim Town Attorney	Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

Estimate

Date	Estimate #
8/25/2023	5734

Estimate Valid For:

30 DAYS

Name / Address

Pembroke Park Police Department
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Project Site

Pembroke Park Police Department
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Item	Description	Qty	Rate	Total
	GSA Contract # GS-07F-173GA			
Master Tech (GSA)	Master Technician (GSA)	70	121.91	8,533.70
Project manager (GSA)	Project manager (GSA)	14	121.91	1,706.74
	SOW: Labor to run 1 composite cable from the head end to each of the 3 doors. Labor to install a magnet on the chamber doors, back door, and 2 magnets on the front door. Labor to install a PIR and REX on each door. Labor to install a cable for the reader. Labor to install 2 12/24V power supplies with Fire alarm relays. Labor to install (2) cables from the access control canister to the nearest Fire alarm relay.			
	Permitting fee's not included and will be passed on at cost.			
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforeseen price increases, discontinued products or additional labor and materials which may be required should problems arise.		Subtotal \$10,240.44		
		Sales Tax (0.0%) \$0.00		
Phone #	E-mail	Follow us on Instagram Broadcast_Systems		
(561) 578-4964	admin@broadcastsystemsinc.com			
		Total \$10,240.44		

Solicitation Document

Title : **Multiple Award Schedule**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0001**

Created on January 29, 2020

Introduction

A. Solicitation Number: 47QSMD20R0001

B. Refresh Number: 0001

C. For an outline of significant changes. Please see "Significant Changes" attachment

D. Download the solicitation from link here:

<https://www.fbo.gov/spg/GSA/FSS/FCI/47QSMD20R0001/listing.html>

We appreciate your interest in the Multiple Award Schedule (MAS) Program.

Under MAS, the General Services Administration (GSA) establishes long-term Government-wide contracts with commercial firms to provide government buyers with access to a wide variety of commercial supplies, services, and solutions.

Before you submit your offer, please visit the MAS Roadmap (www.gsa.gov/masroadmap). This page will help you understand the offer submission process, what it means to have a Schedule contract and if it is right for you. The Roadmap also contains links to relevant solicitation templates and attachments. Please familiarize yourself with this information prior to completing your offer in GSAs eOffer system (<http://eoffer.gsa.gov>).

All offers shall be submitted electronically via eOffer at <http://eoffer.gsa.gov>. Please visit the eOffer site for the latest information on how to access the system and submit an offer. Additional industry guidance can be found at the Vendor Support Center (<http://vsc.gsa.gov>).

Points of Contact: Please visit the following page to identify the appropriate point of contact:

<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/we-are-here-to-help>

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulation(s) from previous refresh are listed below

Number	Title	Clause/Provision
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) (DEVIATION I - JUL 2008)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) (DEVIATION I - JUL 2008)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006) (DEVIATION I - JUL 2008)	Clause
CI-FSS-056	FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)	Clause

The added regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
52.216-18	ORDERING (OCT 1995)	Clause

The updated regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
--------	-------	------------------

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
-------	-----------	-------------------

The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
-------	-----------	-------------------

Note: Regulation CP-FSS-2

In addition to the changes noted above, the following regulations have been modified:

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (OCT 2018)

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007).

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2007) (DEVIATION - FEB 2018).

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL NEW OFFERORS (DEC 2019)

SCP-FSS-007 SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (DEC 2019)

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Section I. Offer Preparation Instructions and Evaluation Criteria

This section outlines the information that all offerors must provide to GSA in order to be considered for award under the MAS.

The solicitation provision SCP-FSS-001 will outline the administrative, technical and pricing elements that are required as part of all offer submissions.

Additional information or requirements that apply to specific categories of products and services are noted in the specific category attachments included as part of the solicitation package on FBO. Please make sure you know what large category or categories and Special Item Number/s (SIN/s) you will be submitting under your offer, prior to beginning the eOffer process and submitting your offer. The specific large categories, subcategories, and SINs will dictate additional requirements for your offer and additional clause requirements that will flow down to your contract. Please read these instructions and requirements thoroughly. All this information will be reviewed as part of your Schedule offer. All offer information must be submitted in the GSA eOffer system (<http://eoffer.gsa.gov>).

SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL NEW OFFERORS (DEC 2019)

- (a) Read the entire solicitation document prior to preparing your offer. The Government will consider award for a responsible Offeror whose offer conforms to all solicitation requirements, is determined technically acceptable and whose prices are determined fair and reasonable. The Government reserves the right to award or reject without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.
- (b) Electronic submission of offers via GSA's [eOffer web-based application](#) is mandatory. Digital certificates are required in order to use eOffer and at least one employee of the company who is also an authorized negotiator must obtain and submit a screenshot of a digital certificate with the offer. Offerors are advised to review the Offer Documents Submission Checklist posted on the [MAS roadmap](#) site prior to submitting an offer.
- (c) Offers must be current, accurate, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer:
 - (1) The offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless explicitly identified in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module)
 - (2) The offeror attests that it understands and agrees to comply with the requirements of all clauses and provisions. Failure to comply with applicable clauses and provisions will result in rejection of the offer. Offerors are responsible for ensuring that their offers meet ALL solicitation requirements and should not assume that deficient items will be clarified prior to the offer being rejected.
 - (3) The offeror attests that it understands and agrees to comply with the requirements of clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in Transactional Data Reporting (TDR) (see paragraph (g) below for more information on TDR).
- (d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.
- (e) Existing Federal Supply Schedule (FSS) Program Contractors can submit streamlined offers as

annotated in this provision provided that the contractor meets ALL of the following criteria:

- (1) The contractor has an active FSS program contract under this Schedule and is submitting a new offer for the same Special Item Numbers (SINs).
- (2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.
- (3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(f) A current FSS contractor can submit an offer for a new contract under this Schedule at any time during the existing contract's period of performance. Typically, the award of a new contract will result in the cancellation of the existing contract upon award. However, if the contractor has one or more active Blanket Purchase Agreements (BPAs) or orders under its existing contract; or has submitted quotes for either and is awaiting an award decision), it is eligible for the award of a new contract that is allowed to overlap and run alongside the existing one. This is referred to as holding continuous contracts.

Holding continuous contracts enables the FSS contractor to complete work under BPAs and orders awarded via the existing contract, while utilizing the new contract for new business opportunities. A contractor that wishes to hold continuous contracts must:

- (1) Indicate with its offer that it wishes to hold continuous contracts, along with a listing of all active submitted quotes, established BPAs, and awarded orders under the existing contract. For each, the contractor must include the ordering activity name and point of contact, RFQ/BPA/order number and period of performance (including options).
- (2) Assist the FSS contracting officer in determining the proper cancellation date for the existing contract. The existing contract is to be cancelled the day after the final day of the ordering period for the active BPA or order (including options). In situations where multiple BPAs and/or orders are active, the cancellation date should be based on the last remaining BPA or order, provided that they do not extend beyond the existing contract end date.
- (3) Agree not to use the existing contract to compete for new business opportunities after the new contract is awarded.

(g) This solicitation includes Transactional Data Reporting (TDR), which requires contractors that choose to participate in TDR to electronically report the price the federal government paid for an item or services purchased through contracts covered by TDR. TDR participants are not required to provide Commercial Sales Practices (CSP) disclosures or to monitor price reduction violations in accordance with Clause 552.238-81 Price Reductions. Special proposal instructions for TDR participants are detailed in this provision.

(h) In addition to compliance with the requirements of this provision, the offeror must also comply with any additional NAICS or category specific instructions specified in the solicitation, as applicable. Failure to comply with all proposal instructions will result in rejection of the offer.

(i) Withdrawal of Offer: The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(j) All offerors must comply with the following (unless annotated otherwise):

(1) Section I – Administrative/Contract Data

i. Applicable to both products and services offers. The offeror must complete and submit the Pathway to Success training*. The Pathway to Success training must be completed by a designated Authorized Negotiator who is also a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the Pathway to Success training and the date of completion.

* The requirement to complete the Pathway to Success training does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both products and services offers. The offeror must complete and submit the Readiness Assessment for Prospective Offerors*. The Readiness Assessment must be completed by a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

*The requirement to complete the Readiness Assessment for Prospective Offerors does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. Applicable to both products and services offers. The offeror must be registered with the [System for Award Management](#) (SAM). The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the products/services proposed. The offeror must provide verification that it has an active SAM registration

iv. Applicable to both products and services offers. If an offeror was previously awarded a Schedule contract, and it was subsequently cancelled or allowed to expire due to low sales, provide a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

(A) A copy of the cancellation letter or notification of determination not to exercise an

option.

(B) Current Federal sales (either as a prime or subcontractor) in excess of \$25,000, for products/services that are within scope of this Schedule, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided, OR a written customer agency request for the offeror's specific products or services to be available on Schedule.

(C) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 Contract Sales Criteria.

(D) A narrative describing your marketing strategy and steps you will take to ensure you meet the minimum sales requirement (limit 2 pages).

v. Applicable to both product and service offers. The offeror must provide annual financial statements* for the previous two-years (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 Contractor Qualifications and Financial Information does not meet the aforementioned requirements, and 2.) offerors shall NOT submit tax returns.

*The requirement to provide financial statements does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

vi. Applicable to both product and service offers. If the Offeror is other than a small business, the offeror must prepare and submit a Small Business Subcontracting Plan, as detailed in clause 52.219-9 Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall be submitted through the Subcontracting Module in eOffer. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

The preponderance of work NAICS will determine the business size of the offeror at the contract level.

The following information is provided for reference only:

SBA's definition of a small business concern can be found via the following link: [SBA Size Standards](#).

GSA's subcontracting goals can be found via the following link: [GSA Subcontracting Goals](#).

vii. Applicable to both product and service offers. The offeror shall not submit brochures, newsletters, or other marketing materials.

viii. Applicable to both product and service offers. An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations). If an agent will have signatory authority under the contract, the offeror must upload a screenshot of the agent's digital certificate.

ix. Applicable to both product and service offers. Section 508 Standards. Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit the [Section 508](#) site.

x. Applicable to product and service offers. All proposed products and services must comply with the Trade Agreements Act (TAA). The country of origin for services is the country in which the firm providing services is established. It is the responsibility of the Offeror to identify the product's country of origin. When an item consists of components from various countries and the components are assembled in an additional country, a test to determine country of origin is "substantial transformation" (reference FAR 25.001(c)(2)). The Offeror may request an opinion from a third-party expert or make the determination itself. Offerors can go to The Office of Regulations and Rulings within [U.S. Customs and Border Protection](#) (CBP), which is the Federal agency responsible for making final substantial transformation determinations (reference 19 CFR Part 177 Subpart B).

xi. Applicable to product offers. If the offeror is not the manufacturer of the product(s) being proposed, an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply must be uploaded to eOffer. See clause I-FSS-644 Dealers and Suppliers and the solicitation for required language. If the Government determines that the offeror's evidence of an uninterrupted source of supply is not sufficient, the Government will request submission of a Letter of Commitment/Supply. Failure to provide an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply may result in rejection of the offer.

xii. Applicable to product offers. AbilityOne Program Products. The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission. Certain commercial products are considered "essentially the same" (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the [procurement list](#). For more information on the AbilityOne

Program, ETS products, and becoming an authorized AbilityOne distributor, please visit the [AbilityOne](#) site or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

xiii. Applicable to product offers. Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the offer may be rejected and/or the associated product(s) may not be awarded.

xiv. Applicable to product offers. GSA Advantage Purchase Order (PO Portal). The offeror must use EDI, cXML or the GSA Advantage [Purchase Order \(PO\) Portal](#) to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The GSA Advantage [Purchase Order \(PO\) Portal](#) gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies. For more information on the PO portal review the PO Portal [help guide](#).

xv. Applicable to product offers. Frustrated Freight (applicable only to overseas delivery). The offeror must demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offeror does not provide a sample packaging label for international delivery.

(2) Section II – Technical Proposal

The offeror must address the four technical proposal factors below. Note that Factors One, Three and Four must be completed directly through eOffer. The submission of uploaded documents to address Factors One, Three and Four will not be considered.

i. Applicable to both product and service offers. Factor One - Corporate Experience*: The offeror must provide a narrative description of its corporate experience including all information below. Note that the narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Corporate Experience will not be considered.

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed. A minimum of two (2) years of corporate experience is required.

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational (e.g. organizational chart,

list of key departments) and accounting controls (e.g. processes and/or systems in place),

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of the marketing strategy that will be used to reach Federal ordering activities,

(G) A description of the intended use of subcontractors.

*The requirement to provide a Corporate Experience narrative does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both product and service offers. Factor Two - Past Performance*: Past performance information is one indicator of an offeror's ability to perform the contract successfully. Offerors shall demonstrate a pattern of past performance in accordance with the instructions below. Failure to submit the required information may result in rejection of the proposal.

(A) Offerors with three (3) or more contractor performance assessment reports available in the federal Contractor Performance Assessment Reporting System (CPARS) shall verify in eOffer that they have three (3) or more assessment reports available in CPARS that represent:

- (1) contracts or orders completed within three (3) years of the date of offer submission;
- (2) at least three (3) distinct orders and/or contracts; and
- (3) work similar in scope to products/services included in this solicitation.

The offeror shall address any negative feedback in the contractor performance assessment reports not previously documented in the CPARS report. Offerors may access [CPARS](#) to view previously completed evaluations.

If unable to meet these criteria, the offer shall submit a Past Performance Evaluation in accordance with paragraph (B) below.

(B) **Attention All Offerors:** Open Ratings is no longer accepting new orders for Past Performance Evaluations as of Friday, December 06, 2019. Offerors that ordered an Open Ratings Past Performance Evaluation on or before December 06, 2019 may use the evaluation to demonstrate a pattern of Past Performance if the Open Ratings Past Performance Evaluation uploaded to the offer is dated within one (1) year of offer submission. Offerors with six (6) or more customer references that do not meet the criteria in paragraph (A) shall order and obtain a Past Performance Evaluation from Open Ratings. The offeror shall upload one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (identifying the customer references

submitted) with its proposal in eOffer. The following applies to the ordering of Open Ratings reports:

- (1) Offerors are responsible for payment to Open Ratings for the Past Performance Evaluation.
- (2) Past Performance Evaluations are valid for a period of one year from the date of issuance by Open Ratings. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.
- (3) The offeror shall include between six (6) and twenty customer references on the Open Ratings order form. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects similar in scope to products/services included in this solicitation.

If Open Ratings is unable to issue an evaluation due to inadequate response from customer references, the offeror shall submit the neutral letter issued by Open Ratings along with a copy of the order form.

The offeror shall address any negative feedback for each of the feedback categories contained in the contractor performance assessment found in the Open Ratings report, to include actions taken to minimize the problems that resulted in the negative feedback.

If unable to meet these criteria, the offeror shall submit a Past Performance narrative in accordance with paragraph (C) below.

(C) Offerors that do not meet the criteria in paragraph (A) or (B) above shall upload a list of three (3) to five (5) relevant customer references to eOffer. Relevant customer references are defined as customers for which the offeror has performed work similar in scope to products/services included in this solicitation. The work referenced must have been completed within three (3) years of the date of offer submission. For each reference listed, the offeror shall identify the following:

- (1) Customer name;
- (2) Customer point of contact (including name, phone, and email address);
- (3) Brief description of work performed and the offeror's role;
- (4) Dollar value of project; and
- (5) Period of performance.

If the offeror does not have at least three (3) customer references, the offeror may substitute customer references for relevant work performed by predecessor companies or key personnel. Offeror's are strongly encouraged to notify all customer references prior to offer submission that they may be contacted by GSA for past performance information.

*The requirement to provide Past Performance Information does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. Applicable to both product and service offers. Factor Three - Quality Control: The offeror must provide a Quality Control narrative that addresses the information below. The offeror shall provide a single narrative for this factor, regardless of the number of products/services offered. Note that this narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Quality Control will not be considered.

- (A) A description of internal review procedures that facilitate high-quality standards,
- (B) Identification of individuals responsible for ensuring quality control,
- (C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,
- (D) How potential problem areas and solutions are handled,
- (E) The procedures for ensuring quality performance when meeting urgent requirements,
- (F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

iv Applicable to service offers. Factor Four – Relevant Project Experience: The offerors must submit a narrative demonstrating relevant project experience by responding to the Relevant Project Experience prompts in eOffer. A narrative is required for each proposed services SIN when proposing services and must include the following:

- (A) A description of one (1) relevant project, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed. Note: Specific services may have additional requirements under Factor Four. Offerors shall also refer to NAICS or category specific instructions, for additional Factor Four requirements.

The project description must also address the following elements:

- (1) Detailed description of SIN relevant work performed and results achieved
- (2) Methodology, tools, and/or processes utilized in performing the work
- (3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- (6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN relevant work. All examples of completed services must have been deemed acceptable by the customer.

If the Offeror was previously awarded a Schedule contract for these services that was cancelled or allowed to expire due to low or no sales, the Offeror's relevant project must be a Federal prime contract valued in excess of \$25,000.

(B) For each project description, must also provide the following customer reference information (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project
- (4) Point of contact phone number and email
- (5) Project performance period (include begin/end dates)
- (6) Dollar value of the entire project
- (7) Dollar value received for the work performed relevant to the SIN offered
- (8) Brief summary of the project as a whole (i.e., background, purpose, etc.)

(9) A completed copy of the Statement of Work, Performance Work Statement or Statement of Objectives for the project

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

* This requirement does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

(3) Section III – Price Proposal

i. Applicable to both product and service offers. GSA's pricing goal** is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing that is not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

**This requirement does not apply to offerors/contractors that will be participating in TDR.

ii. Applicable to both product and service offers. Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template (PPT) MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-81 Price Reductions.**

**The requirement to provide MFC information on the PPT does not apply to TDR participants.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in the TDR). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. Applicable to both product and service offers. Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, or quote sheets, and must be submitted with the offer. There must be a clear and relevant relationship between the

supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.**

**The requirement to provide supporting documentation with the offer does not apply to offerors/contractors that will be participating in the TDR. However, as per GSAM 538.270-2 Evaluation of offers with access to transactional data, paragraph (c)(3), if the Government cannot determine the prices offered to be fair and reasonable based on readily available data or market research, it may request the offeror provide other than certified cost or pricing data to facilitate the Government's evaluation of the proposed pricing.

iv. Applicable to both product and service offers. If the pricing offered is not equal to or better than the pricing extended to the Most Favored (commercial) Customer, offerors must provide a rationale to enable the contracting officer to determine that offered prices/rates are fair and reasonable.**

**This requirement does not apply to offerors/contractors that will be participating in the TDR.

v. Applicable to both product and service offers. The offeror must propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a published or publicly-available commercial price list, submit a copy of the company's current, dated, price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 Economic Price Adjustment – Multiple Award Schedule Contracts.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule. The offeror must either propose a fixed annual escalation rate in accordance with I-FSS-969 paragraph (b)(1) OR propose a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index(ECI)) in accordance with I-FSS-969 paragraph (b)(2).

vi. Applicable to both product and service offers. Complete the Commercial Sales Practices Format (CSP-1)** in eOffer in accordance with instructions provided in GSAR Figure 515.4-2. Provide a rationale for the given estimate of GSA contract annual sales. Any deviation from the Offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations under Item 4b of the CSP.

**The requirement to complete the CSP-1 does not apply to offerors/contractors that will be participating in the TDR.

vii. Applicable to both product and service offers. Full-Product and Broad-Service Offerings. The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the offeror or proposed product/service offering.

viii. Applicable to both product and service offers. Fair and Reasonable Pricing. To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.**

**Attention Offerors/contractors that will be participating in TDR:

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that are not highly competitive will not be determined fair and reasonable and will not be accepted.

ix. Applicable to service offers. Offerors proposing services have the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation, which may include published and publicly-available commercial price lists, copies of invoices, contracts and quote sheets. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed service and submitted with the offer.

(A) For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the Offeror's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree).

(B) For each proposed training course, the Offeror must provide a detailed training course description which includes the following information:

- (1) Title and brief description of the course, including major course objectives
- (2) Length of course (number of hours/days)
- (3) Minimum/Maximum number of participants
- (4) Price for additional students above minimum (if applicable)
- (5) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)

(C) Fixed Price Services: Provide a description for each fixed price service offered that clearly demonstrates how each service is within scope of the applicable SIN(s). Descriptions should contain sufficient detail to ensure ordering agencies have enough information to know what they're buying.

(D) Ancillary Supplies and Services/Other Direct Costs (ODCs) for Marketing and Public Relations Services: Provide a description for all known support products and/or Other Direct Costs (ODCs) that are proposed for award at the Schedule level that clearly describes what the ordering agencies are buying.

(E) Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF).

x. Applicable to service offers. Offerors must submit a Professional Compensation Plan in

accordance with provision 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient.

xi. Applicable to service offers. Offerors must submit a copy of its policy that addresses uncompensated overtime, in accordance with provision 52.237-10 Identification of Uncompensated Overtime.

xii. Applicable to service offers. Service Contract Labor Standards: Applicable to this solicitation (Service Contract Labor Standards 52.222-41, and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49, and 52.222-55)

(A) The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to some nonprofessional services to be provided under this Schedule excluding pricing offered for services outside of the United States. The SCLS wage determinations applicable to this solicitation and resultant contract are located on the [MAS roadmap](#) site. Some of the proposed labor categories may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (i.e., nationwide); the Offeror will be required to comply with applicable SCLS wage determination locality rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct price analysis to determine that offered prices are fair and reasonable.

(B) Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCLS Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. Task orders may not incorporate WDs different from those incorporated into the Schedule contract, as the order may then be in conflict with the Schedule contract terms and conditions. However, Schedule contractors shall comply with the WDs incorporated into the Schedule contract based on the rate applicable to the locality in which the work is to be performed, regardless of the pricing proposed and awarded on the contract. WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated into and no other orders under that Schedule contract.

(C) In the price proposal template (PPT), indicate which of the proposed labor categories or fixed price services are subject to the SCLS by placing a double asterisk (**) next to the labor category name or fixed price service.

(D) For each SCLS eligible contract labor category or fixed price service, complete the following information in the below spreadsheet format directly in eOffer (labor categories shown are for example purposes):

SCA/SCLS Matrix		
SCLS Eligible Contract Labor Category/Fixed Price Service	SCLS Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059

Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(E) The following language shall be inserted below the SCLS/SCA matrix in the authorized price list posted on GSA Advantage:

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide)."

(F) Escalation of SCLS-covered services shall be in accordance with FAR clause [52.222-43](#) and either clause I-FSS-969 or clause 552.216-70, as applicable to the contract.

Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations. Contractor may be required to furnish the Schedule Contracting Officer with additional justification for a price increase. Additional justification may include, but is not limited to, invoices, payroll information, current e98s, RFQ, and/or task order information.

Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract.

Note 3: Until such time as the System for Award Management (SAM) is updated to include the representation required by FAR provision 52.204-24 Representation Regarding Telecommunications and Video Surveillance Services or Equipment paragraph (c), offerors must upload their representation to eOffer prior to submitting an offer. If applicable, offerors must also upload the disclosures required by FAR 52.204-24 paragraph (d) to eOffer.

This provision is included above for instructional purposes; this provision is also located within the body of the solicitation.

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) *Definition.* As used in this provision —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via —

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government..

(f) Do not delay submission of the offer pending receipt of a CAGE code.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
[4.1804\(a\)](#)

(a) *Definitions.* As used in this provision —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States

and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “doing business as” name)

Begin Regulation

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) [4.1804\(d\)](#)

(a) *Definitions.* As used in this provision —

“*Commercial and Government Entity (CAGE) code*” means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“*Predecessor*” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____
(Do not use a “doing business as” name)

Begin Regulation

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency’s purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN’s).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government’s procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN’s).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN’s which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) <http://www.sam.gov>. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.nist.gov/itl>. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, <http://www.gsa.gov>.

(f) GSA Advantage![®].

(1) GSA Advantage![®] uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage![®] enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage![®] may be accessed via the GSA Home Page. The Internet address is: <http://www.gsa.gov>.

Begin Regulation

**552.238-104 DISSEMINATION OF INFORMATION BY
CONTRACTOR (MAY 2019)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

**552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY
SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS**

Solicitation No. 47QSMD20R0001 Refresh 0001

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various

SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

Begin Regulation

552.238-71 Notice of Total Small Business Set-Aside (May 2019)

FAR clause 52.219-6, Notice of Total Small Business Set-Aside applies to the following: 314110SBSA 337127CSB 337122SBSA 3FURNISH 337122OSB 337127CFSB 337127CISB 337127LFSB 337127TLSB 337215MSB 337215SBSA 33721RSB 33721SBSA 561320SBSA 3331SBSA 339999ASB 323111SBSA 492210SB .

Begin Regulation

552.238-72 INFORMATION COLLECTION REQUIREMENTS (MAY 2019)

The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

Begin Regulation

552.238-75 EVALUATION-COMMERCIAL ITEMS (FEDERAL SUPPLY SCHEDULE) (MAY 2019)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202 1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Begin Regulation

552.238-76 Use of Non-Government Employees to Review Offers (May 2019)

(a) The Government may employ individual technical consultants/advisors/contractors from the below listed organizations to review limited portions of the technical, management and price proposals to

assist the government in both pre-award and post-award functions. *[The contracting officer should insert a list of organizations used to review solicitation responses and execute a non-disclosure and organizational conflict of interest statement for all individuals conducting reviews.]*

To be determined at the task order level

(b) These representatives will be used to advise on specific technical, management, and price matters and shall not, under any circumstances, be used as voting evaluators. However, the Government may consider the advice provided in its evaluation process. In addition, Contractor personnel may be used in specific contract administration tasks (e.g., administrative filing, review of deliverables, etc.).

(c) If individual technical consultants/advisors/contractors are utilized as described in (b) above, they will be required to execute a non-disclosure and organizational conflict of interest statements.

Begin Regulation

**552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED
FEDERAL SUPPLY SCHEDULE (FSS) PRICE LISTS (MAY 2019)**

(a) *Definition.* For the purposes of this clause, the Mailing List is _____.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(1) The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either;

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.

(c) The Contractor shall make all of the distributions required in this paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

Begin Regulation

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Begin Regulation

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

Begin Regulation

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.238-88 GSA ADVANTAGE![®] (MAY 2019)

(a) The Contractor shall participate in the GSA Advantage![®] online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, *Electronic Commerce*.

(b) The Contractor shall refer to contract clauses 552.238-77, *Submission and Distribution of Authorized FSS Price Lists* (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, *Modifications* (which addresses electronic file updates).

Begin Regulation

1

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, *Option to Extend the Term of the Contract (Evergreen)*, canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by The specified cut-off date and time established in the request for Final Proposal Revision (FPR).

Begin Regulation

**SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERORS
(DEC 2019)**

(a) Read the entire solicitation document prior to preparing your offer. The Government will consider award for a responsible Offeror whose offer conforms to all solicitation requirements, is determined technically acceptable and whose prices are determined fair and reasonable. The Government reserves the right to award or reject without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

(b) Electronic submission of offers via GSA's [eOffer web-based application](#) is mandatory. Digital certificates are required in order to use eOffer and at least one employee of the company who is also an authorized negotiator must obtain and submit a screenshot of a digital certificate with the offer. Offerors are advised to review the Offer Documents Submission Checklist posted on the [MAS roadmap](#) site prior to submitting an offer.

(c) Offers must be current, accurate, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer:

(1) The offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless explicitly identified in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module)

(2) The offeror attests that it understands and agrees to comply with the requirements of all clauses and provisions. Failure to comply with applicable clauses and provisions will result in rejection of the offer. Offerors are responsible for ensuring that their offers meet ALL solicitation requirements

and should not assume that deficient items will be clarified prior to the offer being rejected.

(3) The offeror attests that it understands and agrees to comply with the requirements of clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in Transactional Data Reporting (TDR) (see paragraph (g) below for more information on TDR).

(d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.

(e) Existing Federal Supply Schedule (FSS) Program Contractors can submit streamlined offers as annotated in this provision provided that the contractor meets ALL of the following criteria:

(1) The contractor has an active FSS program contract under this Schedule and is submitting a new offer for the same Special Item Numbers (SINs).

(2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.

(3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(f) A current FSS contractor can submit an offer for a new contract under this Schedule at any time during the existing contract's period of performance. Typically, the award of a new contract will result in the cancellation of the existing contract upon award. However, if the contractor has one or more active Blanket Purchase Agreements (BPAs) or orders under its existing contract; or has submitted quotes for either and is awaiting an award decision), it is eligible for the award of a new contract that is allowed to overlap and run alongside the existing one. This is referred to as holding continuous contracts.

Holding continuous contracts enables the FSS contractor to complete work under BPAs and orders awarded via the existing contract, while utilizing the new contract for new business opportunities. A contractor that wishes to hold continuous contracts must:

(1) Indicate with its offer that it wishes to hold continuous contracts, along with a listing of all active submitted quotes, established BPAs, and awarded orders under the existing contract. For each, the contractor must include the ordering activity name and point of contact, RFQ/BPA/order number and period of performance (including options).

(2) Assist the FSS contracting officer in determining the proper cancellation date for the existing contract. The existing contract is to be cancelled the day after the final day of the ordering period for the active BPA or order (including options). In situations where multiple BPAs and/or orders are active, the cancellation date should be based on the last remaining BPA or order, provided that they do not extend beyond the existing contract end date.

(3) Agree not to use the existing contract to compete for new business opportunities after the new contract is awarded.

(g) This solicitation includes Transactional Data Reporting (TDR), which requires contractors that choose to participate in TDR to electronically report the price the federal government paid for an item or services purchased through contracts covered by TDR. TDR participants are not required to provide Commercial Sales Practices (CSP) disclosures or to monitor price reduction violations in accordance with Clause 552.238-81 Price Reductions. Special proposal instructions for TDR participants are detailed in this provision.

(h) In addition to compliance with the requirements of this provision, the offeror must also comply with any additional NAICS or category specific instructions specified in the solicitation, as applicable. Failure to comply with all proposal instructions will result in rejection of the offer.

(i) Withdrawal of Offer: The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(j) All offerors must comply with the following (unless annotated otherwise):

(1) Section I – Administrative/Contract Data

i. Applicable to both products and services offers. The offeror must complete and submit the Pathway to Success training*. The Pathway to Success training must be completed by a designated Authorized Negotiator who is also a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the Pathway to Success training and the date of completion.

* The requirement to complete the Pathway to Success training does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both products and services offers. The offeror must complete and submit the Readiness Assessment for Prospective Offerors*. The Readiness Assessment must be completed by a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

*The requirement to complete the Readiness Assessment for Prospective Offerors does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. Applicable to both products and services offers. The offeror must be registered with the [System for Award Management \(SAM\)](#). The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the products/services proposed. The offeror must provide verification that it has an active SAM registration

iv. Applicable to both products and services offers. If an offeror was previously awarded a Schedule contract, and it was subsequently cancelled or allowed to expire due to low sales, provide a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

(A) A copy of the cancellation letter or notification of determination not to exercise an option.

(B) Current Federal sales (either as a prime or subcontractor) in excess of \$25,000, for products/services that are within scope of this Schedule, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided, OR a written customer agency request for the offeror’s specific products or services to be available on Schedule.

(C) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 Contract Sales Criteria.

(D) A narrative describing your marketing strategy and steps you will take to ensure you meet the minimum sales requirement (limit 2 pages).

v. Applicable to both product and service offers. The offeror must provide annual financial statements* for the previous two-years (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 Contractor Qualifications and Financial Information does not meet the aforementioned requirements, and 2.) offerors shall NOT submit tax returns.

*The requirement to provide financial statements does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

vi. Applicable to both product and service offers. If the Offeror is other than a small business, the offeror must prepare and submit a Small Business Subcontracting Plan, as detailed in clause 52.219-9 Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall be submitted through the Subcontracting Module in eOffer. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

The preponderance of work NAICS will determine the business size of the offeror at the contract level.

The following information is provided for reference only:

SBA's definition of a small business concern can be found via the following link: [SBA Size Standards](#).

GSA's subcontracting goals can be found via the following link: [GSA Subcontracting Goals](#).

vii. Applicable to both product and service offers. The offeror shall not submit brochures, newsletters, or other marketing materials.

viii. Applicable to both product and service offers. An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations). If an agent will have signatory authority under the contract, the offeror must upload a screenshot of the agent's digital certificate.

ix. Applicable to both product and service offers. Section 508 Standards. Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit the [Section 508](#) site.

x. Applicable to product and service offers. All proposed products and services must comply with the Trade Agreements Act (TAA). The country of origin for services is the country in which the firm providing services is established. It is the responsibility of the Offeror to identify the product's country of origin. When an item consists of components from various countries and the components are assembled in an additional country, a test to determine country of origin is "substantial transformation" (reference FAR 25.001(c)(2)). The Offeror may request an opinion from a third-party expert or make the determination itself. Offerors can go to The Office of Regulations and Rulings within [U.S. Customs and Border Protection](#) (CBP), which is the Federal agency responsible for making final substantial transformation determinations (reference 19 CFR Part 177 Subpart B).

xi. Applicable to product offers. If the offeror is not the manufacturer of the product(s) being proposed, an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply must be uploaded to eOffer. See clause I-FSS-644 Dealers and Suppliers and the solicitation for required language. If the Government determines that the offeror's evidence of an uninterrupted source of supply is not sufficient, the Government will request submission of a Letter of Commitment/Supply. Failure to provide an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply may result in rejection of the offer.

xii. Applicable to product offers. AbilityOne Program Products. The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission. Certain commercial products are considered "essentially the same" (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the [procurement list](#). For more information on the AbilityOne Program, ETS products, and becoming an authorized [AbilityOne](#) distributor, please visit the AbilityOne site or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

xiii. Applicable to product offers. Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the offer may be rejected and/or the associated product(s) may not be awarded.

xiv. Applicable to product offers. GSA Advantage Purchase Order (PO Portal). The offeror must use EDI, cXML or the GSA Advantage [Purchase Order \(PO\) Portal](#) to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The GSA Advantage [Purchase Order \(PO\) Portal](#) gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBay. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies. For more information on the PO portal review the PO Portal [help guide](#).

xv. Applicable to product offers. Frustrated Freight (applicable only to overseas delivery). The offeror must demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offeror does not provide a sample packaging label for international delivery.

(2) Section II – Technical Proposal

The offeror must address the four technical proposal factors below. Note that Factors One, Three and Four must be completed directly through eOffer. The submission of uploaded documents to address Factors One, Three and Four will not be considered.

i. Applicable to both product and service offers. Factor One - Corporate Experience*: The offeror must provide a narrative description of its corporate experience including all information below. Note that the narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Corporate Experience will not be considered.

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed. A minimum of two (2) years of corporate experience is required.

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational (e.g. organizational chart, list of key departments) and accounting controls (e.g. processes and/or systems in place),

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of the marketing strategy that will be used to reach Federal ordering activities,

(G) A description of the intended use of subcontractors.

*The requirement to provide a Corporate Experience narrative does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both product and service offers. Factor Two - Past Performance*: Past performance information is one indicator of an offeror's ability to perform the contract successfully. Offerors shall demonstrate a pattern of past performance in accordance with the instructions below. Failure to submit the required information may result in rejection of the proposal.

(A) Offerors with three (3) or more contractor performance assessment reports available in the federal Contractor Performance Assessment Reporting System (CPARS) shall verify in eOffer that they have three (3) or more assessment reports available in CPARS that represent:

(1) contracts or orders completed within three (3) years of the date of offer submission;

(2) at least three (3) distinct orders and/or contracts; and

(3) work similar in scope to products/services included in this solicitation.

The offeror shall address any negative feedback in the contractor performance assessment reports not previously documented in the CPARS report. Offerors may access [CPARS](#) to view previously completed evaluations.

If unable to meet these criteria, the offer shall submit a Past Performance Evaluation in accordance with paragraph (B) below.

(B) **Attention All Offerors:** Open Ratings is no longer accepting new orders for Past Performance Evaluations as of Friday, December 06, 2019. Offerors that ordered an Open Ratings Past Performance Evaluation on or before December 06, 2019 may use the evaluation to demonstrate a pattern of Past Performance if the Open Ratings Past Performance Evaluation uploaded to the offer is dated within one (1) year of offer submission. Offerors with six (6) or more customer references that do not meet the criteria in paragraph (A) shall order and obtain a Past Performance Evaluation from Open Ratings. The offeror shall upload one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (identifying the customer references submitted) with its proposal in eOffer. The following applies to the ordering of Open Ratings reports:

(1) Offerors are responsible for payment to Open Ratings for the Past Performance Evaluation.

(2) Past Performance Evaluations are valid for a period of one year from the date of issuance by Open Ratings. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.

(3) The offeror shall include between six (6) and twenty customer references on the Open Ratings order form. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects similar in scope to products/services included in this solicitation.

If Open Ratings is unable to issue an evaluation due to inadequate response from customer references, the offeror shall submit the neutral letter issued by Open Ratings along with a copy of the order form.

The offeror shall address any negative feedback for each of the feedback categories contained in the contractor performance assessment found in the Open Ratings report, to include actions taken to minimize the problems that resulted in the negative feedback.

If unable to meet these criteria, the offeror shall submit a Past Performance narrative in accordance with paragraph (C) below.

(C) Offerors that do not meet the criteria in paragraph (A) or (B) above shall upload a list of three (3) to five (5) relevant customer references to eOffer. Relevant customer references are defined as customers for which the offeror has performed work similar in scope to products/services included in this solicitation. The work referenced must have been completed within three (3) years of the date of offer submission. For each reference listed, the offeror shall identify the following:

- (1) Customer name;
- (2) Customer point of contact (including name, phone, and email address);
- (3) Brief description of work performed and the offeror's role;
- (4) Dollar value of project; and
- (5) Period of performance.

If the offeror does not have at least three (3) customer references, the offeror may substitute customer references for relevant work performed by predecessor companies or key personnel. Offeror's are strongly encouraged to notify all customer references prior to offer submission that they may be contacted by GSA for past performance information.

*The requirement to provide Past Performance Information does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. **Applicable to both product and service offers.** Factor Three - Quality Control: The offeror must provide a Quality Control narrative that addresses the information below. The offeror shall provide a single narrative for this factor, regardless of the number of products/services offered. Note that this narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Quality Control will not be considered.

- (A) A description of internal review procedures that facilitate high-quality standards,
- (B) Identification of individuals responsible for ensuring quality control,
- (C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,
- (D) How potential problem areas and solutions are handled,
- (E) The procedures for ensuring quality performance when meeting urgent requirements,
- (F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

iv. **Applicable to service offers.** Factor Four – Relevant Project Experience: The offerors must submit a narrative demonstrating relevant project experience by responding to the Relevant Project Experience prompts in eOffer. A narrative is required for each proposed services SIN when proposing services and must include the following:

- (A) A description of one (1) relevant project, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed. Note: Specific services may have additional requirements under Factor Four. Offerors shall also refer to NAICS or category specific instructions, for additional Factor Four requirements.

The project description must also address the following elements:

- (1) Detailed description of SIN relevant work performed and results achieved
- (2) Methodology, tools, and/or processes utilized in performing the work
- (3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- (6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN relevant work. All examples of completed services must have been deemed acceptable by the customer.

If the Offeror was previously awarded a Schedule contract for these services that was

cancelled or allowed to expire due to low or no sales, the Offeror's relevant project must be a Federal prime contract valued in excess of \$25,000.

(B) For each project description, must also provide the following customer reference information (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project
- (4) Point of contact phone number and email
- (5) Project performance period (include begin/end dates)
- (6) Dollar value of the entire project
- (7) Dollar value received for the work performed relevant to the SIN offered
- (8) Brief summary of the project as a whole (i.e., background, purpose, etc.)
- (9) A completed copy of the Statement of Work, Performance Work Statement or Statement of Objectives for the project

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

* This requirement does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

(3) Section III – Price Proposal

i. **Applicable to both product and service offers.** GSA's pricing goal** is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing that is not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

**This requirement does not apply to offerors/contractors that will be participating in TDR.

ii. **Applicable to both product and service offers.** Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template (PPT) MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-81 Price Reductions.**

****The requirement to provide MFC information on the PPT does not apply to TDR participants.**

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in the TDR). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. **Applicable to both product and service offers.** Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, or quote sheets, and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.**

****The requirement to provide supporting documentation with the offer does not apply to offerors/contractors that will be participating in the TDR. However, as per GSAM 538.270-2 Evaluation of offers with access to transactional data, paragraph (c)(3), if the Government cannot determine the prices offered to be fair and reasonable based on readily available data or market research, it may request the offeror provide other than certified cost or pricing data to facilitate the Government's evaluation of the proposed pricing.**

iv. **Applicable to both product and service offers.** If the pricing offered is not equal to or better than the pricing extended to the Most Favored (commercial) Customer, offerors must provide a rationale to enable the contracting officer to determine that offered prices/rates are fair and reasonable.**

****This requirement does not apply to offerors/contractors that will be participating in the TDR.**

v. **Applicable to both product and service offers.** The offeror must propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a published or publicly-available commercial price list, submit a copy of the company's current, dated, price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 Economic Price Adjustment – Multiple Award Schedule Contracts.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule. The offeror must either propose a fixed annual escalation rate in accordance with I-FSS-969 paragraph (b)(1) OR propose a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index(ECI)) in accordance with I-FSS-969 paragraph (b)(2).

vi. **Applicable to both product and service offers.** Complete the Commercial Sales Practices Format (CSP-1)** in eOffer in accordance with instructions provided in GSAR Figure 515.4-2. Provide a rationale for the given estimate of GSA contract annual sales. Any deviation from the Offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations under Item 4b of the CSP.

****The requirement to complete the CSP-1 does not apply to offerors/contractors that will be participating in the TDR.**

vii. **Applicable to both product and service offers.** Full-Product and Broad-Service Offerings. The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the offeror

or proposed product/service offering.

viii. **Applicable to both product and service offers.** Fair and Reasonable Pricing. To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.**

**Attention Offerors/contractors that will be participating in TDR:

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that are not highly competitive will not be determined fair and reasonable and will not be accepted.

ix. **Applicable to service offers.** Offerors proposing services have the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation, which may include published and publicly-available commercial price lists, copies of invoices, contracts and quote sheets. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed service and submitted with the offer.

(A) For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the Offeror's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree).

(B) For each proposed training course, the Offeror must provide a detailed training course description which includes the following information:

- (1) Title and brief description of the course, including major course objectives
- (2) Length of course (number of hours/days)
- (3) Minimum/Maximum number of participants
- (4) Price for additional students above minimum (if applicable)
- (5) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)

(C) Fixed Price Services: Provide a description for each fixed price service offered that clearly demonstrates how each service is within scope of the applicable SIN(s). Descriptions should contain sufficient detail to ensure ordering agencies have enough information to know what they're buying.

(D) Ancillary Supplies and Services/Other Direct Costs (ODCs) for Marketing and Public Relations Services: Provide a description for all known support products and/or Other Direct Costs (ODCs) that are proposed for award at the Schedule level that clearly describes what the ordering agencies are buying.

(E) Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF).

x. **Applicable to service offers.** Offerors must submit a Professional Compensation Plan in accordance with provision 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient.

xi. **Applicable to service offers.** Offerors must submit a copy of its policy that addresses uncompensated overtime, in accordance with provision 52.237-10 Identification of Uncompensated Overtime.

xii. **Applicable to service offers.** Service Contract Labor Standards: Applicable to this solicitation (Service Contract Labor Standards 52.222-41, and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49, and 52.222-55)

(A) The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to some nonprofessional services to be provided under this Schedule excluding pricing offered for services outside of the United States. The SCLS wage determinations applicable to this solicitation and resultant contract are located on the [MAS roadmap](#) site. Some of the proposed labor categories may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (i.e., nationwide); the Offeror will be required to comply with applicable SCLS wage determination locality rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct price analysis to determine that offered prices are fair and reasonable.

(B) Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCLS Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. Task orders may not incorporate WDs different from those incorporated into the Schedule contract, as the order may then be in conflict with the Schedule contract terms and conditions. However, Schedule contractors shall comply with the WDs incorporated into the Schedule contract based on the rate applicable to the locality in which the work is to be performed, regardless of the pricing proposed and awarded on the contract. WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated into and no other orders under that Schedule contract.

(C) In the price proposal template (PPT), indicate which of the proposed labor categories or fixed price services are subject to the SCLS by placing a double asterisk (**) next to the labor category name or fixed price service.

(D) For each SCLS eligible contract labor category or fixed price service, complete the following information in the below spreadsheet format directly in eOffer (labor categories shown are for example purposes):

SCA/SCLS Matrix		
SCLS Eligible Contract Labor Category/Fixed Price Service	SCLS Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059

Administrative Assistant	01011 Accounting Clerk I	052059
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(E) The following language shall be inserted below the SCLS/SCA matrix in the authorized price list posted on GSA Advantage:

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide)."

(F) Escalation of SCLS-covered services shall be in accordance with FAR clause 52.222-43 and either clause I-FSS-969 or clause 552.216-70, as applicable to the contract.

Note: Regulation SCP-FSS-001

Until such time as the System for Award Management (SAM) is updated to include the representation required by FAR provision 52.204-24 Representation Regarding Telecommunications and Video Surveillance Services or Equipment paragraph (c), offerors must upload their representation to eOffer prior to submitting an offer. If applicable, offerors must also upload the disclosures required by FAR 52.204-24 paragraph (d) to eOffer.

Section II. Available Offerings

This section includes a summary of the offerings available under Schedule. The Schedule offerings are broken down into 12 Large Categories with corresponding subcategories and Special Item Numbers (SINs). Detailed list of offerings under Schedule is available in the Available Offerings attachment included with the solicitation. For additional evaluation criteria and requirements based on offerings, please view the individual category attachments also included with the solicitation.

The individual category attachments will outline details related to available offerings, including:

- Subcategories,
- Special Item Numbers with corresponding North American Industrial Classification System (NAICS) codes
- Critical Elements
- Category specific evaluation criteria,
- Subcategory or SIN specific requirements
- Special ordering procedures

Large Category and Subcategory Offerings Available under Schedule:

A. Office Management

- A01. Audio Visual Products
- A02. Audio Visual Services
- A03. Document Services
- A04. Mail Management
- A05. Office Management Maintenance and Repair
- A06. Media Products
- A07. Media Services
- A08. Office Services
- A09. Office Supplies
- A10. Printing and Photographic Equipment
- A11. Records Management

B. Facilities

- B01. Facilities Maintenance and Repair
- B02. Facilities Services
- B03. Facilities Solutions
- B04. Facilities Supplies
- B05. Food Service Equipment
- B06. Structures

C. Furniture and Furnishings

- C01. Flooring
- C02. Furniture Services
- C03. Healthcare Furniture
- C04. Household Dormitory & Quarters Furniture
- C05. Miscellaneous Furniture
- C06. Office Furniture
- C07. Packaged Furniture
- C08. Signs

C09. Fitness Solutions

D. Human Capital

D01. Background Investigation
D02. Compensation and Benefits
D03. Human Resources
D04. Social Services
D05. Temporary Help Services

E. Industrial Products and Services

E01. Cleaning Supplies
E02. Fire/Rescue/Safety/Environmental Protection Equipment
E03. Fuel Management
E04. Hardware and Tools
E05. Industrial Products
E06. Machinery and Components
E07. Industrial Products and Services Maintenance and Repair
E08. Packaging
E09. Test and Measurement Supplies

F. Information Technology

F01. Electronic Commerce
F02. IT Hardware
F03. IT Services
F04. IT Software
F05. IT Solutions
F06. IT Training
F07. Telecommunications

G. Miscellaneous

G01. Awards
G02. Flags
G03. Musical Instrument
G04. Personal Hair Care Items
G05. Apparel
G06. Complimentary SINS

H. Professional Services

H01. Business Administrative Services
H02. Environmental Services
H03. Financial Services
H04. Identity Protection Services
H05. Language Services
H06. Legal Services
H07. Logistical Services
H08. Marketing and Public Relations
H09. Technical and Engineering Services (Non IT)
H10. Training

I. Scientific Management and Solutions

- I01. Laboratory Animals
- I02. Laboratory Equipment
- I03. Medical Equipment
- I04. Scientific Services
- I05. Search and Navigation
- I06. Testing and Analysis

J. Security and Protection

- J01. Marine and Harbor
- J02. Protective Equipment
- J03. Security Animals and Related Services
- J04. Security Services
- J05. Security Systems
- J06. Testing Equipment

K. Transportation and Logistics Services

- K01. Automotive Body Maintenance and Repair
- K02. Motor Vehicles (non-Combat)
- K03. Package Delivery
- K04. Packaging Services
- K05. Transportation of Things

L. Travel

- L01. Employee Relocation
- L02. Lodging
- L03. Travel Agent and Misc. Services

Section III Contract Terms and Conditions

This section outlines solicitation provisions and clauses applicable to Schedule contracts throughout the life of the contract. Please refer back to the instructional provisions within this solicitation, whenever you are making changes or updates to your contract.

Contract terms and conditions are split into two sections for organizational purposes only. Their placement here has no effect on their meaning or application. Rather, the terms and conditions are organized this way merely to help you better manage and understand your Schedule contract. All terms and conditions listed in this solicitation are incorporated into your contract at the Schedule level.

Incorporated by Reference (IBR): Many of the provisions and clauses cited in this solicitation are incorporated by reference, as authorized in the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled 'Regulations Incorporated by Reference', or they can be accessed at the following URLs: FAR: <https://www.acquisition.gov/far/> GSAM: <https://www.acquisition.gov/gsam/gsam.html>

Section III A. Terms and Conditions Related to Schedule Contract Administration

These clauses outline key components that are related to Schedule requirements and administrative contracting components to keep your Schedule up to date.

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) [4.1804\(c\)](#)

(a) *Definition.* As used in this clause —

Commercial and Government Entity (CAGE) code means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with [subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://portal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

Begin Regulation

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor

that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

Begin Regulation

**52.204-24 REPRESENTATION REGARDING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this provision —

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing —

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that —

It _____ will, _____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer:

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

Begin Regulation

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this clause —

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means –

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) *Exceptions.* This clause does not prohibit contractors from providing —

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Begin Regulation

**52.209-12 CERTIFICATION REGARDING TAX MATTERS
(FEB 2016)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it —

(1) Has _____ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not _____ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not _____, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Begin Regulation

**52.209-5 CERTIFICATION REGARDING RESPONSIBILITY
MATTERS (OCT 2015)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks

“have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ____ have not ____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

**52.209-7 INFORMATION REGARDING RESPONSIBILITY
MATTERS (OCT 2018)**

(a) *Definitions.* As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means —

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ____ has ____ does not have current active Federal contracts and grants with total value

greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in System for Award Management, which can be accessed via <https://www.sam.gov>

Begin Regulation

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DEC 2019)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision —

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service —

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000–9999, except —

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of

southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology” —

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically —

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“*Subsidiary*” means an entity in which more than 50 percent of the entity is owned —

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“*Veteran-owned small business concern*” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“*Women-owned business concern*” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“*Women-owned small business (WOSB) concern eligible under the WOSB Program*” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications— Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is, _____ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13

CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:_____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies

only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American — Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g) (1) Buy American — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American —Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following

paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(List as Necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In

the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.*
(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

X (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

X (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this

provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that —

(i) It _____ is, _____ is not an inverted domestic corporation; and

(ii) It _____ is, _____ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

_____ (Do not use a “*doing business as*” name)

Is the immediate owner owned or controlled by another entity:

_____ Yes or _____ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “*doing business as*” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that —

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that —

(i) It is _____ is not _____ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is _____ is not _____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____
(Do not use a "doing business as" name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) of

Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it # does, # does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II – JAN 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I - OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR	Clause

	INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR	Clause

52.222-36	VETERANS (OCT 2015) EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ??PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause

52.222-51	EXEMPTION FROM APPLICATION OF Clause THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (MAY 2014)
52.222-53	EXEMPTION FROM APPLICATION OF Clause THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014)
52.222-55	MINIMUM WAGES UNDER Clause EXECUTIVE ORDER 13658 (DEC 2015)

- (d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to —
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than —
- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause —
 - (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
 - (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
 - (C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (D) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (E) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
 - (F) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(G) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(H) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(I) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(J) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(K) X [52.222-50](#), (1) Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (2) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(L) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(M) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(N) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(O) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) X (1) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).

N/A (2) Alternate I (Jan 2017) of 52.224-3

(R) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(S) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(T) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

Begin Regulation

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING
DATA (OCT 2010) (ALTERNATE IV — OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).]*

(1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule).

(2) Commercial sales practices. When the solicitation contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting, the Offeror must submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4-2 of the GSA Acquisition Regulation (48 CFR 515.4-2), or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Offeror's cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Table - Other Place of Performance	
Location	County

Table - Plant or Facility If Other Than Bidder	
Location	County

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price with Economic Price Adjustment (EPA); Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND
MATERIAL SAFETY DATA (JAN 1997)
(ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of

mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service

employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

	Line Item No.	Country of Origin
	(List as Necessary)	

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
GSA/FAS/3Q1 100 S. Independence Mall West Philadelphia, PA 19106

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Begin Regulation

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and

submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)	Provision
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)	Provision
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2012)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS (AUG 2018)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (OCT 1995)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR	Clause

	2015)	
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (JAN 2017)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause

52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
I-FSS-972	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause

Begin Regulation

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause –

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it _____ will or _____ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer –

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

Begin Regulation

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE
TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

X [552.203-71](#) Restriction on Advertising

Varies by Category, Subcategory and SIN [552.211-73](#) Marking

N/A [552.215-70](#) Examination of Records by GSA

X [552.215-72](#) Price Adjustment —Failure to Provide Accurate Information

Varies by Category, Subcategory and SIN [552.219-70](#) Allocation of
Orders—Partially Set-Aside Items

N/A 552.228-70 Workers' Compensation Laws

X [552.229-70](#) Federal, State, and Local Taxes

X [552.232-23](#) Assignment of Claims

N/A [552.232-71](#) Adjusting Payments

Varies by Category, Subcategory and SIN [552.232-72](#) Final Payment

N/A [552.232-73](#) Availability of Funds

N/A [552.232-78](#) Payment Information

Varies by Category, Subcategory and SIN [552.237-71](#) Qualifications of Employees

N/A [552.242-70](#) Status Report of Orders and Shipments

N/A 552.246-76 Warranty of Pesticides

Begin Regulation

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(MAY 2019)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

N/A 552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

N/A 552.238-78 Identification of Products That Have Environmental Attributes.

Begin Regulation

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I –
SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

Begin Regulation

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II –
JUL 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).
 - (2) Increases are requested before the last 60 days of the contract period.
 - (3) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate smaller increases when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to Extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

**552.238-74 INTRODUCTION OF NEW SUPPLIES/SERVICES (INSS)
(MAY 2019)**

(a) Definition.

"Introduction of New Supplies/Services Special Item Number (INSS SIN)" means a new or improved supply or service - within the scope of the Federal Supply Schedule (FSS), but not currently available under any Federal Supply Schedule contract- that provides a new service, function, task, or attribute that may provide a more economical or efficient means for ordering activities to accomplish their missions. It may significantly improve an existing supply or service. It may be a supply or service existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new or improved supplies or services via INSS SIN at any time by clearly identify the INSS SIN item in the offer.

(c) The Contracting Officer has the sole discretion to determine whether a supply or service will be accepted as an INSS SIN item. The Contracting Officer will evaluate and process the offer and may perform a technical review. The INSS SIN provides temporary placement until the Contracting Officer formally categorizes the new supply or service.

(d) If the Contractor has an existing schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSS SIN item in accordance with 552.238-81, Modifications (Federal Supply Schedules).

Begin Regulation

**552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE
ENVIRONMENTAL ATTRIBUTES (MAY 2019)**

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions.* As used in this clause —

“Energy-efficient product” means a product that —

- (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or
- (2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means —

- (1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or
- (2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

- (i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);
- (ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);
- (iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at

<http://www.energystar.gov/> and FEMP at
<http://www.eere.energy.gov/femp/procurement/>);

- (iv) Are water-efficient
- (v) Use renewable energy technology;
- (vi) Are remanufactured; and
- (vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

- (i) The offer itself.
- (ii) Printed commercial catalogs, brochures, and pricelists.
- (iii) Online product website.
- (iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of —

- (1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);
- (2) Verification by an independent organization that specializes in certifying such claims; or
- (3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

Begin Regulation

**552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING
(MAY 2019)**

(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

- (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include —

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at <https://72a.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR

Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

Begin Regulation

**552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING
(MAY 2019) (ALTERNATE I – MAY 2019)**

(a) Definition. *Transactional data* encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

- (i) Contract or Blanket Purchase Agreement (BPA) Number.
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
- (iii) Non-Federal Entity.
- (iv) Description of Deliverable.
- (v) Manufacturer Name.
- (vi) Manufacturer Part Number.
- (vii) Unit Measure (each, hour, case, lot).
- (viii) Quantity of Item Sold.
- (ix) Universal Product Code.
- (x) Price Paid per Unit.
- (xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(c)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar

day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include —

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the

contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

**552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(MAY 2018) (ALTERNATE I - MAY 2019)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) *Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.*

(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

Note: Regulation 552.238-82

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

Begin Regulation

**552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(MAY 2018) (ALTERNATE II - MAY 2019)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must submit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) **Deletions.** The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

Note: Regulation 552.238-82

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, *Price Reductions* and 552.238-74, *Industrial Funding Fee and Sales Reporting*. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(DEC 2019)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (MAY 2019), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (DEC 2019)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2019)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*[®], a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!*[®] for further information.

(3) Further details on EDI, ICs, and *GSA Advantage!*[®] can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

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

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding

commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.
NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4, *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available

at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the

electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

Section III B. Terms and Conditions Related to the Performance of an Order

These clauses outline key components of your contract that flow down to the order level and may impact the ordering activity.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with –
 - (1) The Security Agreement ([DD Form 441](#)), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and
 - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

Begin Regulation

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

Begin Regulation

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the

task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

Begin Regulation

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

Begin Regulation

**552.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (OCT 2018) (DEVIATION – FEB 2007)
(DEVIATION - FEB 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights —

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), *Payment by Electronic Funds Transfer — System for Award Management*, or [52.232-34](#), *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be

considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for

payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change the Government's rights or obligations;

- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the

confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

This clause applies to fixed price orders.

Begin Regulation

**552.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018)
(ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)**

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

(1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33, Payment by Electronic Funds Transfer—System for Award Management](#), or [52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management](#)), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list**

separately the elements of other direct costs for that order.

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed

from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *[Reserved]*.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following

language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not

be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

This clause applies to Time-and-Materials or Labor Hour orders.

Begin Regulation

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

Begin Regulation

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

Begin Regulation

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging,

preservation, and/or marking are included in the pricing offered and accepted by the Government.

Begin Regulation

**552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS
(MAY 2019)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

**552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) -
NON-FEDERAL ENTITY (MAY 2019)**

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see [552.238-113](#)), authorized to place orders under Federal Supply Schedule contracts.

Begin Regulation

**552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING
ACTIVITIES) (MAY 2019)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions.*

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories

(c) Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.

☐ Contractor will provide overseas delivery only.

☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36 *Payment by Third Party*. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36 *Payment by Third Party*.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall

apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

Begin Regulation

**552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS
BY NON-FEDERAL ENTITIES (MAY 2019)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at [552.238-113](#), *Scope of Contract (Eligible Ordering Activities)*, the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause [552.238-80](#), Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at [552.238-113](#), *Scope of Contract (Eligible Ordering Activities)*, and

(2) The dollar value for sales to entities identified in paragraph (d) of clause [552.238-113](#) *Scope of Contract (Eligible Ordering Activities)*.

Begin Regulation

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the

Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

Begin Regulation

**552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES
(MAY 2019)**

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

- (1) Comply with the same terms and conditions as the Contractor for sales made under the contract;
 - (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or supply/model sold;
 - (iv) The quantity of each service or supply/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
 - (3) Be subject to audit by the Government, with respect to sales made under the contract; and
 - (4) Place orders and accept payments in the name of the Contractor in care of the dealer.
- (b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

Begin Regulation

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the

Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation "Delivery Service Requested" on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

Begin Regulation

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

Begin Regulation

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

- (b) 52.214-35 Submission of Offers in U.S. Currency
- (c) [552.238-90](#) Characteristics of Electric Current
- (d) [552.238-91](#) Marking and Documentation Requirements Per Shipment
- (e) [552.238-97](#) Parts and Service
- (f) [552.238-99](#) Delivery Prices Overseas
- (g) [552.238-100](#) Transshipments
- (h) [552.238-101](#) Foreign Taxes and Duties
- (i) 52.247-34 FOB Destination
- (j) 52.247-38 FOB Inland Carrier, Point of Exportation
- (k) 52.247-39 FOB Inland Point, Country of Importation

Begin Regulation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

- (a) Prices offered must cover delivery to destinations as provided as follows:

- (1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)
- (2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.
- (3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

- (b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

Begin Regulation

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Begin Regulation

**I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING
ACTIVITIES (MAY 2003)**

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, *Prompt*

Payment, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

Section IV. List of Attachments

This section outlines the attachments, templates, and supplemental documents that are part of this solicitation. The purpose and location of each document is stated below.

Offerors must review and submit the most recent version of the documents with their offer. Offers that do not include the most recent version of attachments will not be accepted.

A. Solicitation Requirements and Informational Documents - Found in FBO and eOffer as part of the solicitation package.

- o Consolidation Determination - The senior procurement executive determination that MAS consolidation is necessary and justified as the benefits substantially exceed the benefits that would be derived from alternative approaches.

-This attachment is included in accordance with GSAM 507.107-5 and will only be published with the initial solicitation, the document will not be attached to any subsequent refreshes to the solicitation.

- o Available Offerings Summary

- o Category Attachments (1 attachment for each large category) - Listing of Special Item Numbers, relevant NAICS and corresponding SIN information. Unique category evaluation criteria or terms and conditions are included in the category attachments.

- o IBR Full Text Clauses Document

B. Required Offer Documents found at 'Available Offerings and Requirements' GSA.gov page (www.gsa.gov/mascategoryrequirements)

- o Price Proposal Template (excel format only) - The price proposal is a mandatory offer document. For ease of use, we have divided the price proposal into relevant offering categories. You only need to fill out the price proposal template or templates relevant to your offerings. Each attachment can be found on the 'Available Offerings and Requirements' GSA.gov page.

- a) Products
- b) Services and Training
- c) Travel
- d) Transportation and Logistics Services

- o CSP-1 (not applicable to TDR)

C. Incorporated by Reference - Found on the GSA.gov 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements)

- o Wage Determinations are applicable to services that fall under the Service Contract Labor Standards Act. These wage determinations are incorporated by reference into your Schedule contract at the time of award. Wage determinations are updated annually on Schedule contracts via a mass modification.

- a. Standard Wage Determinations
- b. Non-Standard Wage Determinations
- c. Unpublished Wage Determinations

D. Required as Applicable Offer Documents - These documents require action on the part of the offeror. Some documents are completed directly in eOffer and others are completed offline and uploaded into eOffer prior to offer submission. Requirements are set forth in SCP-FSS-001, SCP-FSS-007, and in each large category attachment.

Templates that can be filled out and completed within the eOffer System (if applicable):

- o Service Contract Labor Standards (SCLS) also known as the Service Contract Act (SCA) labor

matrix - Required for SCLS applicable offers.

- o Subcontracting Plan - Required for other than small businesses. Information is completed in eOffer, but a copy must be downloaded, signed and also attached to eOffer. Template can be found on the GSA.gov 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements)

Templates provided on the GSA.gov 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements)

- o Letter of Supply - required if you are providing products that you do not manufacture
- o Agent Authorization Letter

E. Category Specific Attachments and Templates - Depending on the products or services your company would like to offer, additional attachments may be required as part of your offer submission. Large categories, subcategories and SINS that require submission of additional attachments with your offer are outlined in the large category attachments.

All category specific attachments, templates and additional requirements can be found on the MAS 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements).

From: ors@gsa.gov

To: ors@gsa.gov

CC: kris.andrews@gsa.gov

Subject: Award Notice for Solicitation 7FCI-L3-030084-B posted to FBO.GOV

A notice that contract GS07F173GA pursuant to solicitation 7FCI-L3-030084-B has been awarded to ER TECH SYSTEMS GROUP INC. has been automatically posted to FBO.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 12		
AMENDMENT/MODIFICATION NUMBER P0-0064		3. EFFECTIVE DATE Sep 01, 2022		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable) MAS	
6. ISSUED BY General Services Administration FAS, Greater Southwest Acquisition Center (7FC) 819 Taylor Street, Rm 6A06 Fort Worth, TX 76102				7. ADMINISTERED BY (If other than Item 6) GSA/FAS/QV0CE 77 FORSYTH ST SW ATLANTA, GA 30303			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) ER TECH SYSTEMS GROUP INC. 290 SW 12TH AVE STE 1 POMPANO BEACH, FL 330693214				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS-07F-173GA	
						10B. DATED (SEE ITEM 13) Sep 01, 2017	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date ☐ is extended ☐ is not extended. specified for receipt of Offers							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.							
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.							
☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral							
☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
☐ D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor: ☒ is not ☐ is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. The option is hereby exercised to extend the term of the contract. The period of performance is from 09/01/2022 to 08/31/2027. b. The pricing during this option period (unless modified IAW other contract terms) will be based on the following approved price list(s): Attachment A - CPL Annotated, effective 06/21/2022, Mod P0070							
Except as provided herein, all terms and conditions of the document referenced in Item 9A continue to apply unchanged and in full force and effect. Continue next page							
15A. NAME AND TITLE OF SIGNER (Type or print) GSA Initiated Mod				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James Watkins			
15B. CONTRACTOR/OFFEROR Signature Not Required (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA By Signed electronically See above		16C. DATE SIGNED Jun 23, 2022 (Signature of Contracting Officer)	
PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 11/2016) Prescribed by GSA FAR (48 CFR) 53.243							

Continuation of Description...

c. The price discount relationship remain as follows:

ER Tech Systems Group, Inc. s Most Favored Customers (MFC) are "The Experience Auto Group" however, the Basis of Award is "State and Local Governments". The price/discount relationship between the Government and the BOA will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government and BOA s, which are "State and Local Governments", basic discount relationship by model will always be maintained as reflected on Attachment C-Price Proposal Spreadsheet.

d. The Economic Price Adjustment (EPA) Clause 552.216-70 applies to all items on this contract.

e. The current terms and conditions in effect for this option period are as follows:

Basic Discount - Products: Range of 20%-32%; Services: 20%
Quantity/Volume Discount - Contact Contract Administrator
Payment Terms - Net 30
Normal Delivery Terms - 14-30 DARO for Avigilon Products,
60 DARO for Salto Products
Expedited Delivery Terms - Contact Contractor
FOB Terms - Destination
Warranty - Standard Commercial Warranty
Minimum Order - None for Avigilon, \$100 for SALTO
Foreign Items - Yes

f. This modification incorporates the re representation of size status (FAR 52.212-3(c) into this contract.

g. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: $(\$100,000 / 0.9925) = \$100,755.67$

This modification is issued at no cost to either party.

All other terms and conditions remain in effect as originally accepted or subsequently changed by modification.

Solicitation Document

Title : **Multiple Award Schedule**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0001**

Created on January 29, 2020

Introduction

A. Solicitation Number: 47QSMD20R0001

B. Refresh Number: 0001

C. For an outline of significant changes. Please see "Significant Changes" attachment

D. Download the solicitation from link here:

<https://www.fbo.gov/spg/GSA/FSS/FCI/47QSMD20R0001/listing.html>

We appreciate your interest in the Multiple Award Schedule (MAS) Program.

Under MAS, the General Services Administration (GSA) establishes long-term Government-wide contracts with commercial firms to provide government buyers with access to a wide variety of commercial supplies, services, and solutions.

Before you submit your offer, please visit the MAS Roadmap (www.gsa.gov/masroadmap). This page will help you understand the offer submission process, what it means to have a Schedule contract and if it is right for you. The Roadmap also contains links to relevant solicitation templates and attachments. Please familiarize yourself with this information prior to completing your offer in GSAs eOffer system (<http://eoffer.gsa.gov>).

All offers shall be submitted electronically via eOffer at <http://eoffer.gsa.gov>. Please visit the eOffer site for the latest information on how to access the system and submit an offer. Additional industry guidance can be found at the Vendor Support Center (<http://vsc.gsa.gov>).

Points of Contact: Please visit the following page to identify the appropriate point of contact:

<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/we-are-here-to-help>

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulation(s) from previous refresh are listed below

Number	Title	Clause/Provision
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) (DEVIATION I - JUL 2008)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991) (DEVIATION I - JUL 2008)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006) (DEVIATION I - JUL 2008)	Clause
CI-FSS-056	FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)	Clause

The added regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
52.216-18	ORDERING (OCT 1995)	Clause

The updated regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
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The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
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The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
-------	-----------	-------------------

Note: Regulation CP-FSS-2

In addition to the changes noted above, the following regulations have been modified:

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (OCT 2018)

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007).

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2007) (DEVIATION - FEB 2018).

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL NEW OFFERORS (DEC 2019)

SCP-FSS-007 SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (DEC 2019)

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Section I. Offer Preparation Instructions and Evaluation Criteria

This section outlines the information that all offerors must provide to GSA in order to be considered for award under the MAS.

The solicitation provision SCP-FSS-001 will outline the administrative, technical and pricing elements that are required as part of all offer submissions.

Additional information or requirements that apply to specific categories of products and services are noted in the specific category attachments included as part of the solicitation package on FBO. Please make sure you know what large category or categories and Special Item Number/s (SIN/s) you will be submitting under your offer, prior to beginning the eOffer process and submitting your offer. The specific large categories, subcategories, and SINs will dictate additional requirements for your offer and additional clause requirements that will flow down to your contract. Please read these instructions and requirements thoroughly. All this information will be reviewed as part of your Schedule offer. All offer information must be submitted in the GSA eOffer system (<http://eoffer.gsa.gov>).

SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL NEW OFFERORS (DEC 2019)

- (a) Read the entire solicitation document prior to preparing your offer. The Government will consider award for a responsible Offeror whose offer conforms to all solicitation requirements, is determined technically acceptable and whose prices are determined fair and reasonable. The Government reserves the right to award or reject without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.
- (b) Electronic submission of offers via GSA's [eOffer web-based application](#) is mandatory. Digital certificates are required in order to use eOffer and at least one employee of the company who is also an authorized negotiator must obtain and submit a screenshot of a digital certificate with the offer. Offerors are advised to review the Offer Documents Submission Checklist posted on the [MAS roadmap](#) site prior to submitting an offer.
- (c) Offers must be current, accurate, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer:
 - (1) The offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless explicitly identified in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module)
 - (2) The offeror attests that it understands and agrees to comply with the requirements of all clauses and provisions. Failure to comply with applicable clauses and provisions will result in rejection of the offer. Offerors are responsible for ensuring that their offers meet ALL solicitation requirements and should not assume that deficient items will be clarified prior to the offer being rejected.
 - (3) The offeror attests that it understands and agrees to comply with the requirements of clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in Transactional Data Reporting (TDR) (see paragraph (g) below for more information on TDR).
- (d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.
- (e) Existing Federal Supply Schedule (FSS) Program Contractors can submit streamlined offers as

annotated in this provision provided that the contractor meets ALL of the following criteria:

- (1) The contractor has an active FSS program contract under this Schedule and is submitting a new offer for the same Special Item Numbers (SINs).
- (2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.
- (3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(f) A current FSS contractor can submit an offer for a new contract under this Schedule at any time during the existing contract's period of performance. Typically, the award of a new contract will result in the cancellation of the existing contract upon award. However, if the contractor has one or more active Blanket Purchase Agreements (BPAs) or orders under its existing contract; or has submitted quotes for either and is awaiting an award decision), it is eligible for the award of a new contract that is allowed to overlap and run alongside the existing one. This is referred to as holding continuous contracts.

Holding continuous contracts enables the FSS contractor to complete work under BPAs and orders awarded via the existing contract, while utilizing the new contract for new business opportunities. A contractor that wishes to hold continuous contracts must:

- (1) Indicate with its offer that it wishes to hold continuous contracts, along with a listing of all active submitted quotes, established BPAs, and awarded orders under the existing contract. For each, the contractor must include the ordering activity name and point of contact, RFQ/BPA/order number and period of performance (including options).
- (2) Assist the FSS contracting officer in determining the proper cancellation date for the existing contract. The existing contract is to be cancelled the day after the final day of the ordering period for the active BPA or order (including options). In situations where multiple BPAs and/or orders are active, the cancellation date should be based on the last remaining BPA or order, provided that they do not extend beyond the existing contract end date.
- (3) Agree not to use the existing contract to compete for new business opportunities after the new contract is awarded.

(g) This solicitation includes Transactional Data Reporting (TDR), which requires contractors that choose to participate in TDR to electronically report the price the federal government paid for an item or services purchased through contracts covered by TDR. TDR participants are not required to provide Commercial Sales Practices (CSP) disclosures or to monitor price reduction violations in accordance with Clause 552.238-81 Price Reductions. Special proposal instructions for TDR participants are detailed in this provision.

(h) In addition to compliance with the requirements of this provision, the offeror must also comply with any additional NAICS or category specific instructions specified in the solicitation, as applicable. Failure to comply with all proposal instructions will result in rejection of the offer.

(i) Withdrawal of Offer: The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(j) All offerors must comply with the following (unless annotated otherwise):

(1) Section I – Administrative/Contract Data

i. Applicable to both products and services offers. The offeror must complete and submit the Pathway to Success training*. The Pathway to Success training must be completed by a designated Authorized Negotiator who is also a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the Pathway to Success training and the date of completion.

* The requirement to complete the Pathway to Success training does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both products and services offers. The offeror must complete and submit the Readiness Assessment for Prospective Offerors*. The Readiness Assessment must be completed by a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

*The requirement to complete the Readiness Assessment for Prospective Offerors does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. Applicable to both products and services offers. The offeror must be registered with the [System for Award Management](#) (SAM). The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the products/services proposed. The offeror must provide verification that it has an active SAM registration

iv. Applicable to both products and services offers. If an offeror was previously awarded a Schedule contract, and it was subsequently cancelled or allowed to expire due to low sales, provide a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

(A) A copy of the cancellation letter or notification of determination not to exercise an

option.

(B) Current Federal sales (either as a prime or subcontractor) in excess of \$25,000, for products/services that are within scope of this Schedule, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided, OR a written customer agency request for the offeror's specific products or services to be available on Schedule.

(C) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 Contract Sales Criteria.

(D) A narrative describing your marketing strategy and steps you will take to ensure you meet the minimum sales requirement (limit 2 pages).

v. Applicable to both product and service offers. The offeror must provide annual financial statements* for the previous two-years (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 Contractor Qualifications and Financial Information does not meet the aforementioned requirements, and 2.) offerors shall NOT submit tax returns.

*The requirement to provide financial statements does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

vi. Applicable to both product and service offers. If the Offeror is other than a small business, the offeror must prepare and submit a Small Business Subcontracting Plan, as detailed in clause 52.219-9 Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall be submitted through the Subcontracting Module in eOffer. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

The preponderance of work NAICS will determine the business size of the offeror at the contract level.

The following information is provided for reference only:

SBA's definition of a small business concern can be found via the following link: [SBA Size Standards](#).

GSA's subcontracting goals can be found via the following link: [GSA Subcontracting Goals](#).

vii. Applicable to both product and service offers. The offeror shall not submit brochures, newsletters, or other marketing materials.

viii. Applicable to both product and service offers. An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations). If an agent will have signatory authority under the contract, the offeror must upload a screenshot of the agent's digital certificate.

ix. Applicable to both product and service offers. Section 508 Standards. Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit the [Section 508](#) site.

x. Applicable to product and service offers. All proposed products and services must comply with the Trade Agreements Act (TAA). The country of origin for services is the country in which the firm providing services is established. It is the responsibility of the Offeror to identify the product's country of origin. When an item consists of components from various countries and the components are assembled in an additional country, a test to determine country of origin is "substantial transformation" (reference FAR 25.001(c)(2)). The Offeror may request an opinion from a third-party expert or make the determination itself. Offerors can go to The Office of Regulations and Rulings within [U.S. Customs and Border Protection](#) (CBP), which is the Federal agency responsible for making final substantial transformation determinations (reference 19 CFR Part 177 Subpart B).

xi. Applicable to product offers. If the offeror is not the manufacturer of the product(s) being proposed, an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply must be uploaded to eOffer. See clause I-FSS-644 Dealers and Suppliers and the solicitation for required language. If the Government determines that the offeror's evidence of an uninterrupted source of supply is not sufficient, the Government will request submission of a Letter of Commitment/Supply. Failure to provide an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply may result in rejection of the offer.

xii. Applicable to product offers. AbilityOne Program Products. The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission. Certain commercial products are considered "essentially the same" (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the [procurement list](#). For more information on the AbilityOne

Program, ETS products, and becoming an authorized AbilityOne distributor, please visit the [AbilityOne](#) site or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

xiii. Applicable to product offers. Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the offer may be rejected and/or the associated product(s) may not be awarded.

xiv. Applicable to product offers. GSA Advantage Purchase Order (PO Portal). The offeror must use EDI, cXML or the GSA Advantage [Purchase Order \(PO\) Portal](#) to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The GSA Advantage [Purchase Order \(PO\) Portal](#) gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies. For more information on the PO portal review the PO Portal [help guide](#).

xv. Applicable to product offers. Frustrated Freight (applicable only to overseas delivery). The offeror must demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offeror does not provide a sample packaging label for international delivery.

(2) Section II – Technical Proposal

The offeror must address the four technical proposal factors below. Note that Factors One, Three and Four must be completed directly through eOffer. The submission of uploaded documents to address Factors One, Three and Four will not be considered.

i. Applicable to both product and service offers. Factor One - Corporate Experience*: The offeror must provide a narrative description of its corporate experience including all information below. Note that the narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Corporate Experience will not be considered.

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed. A minimum of two (2) years of corporate experience is required.

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational (e.g. organizational chart,

list of key departments) and accounting controls (e.g. processes and/or systems in place),

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of the marketing strategy that will be used to reach Federal ordering activities,

(G) A description of the intended use of subcontractors.

*The requirement to provide a Corporate Experience narrative does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both product and service offers. Factor Two - Past Performance*: Past performance information is one indicator of an offeror's ability to perform the contract successfully. Offerors shall demonstrate a pattern of past performance in accordance with the instructions below. Failure to submit the required information may result in rejection of the proposal.

(A) Offerors with three (3) or more contractor performance assessment reports available in the federal Contractor Performance Assessment Reporting System (CPARS) shall verify in eOffer that they have three (3) or more assessment reports available in CPARS that represent:

- (1) contracts or orders completed within three (3) years of the date of offer submission;
- (2) at least three (3) distinct orders and/or contracts; and
- (3) work similar in scope to products/services included in this solicitation.

The offeror shall address any negative feedback in the contractor performance assessment reports not previously documented in the CPARS report. Offerors may access [CPARS](#) to view previously completed evaluations.

If unable to meet these criteria, the offer shall submit a Past Performance Evaluation in accordance with paragraph (B) below.

(B) **Attention All Offerors:** Open Ratings is no longer accepting new orders for Past Performance Evaluations as of Friday, December 06, 2019. Offerors that ordered an Open Ratings Past Performance Evaluation on or before December 06, 2019 may use the evaluation to demonstrate a pattern of Past Performance if the Open Ratings Past Performance Evaluation uploaded to the offer is dated within one (1) year of offer submission. Offerors with six (6) or more customer references that do not meet the criteria in paragraph (A) shall order and obtain a Past Performance Evaluation from Open Ratings. The offeror shall upload one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (identifying the customer references

submitted) with its proposal in eOffer. The following applies to the ordering of Open Ratings reports:

- (1) Offerors are responsible for payment to Open Ratings for the Past Performance Evaluation.
- (2) Past Performance Evaluations are valid for a period of one year from the date of issuance by Open Ratings. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.
- (3) The offeror shall include between six (6) and twenty customer references on the Open Ratings order form. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects similar in scope to products/services included in this solicitation.

If Open Ratings is unable to issue an evaluation due to inadequate response from customer references, the offeror shall submit the neutral letter issued by Open Ratings along with a copy of the order form.

The offeror shall address any negative feedback for each of the feedback categories contained in the contractor performance assessment found in the Open Ratings report, to include actions taken to minimize the problems that resulted in the negative feedback.

If unable to meet these criteria, the offeror shall submit a Past Performance narrative in accordance with paragraph (C) below.

(C) Offerors that do not meet the criteria in paragraph (A) or (B) above shall upload a list of three (3) to five (5) relevant customer references to eOffer. Relevant customer references are defined as customers for which the offeror has performed work similar in scope to products/services included in this solicitation. The work referenced must have been completed within three (3) years of the date of offer submission. For each reference listed, the offeror shall identify the following:

- (1) Customer name;
- (2) Customer point of contact (including name, phone, and email address);
- (3) Brief description of work performed and the offeror's role;
- (4) Dollar value of project; and
- (5) Period of performance.

If the offeror does not have at least three (3) customer references, the offeror may substitute customer references for relevant work performed by predecessor companies or key personnel. Offeror's are strongly encouraged to notify all customer references prior to offer submission that they may be contacted by GSA for past performance information.

*The requirement to provide Past Performance Information does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. Applicable to both product and service offers. Factor Three - Quality Control: The offeror must provide a Quality Control narrative that addresses the information below. The offeror shall provide a single narrative for this factor, regardless of the number of products/services offered. Note that this narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Quality Control will not be considered.

- (A) A description of internal review procedures that facilitate high-quality standards,
- (B) Identification of individuals responsible for ensuring quality control,
- (C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,
- (D) How potential problem areas and solutions are handled,
- (E) The procedures for ensuring quality performance when meeting urgent requirements,
- (F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

iv Applicable to service offers. Factor Four – Relevant Project Experience: The offerors must submit a narrative demonstrating relevant project experience by responding to the Relevant Project Experience prompts in eOffer. A narrative is required for each proposed services SIN when proposing services and must include the following:

- (A) A description of one (1) relevant project, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed. Note: Specific services may have additional requirements under Factor Four. Offerors shall also refer to NAICS or category specific instructions, for additional Factor Four requirements.

The project description must also address the following elements:

- (1) Detailed description of SIN relevant work performed and results achieved
- (2) Methodology, tools, and/or processes utilized in performing the work
- (3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- (6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN relevant work. All examples of completed services must have been deemed acceptable by the customer.

If the Offeror was previously awarded a Schedule contract for these services that was cancelled or allowed to expire due to low or no sales, the Offeror's relevant project must be a Federal prime contract valued in excess of \$25,000.

(B) For each project description, must also provide the following customer reference information (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project
- (4) Point of contact phone number and email
- (5) Project performance period (include begin/end dates)
- (6) Dollar value of the entire project
- (7) Dollar value received for the work performed relevant to the SIN offered
- (8) Brief summary of the project as a whole (i.e., background, purpose, etc.)

(9) A completed copy of the Statement of Work, Performance Work Statement or Statement of Objectives for the project

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

* This requirement does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

(3) Section III – Price Proposal

i. Applicable to both product and service offers. GSA's pricing goal** is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing that is not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

**This requirement does not apply to offerors/contractors that will be participating in TDR.

ii. Applicable to both product and service offers. Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template (PPT) MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-81 Price Reductions.**

**The requirement to provide MFC information on the PPT does not apply to TDR participants.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in the TDR). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. Applicable to both product and service offers. Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, or quote sheets, and must be submitted with the offer. There must be a clear and relevant relationship between the

supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.**

**The requirement to provide supporting documentation with the offer does not apply to offerors/contractors that will be participating in the TDR. However, as per GSAM 538.270-2 Evaluation of offers with access to transactional data, paragraph (c)(3), if the Government cannot determine the prices offered to be fair and reasonable based on readily available data or market research, it may request the offeror provide other than certified cost or pricing data to facilitate the Government's evaluation of the proposed pricing.

iv. Applicable to both product and service offers. If the pricing offered is not equal to or better than the pricing extended to the Most Favored (commercial) Customer, offerors must provide a rationale to enable the contracting officer to determine that offered prices/rates are fair and reasonable.**

**This requirement does not apply to offerors/contractors that will be participating in the TDR.

v. Applicable to both product and service offers. The offeror must propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a published or publicly-available commercial price list, submit a copy of the company's current, dated, price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 Economic Price Adjustment – Multiple Award Schedule Contracts.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule. The offeror must either propose a fixed annual escalation rate in accordance with I-FSS-969 paragraph (b)(1) OR propose a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index(ECI)) in accordance with I-FSS-969 paragraph (b)(2).

vi. Applicable to both product and service offers. Complete the Commercial Sales Practices Format (CSP-1)** in eOffer in accordance with instructions provided in GSAR Figure 515.4-2. Provide a rationale for the given estimate of GSA contract annual sales. Any deviation from the Offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations under Item 4b of the CSP.

**The requirement to complete the CSP-1 does not apply to offerors/contractors that will be participating in the TDR.

vii. Applicable to both product and service offers. Full-Product and Broad-Service Offerings. The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the offeror or proposed product/service offering.

viii. Applicable to both product and service offers. Fair and Reasonable Pricing. To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.**

**Attention Offerors/contractors that will be participating in TDR:

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that are not highly competitive will not be determined fair and reasonable and will not be accepted.

ix. Applicable to service offers. Offerors proposing services have the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation, which may include published and publicly-available commercial price lists, copies of invoices, contracts and quote sheets. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed service and submitted with the offer.

(A) For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the Offeror's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree).

(B) For each proposed training course, the Offeror must provide a detailed training course description which includes the following information:

- (1) Title and brief description of the course, including major course objectives
- (2) Length of course (number of hours/days)
- (3) Minimum/Maximum number of participants
- (4) Price for additional students above minimum (if applicable)
- (5) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)

(C) Fixed Price Services: Provide a description for each fixed price service offered that clearly demonstrates how each service is within scope of the applicable SIN(s). Descriptions should contain sufficient detail to ensure ordering agencies have enough information to know what they're buying.

(D) Ancillary Supplies and Services/Other Direct Costs (ODCs) for Marketing and Public Relations Services: Provide a description for all known support products and/or Other Direct Costs (ODCs) that are proposed for award at the Schedule level that clearly describes what the ordering agencies are buying.

(E) Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF).

x. Applicable to service offers. Offerors must submit a Professional Compensation Plan in

accordance with provision 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient.

xi. Applicable to service offers. Offerors must submit a copy of its policy that addresses uncompensated overtime, in accordance with provision 52.237-10 Identification of Uncompensated Overtime.

xii. Applicable to service offers. Service Contract Labor Standards: Applicable to this solicitation (Service Contract Labor Standards 52.222-41, and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49, and 52.222-55)

(A) The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to some nonprofessional services to be provided under this Schedule excluding pricing offered for services outside of the United States. The SCLS wage determinations applicable to this solicitation and resultant contract are located on the [MAS roadmap](#) site. Some of the proposed labor categories may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (i.e., nationwide); the Offeror will be required to comply with applicable SCLS wage determination locality rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct price analysis to determine that offered prices are fair and reasonable.

(B) Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCLS Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. Task orders may not incorporate WDs different from those incorporated into the Schedule contract, as the order may then be in conflict with the Schedule contract terms and conditions. However, Schedule contractors shall comply with the WDs incorporated into the Schedule contract based on the rate applicable to the locality in which the work is to be performed, regardless of the pricing proposed and awarded on the contract. WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated into and no other orders under that Schedule contract.

(C) In the price proposal template (PPT), indicate which of the proposed labor categories or fixed price services are subject to the SCLS by placing a double asterisk (**) next to the labor category name or fixed price service.

(D) For each SCLS eligible contract labor category or fixed price service, complete the following information in the below spreadsheet format directly in eOffer (labor categories shown are for example purposes):

SCA/SCLS Matrix		
SCLS Eligible Contract Labor Category/Fixed Price Service	SCLS Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059

Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(E) The following language shall be inserted below the SCLS/SCA matrix in the authorized price list posted on GSA Advantage:

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide)."

(F) Escalation of SCLS-covered services shall be in accordance with FAR clause [52.222-43](#) and either clause I-FSS-969 or clause 552.216-70, as applicable to the contract.

Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations. Contractor may be required to furnish the Schedule Contracting Officer with additional justification for a price increase. Additional justification may include, but is not limited to, invoices, payroll information, current e98s, RFQ, and/or task order information.

Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract.

Note 3: Until such time as the System for Award Management (SAM) is updated to include the representation required by FAR provision 52.204-24 Representation Regarding Telecommunications and Video Surveillance Services or Equipment paragraph (c), offerors must upload their representation to eOffer prior to submitting an offer. If applicable, offerors must also upload the disclosures required by FAR 52.204-24 paragraph (d) to eOffer.

This provision is included above for instructional purposes; this provision is also located within the body of the solicitation.

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) *Definition.* As used in this provision —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via —

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government..

(f) Do not delay submission of the offer pending receipt of a CAGE code.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
[4.1804\(a\)](#)

(a) *Definitions.* As used in this provision —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States

and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “doing business as” name)

Begin Regulation

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) [4.1804\(d\)](#)

(a) *Definitions.* As used in this provision —

“*Commercial and Government Entity (CAGE) code*” means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“*Predecessor*” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____
(Do not use a “doing business as” name)

Begin Regulation

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency’s purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN’s).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government’s procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN’s).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN’s which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) <http://www.sam.gov>. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.nist.gov/itl>. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, <http://www.gsa.gov>.

(f) GSA Advantage![®].

(1) GSA Advantage![®] uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage![®] enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage![®] may be accessed via the GSA Home Page. The Internet address is: <http://www.gsa.gov>.

Begin Regulation

**552.238-104 DISSEMINATION OF INFORMATION BY
CONTRACTOR (MAY 2019)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

**552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY
SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS**

Solicitation No. 47QSMD20R0001 Refresh 0001

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various

SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

Begin Regulation

552.238-71 Notice of Total Small Business Set-Aside (May 2019)

FAR clause 52.219-6, Notice of Total Small Business Set-Aside applies to the following: 314110SBSA 337127CSB 337122SBSA 3FURNISH 337122OSB 337127CFSB 337127CISB 337127LFSB 337127TLSB 337215MSB 337215SBSA 33721RSB 33721SBSA 561320SBSA 3331SBSA 339999ASB 323111SBSA 492210SB .

Begin Regulation

552.238-72 INFORMATION COLLECTION REQUIREMENTS (MAY 2019)

The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

Begin Regulation

552.238-75 EVALUATION-COMMERCIAL ITEMS (FEDERAL SUPPLY SCHEDULE) (MAY 2019)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202 1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Begin Regulation

552.238-76 Use of Non-Government Employees to Review Offers (May 2019)

(a) The Government may employ individual technical consultants/advisors/contractors from the below listed organizations to review limited portions of the technical, management and price proposals to

assist the government in both pre-award and post-award functions. [*The contracting officer should insert a list of organizations used to review solicitation responses and execute a non-disclosure and organizational conflict of interest statement for all individuals conducting reviews.*]

To be determined at the task order level

(b) These representatives will be used to advise on specific technical, management, and price matters and shall not, under any circumstances, be used as voting evaluators. However, the Government may consider the advice provided in its evaluation process. In addition, Contractor personnel may be used in specific contract administration tasks (*e.g.*, administrative filing, review of deliverables, etc.).

(c) If individual technical consultants/advisors/contractors are utilized as described in (b) above, they will be required to execute a non-disclosure and organizational conflict of interest statements.

Begin Regulation

**552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED
FEDERAL SUPPLY SCHEDULE (FSS) PRICE LISTS (MAY 2019)**

(a) *Definition.* For the purposes of this clause, the Mailing List is _____.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(1) The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either;

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.

(c) The Contractor shall make all of the distributions required in this paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

Begin Regulation

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Begin Regulation

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

Begin Regulation

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.238-88 GSA ADVANTAGE![®] (MAY 2019)

(a) The Contractor shall participate in the GSA Advantage![®] online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, *Electronic Commerce*.

(b) The Contractor shall refer to contract clauses 552.238-77, *Submission and Distribution of Authorized FSS Price Lists* (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, *Modifications* (which addresses electronic file updates).

Begin Regulation

1

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, *Option to Extend the Term of the Contract (Evergreen)*, canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
- (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by The specified cut-off date and time established in the request for Final Proposal Revision (FPR).

Begin Regulation

**SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERORS
(DEC 2019)**

- (a) Read the entire solicitation document prior to preparing your offer. The Government will consider award for a responsible Offeror whose offer conforms to all solicitation requirements, is determined technically acceptable and whose prices are determined fair and reasonable. The Government reserves the right to award or reject without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.
- (b) Electronic submission of offers via GSA's [eOffer web-based application](#) is mandatory. Digital certificates are required in order to use eOffer and at least one employee of the company who is also an authorized negotiator must obtain and submit a screenshot of a digital certificate with the offer. Offerors are advised to review the Offer Documents Submission Checklist posted on the [MAS roadmap](#) site prior to submitting an offer.
- (c) Offers must be current, accurate, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer:
- (1) The offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless explicitly identified in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module)
 - (2) The offeror attests that it understands and agrees to comply with the requirements of all clauses and provisions. Failure to comply with applicable clauses and provisions will result in rejection of the offer. Offerors are responsible for ensuring that their offers meet ALL solicitation requirements

and should not assume that deficient items will be clarified prior to the offer being rejected.

(3) The offeror attests that it understands and agrees to comply with the requirements of clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in Transactional Data Reporting (TDR) (see paragraph (g) below for more information on TDR).

(d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.

(e) Existing Federal Supply Schedule (FSS) Program Contractors can submit streamlined offers as annotated in this provision provided that the contractor meets ALL of the following criteria:

(1) The contractor has an active FSS program contract under this Schedule and is submitting a new offer for the same Special Item Numbers (SINs).

(2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.

(3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(f) A current FSS contractor can submit an offer for a new contract under this Schedule at any time during the existing contract's period of performance. Typically, the award of a new contract will result in the cancellation of the existing contract upon award. However, if the contractor has one or more active Blanket Purchase Agreements (BPAs) or orders under its existing contract; or has submitted quotes for either and is awaiting an award decision), it is eligible for the award of a new contract that is allowed to overlap and run alongside the existing one. This is referred to as holding continuous contracts.

Holding continuous contracts enables the FSS contractor to complete work under BPAs and orders awarded via the existing contract, while utilizing the new contract for new business opportunities. A contractor that wishes to hold continuous contracts must:

(1) Indicate with its offer that it wishes to hold continuous contracts, along with a listing of all active submitted quotes, established BPAs, and awarded orders under the existing contract. For each, the contractor must include the ordering activity name and point of contact, RFQ/BPA/order number and period of performance (including options).

(2) Assist the FSS contracting officer in determining the proper cancellation date for the existing contract. The existing contract is to be cancelled the day after the final day of the ordering period for the active BPA or order (including options). In situations where multiple BPAs and/or orders are active, the cancellation date should be based on the last remaining BPA or order, provided that they do not extend beyond the existing contract end date.

(3) Agree not to use the existing contract to compete for new business opportunities after the new contract is awarded.

(g) This solicitation includes Transactional Data Reporting (TDR), which requires contractors that choose to participate in TDR to electronically report the price the federal government paid for an item or services purchased through contracts covered by TDR. TDR participants are not required to provide Commercial Sales Practices (CSP) disclosures or to monitor price reduction violations in accordance with Clause 552.238-81 Price Reductions. Special proposal instructions for TDR participants are detailed in this provision.

(h) In addition to compliance with the requirements of this provision, the offeror must also comply with any additional NAICS or category specific instructions specified in the solicitation, as applicable. Failure to comply with all proposal instructions will result in rejection of the offer.

(i) Withdrawal of Offer: The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(j) All offerors must comply with the following (unless annotated otherwise):

(1) Section I – Administrative/Contract Data

i. Applicable to both products and services offers. The offeror must complete and submit the Pathway to Success training*. The Pathway to Success training must be completed by a designated Authorized Negotiator who is also a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the Pathway to Success training and the date of completion.

* The requirement to complete the Pathway to Success training does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both products and services offers. The offeror must complete and submit the Readiness Assessment for Prospective Offerors*. The Readiness Assessment must be completed by a company officer (e.g., President, CEO, CFO, etc.) and completed/dated within one year of the date of offer submission. This free, web-based self-assessment is available through the [Vendor Education Center](#) (VEC) or through the [Vendor Support Center](#) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

*The requirement to complete the Readiness Assessment for Prospective Offerors does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. Applicable to both products and services offers. The offeror must be registered with the [System for Award Management \(SAM\)](#). The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the products/services proposed. The offeror must provide verification that it has an active SAM registration

iv. Applicable to both products and services offers. If an offeror was previously awarded a Schedule contract, and it was subsequently cancelled or allowed to expire due to low sales, provide a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

(A) A copy of the cancellation letter or notification of determination not to exercise an option.

(B) Current Federal sales (either as a prime or subcontractor) in excess of \$25,000, for products/services that are within scope of this Schedule, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided, OR a written customer agency request for the offeror’s specific products or services to be available on Schedule.

(C) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 Contract Sales Criteria.

(D) A narrative describing your marketing strategy and steps you will take to ensure you meet the minimum sales requirement (limit 2 pages).

v. Applicable to both product and service offers. The offeror must provide annual financial statements* for the previous two-years (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 Contractor Qualifications and Financial Information does not meet the aforementioned requirements, and 2.) offerors shall NOT submit tax returns.

*The requirement to provide financial statements does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

vi. Applicable to both product and service offers. If the Offeror is other than a small business, the offeror must prepare and submit a Small Business Subcontracting Plan, as detailed in clause 52.219-9 Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall be submitted through the Subcontracting Module in eOffer. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

The preponderance of work NAICS will determine the business size of the offeror at the contract level.

The following information is provided for reference only:

SBA's definition of a small business concern can be found via the following link: [SBA Size Standards](#).

GSA's subcontracting goals can be found via the following link: [GSA Subcontracting Goals](#).

vii. Applicable to both product and service offers. The offeror shall not submit brochures, newsletters, or other marketing materials.

viii. Applicable to both product and service offers. An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations). If an agent will have signatory authority under the contract, the offeror must upload a screenshot of the agent's digital certificate.

ix. Applicable to both product and service offers. Section 508 Standards. Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit the [Section 508](#) site.

x. Applicable to product and service offers. All proposed products and services must comply with the Trade Agreements Act (TAA). The country of origin for services is the country in which the firm providing services is established. It is the responsibility of the Offeror to identify the product's country of origin. When an item consists of components from various countries and the components are assembled in an additional country, a test to determine country of origin is "substantial transformation" (reference FAR 25.001(c)(2)). The Offeror may request an opinion from a third-party expert or make the determination itself. Offerors can go to The Office of Regulations and Rulings within [U.S. Customs and Border Protection](#) (CBP), which is the Federal agency responsible for making final substantial transformation determinations (reference 19 CFR Part 177 Subpart B).

xi. Applicable to product offers. If the offeror is not the manufacturer of the product(s) being proposed, an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply must be uploaded to eOffer. See clause I-FSS-644 Dealers and Suppliers and the solicitation for required language. If the Government determines that the offeror's evidence of an uninterrupted source of supply is not sufficient, the Government will request submission of a Letter of Commitment/Supply. Failure to provide an acceptable Letter of Commitment/Supply or evidence of an uninterrupted source of supply may result in rejection of the offer.

xii. Applicable to product offers. AbilityOne Program Products. The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission. Certain commercial products are considered "essentially the same" (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the [procurement list](#). For more information on the AbilityOne Program, ETS products, and becoming an authorized [AbilityOne](#) distributor, please visit the AbilityOne site or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

xiii. Applicable to product offers. Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the offer may be rejected and/or the associated product(s) may not be awarded.

xiv. Applicable to product offers. GSA Advantage Purchase Order (PO Portal). The offeror must use EDI, cXML or the GSA Advantage [Purchase Order \(PO\) Portal](#) to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The GSA Advantage [Purchase Order \(PO\) Portal](#) gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBay. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies. For more information on the PO portal review the PO Portal [help guide](#).

xv. Applicable to product offers. Frustrated Freight (applicable only to overseas delivery). The offeror must demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offeror does not provide a sample packaging label for international delivery.

(2) Section II – Technical Proposal

The offeror must address the four technical proposal factors below. Note that Factors One, Three and Four must be completed directly through eOffer. The submission of uploaded documents to address Factors One, Three and Four will not be considered.

i. Applicable to both product and service offers. Factor One - Corporate Experience*: The offeror must provide a narrative description of its corporate experience including all information below. Note that the narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Corporate Experience will not be considered.

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed. A minimum of two (2) years of corporate experience is required.

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational (e.g. organizational chart, list of key departments) and accounting controls (e.g. processes and/or systems in place),

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of the marketing strategy that will be used to reach Federal ordering activities,

(G) A description of the intended use of subcontractors.

*The requirement to provide a Corporate Experience narrative does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

ii. Applicable to both product and service offers. Factor Two - Past Performance*: Past performance information is one indicator of an offeror's ability to perform the contract successfully. Offerors shall demonstrate a pattern of past performance in accordance with the instructions below. Failure to submit the required information may result in rejection of the proposal.

(A) Offerors with three (3) or more contractor performance assessment reports available in the federal Contractor Performance Assessment Reporting System (CPARS) shall verify in eOffer that they have three (3) or more assessment reports available in CPARS that represent:

(1) contracts or orders completed within three (3) years of the date of offer submission;

(2) at least three (3) distinct orders and/or contracts; and

(3) work similar in scope to products/services included in this solicitation.

The offeror shall address any negative feedback in the contractor performance assessment reports not previously documented in the CPARS report. Offerors may access [CPARS](#) to view previously completed evaluations.

If unable to meet these criteria, the offer shall submit a Past Performance Evaluation in accordance with paragraph (B) below.

(B) **Attention All Offerors:** Open Ratings is no longer accepting new orders for Past Performance Evaluations as of Friday, December 06, 2019. Offerors that ordered an Open Ratings Past Performance Evaluation on or before December 06, 2019 may use the evaluation to demonstrate a pattern of Past Performance if the Open Ratings Past Performance Evaluation uploaded to the offer is dated within one (1) year of offer submission. Offerors with six (6) or more customer references that do not meet the criteria in paragraph (A) shall order and obtain a Past Performance Evaluation from Open Ratings. The offeror shall upload one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (identifying the customer references submitted) with its proposal in eOffer. The following applies to the ordering of Open Ratings reports:

(1) Offerors are responsible for payment to Open Ratings for the Past Performance Evaluation.

(2) Past Performance Evaluations are valid for a period of one year from the date of issuance by Open Ratings. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.

(3) The offeror shall include between six (6) and twenty customer references on the Open Ratings order form. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects similar in scope to products/services included in this solicitation.

If Open Ratings is unable to issue an evaluation due to inadequate response from customer references, the offeror shall submit the neutral letter issued by Open Ratings along with a copy of the order form.

The offeror shall address any negative feedback for each of the feedback categories contained in the contractor performance assessment found in the Open Ratings report, to include actions taken to minimize the problems that resulted in the negative feedback.

If unable to meet these criteria, the offeror shall submit a Past Performance narrative in accordance with paragraph (C) below.

(C) Offerors that do not meet the criteria in paragraph (A) or (B) above shall upload a list of three (3) to five (5) relevant customer references to eOffer. Relevant customer references are defined as customers for which the offeror has performed work similar in scope to products/services included in this solicitation. The work referenced must have been completed within three (3) years of the date of offer submission. For each reference listed, the offeror shall identify the following:

- (1) Customer name;
- (2) Customer point of contact (including name, phone, and email address);
- (3) Brief description of work performed and the offeror's role;
- (4) Dollar value of project; and
- (5) Period of performance.

If the offeror does not have at least three (3) customer references, the offeror may substitute customer references for relevant work performed by predecessor companies or key personnel. Offeror's are strongly encouraged to notify all customer references prior to offer submission that they may be contacted by GSA for past performance information.

*The requirement to provide Past Performance Information does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

iii. **Applicable to both product and service offers.** Factor Three - Quality Control: The offeror must provide a Quality Control narrative that addresses the information below. The offeror shall provide a single narrative for this factor, regardless of the number of products/services offered. Note that this narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Quality Control will not be considered.

- (A) A description of internal review procedures that facilitate high-quality standards,
- (B) Identification of individuals responsible for ensuring quality control,
- (C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,
- (D) How potential problem areas and solutions are handled,
- (E) The procedures for ensuring quality performance when meeting urgent requirements,
- (F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

iv. **Applicable to service offers.** Factor Four – Relevant Project Experience: The offerors must submit a narrative demonstrating relevant project experience by responding to the Relevant Project Experience prompts in eOffer. A narrative is required for each proposed services SIN when proposing services and must include the following:

- (A) A description of one (1) relevant project, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed. Note: Specific services may have additional requirements under Factor Four. Offerors shall also refer to NAICS or category specific instructions, for additional Factor Four requirements.

The project description must also address the following elements:

- (1) Detailed description of SIN relevant work performed and results achieved
- (2) Methodology, tools, and/or processes utilized in performing the work
- (3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- (6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN relevant work. All examples of completed services must have been deemed acceptable by the customer.

If the Offeror was previously awarded a Schedule contract for these services that was

cancelled or allowed to expire due to low or no sales, the Offeror's relevant project must be a Federal prime contract valued in excess of \$25,000.

(B) For each project description, must also provide the following customer reference information (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project
- (4) Point of contact phone number and email
- (5) Project performance period (include begin/end dates)
- (6) Dollar value of the entire project
- (7) Dollar value received for the work performed relevant to the SIN offered
- (8) Brief summary of the project as a whole (i.e., background, purpose, etc.)
- (9) A completed copy of the Statement of Work, Performance Work Statement or Statement of Objectives for the project

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

* This requirement does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, see (e) 1-3.

(3) Section III – Price Proposal

i. **Applicable to both product and service offers.** GSA's pricing goal** is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing that is not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

**This requirement does not apply to offerors/contractors that will be participating in TDR.

ii. **Applicable to both product and service offers.** Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template (PPT) MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-81 Price Reductions.**

****The requirement to provide MFC information on the PPT does not apply to TDR participants.**

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-80 Industrial Funding Fee and Sales Reporting OR clause 552.238-80 Industrial Funding Fee and Sales Reporting (Alternate I) if participating in the TDR). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. **Applicable to both product and service offers.** Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, or quote sheets, and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.**

****The requirement to provide supporting documentation with the offer does not apply to offerors/contractors that will be participating in the TDR. However, as per GSAM 538.270-2 Evaluation of offers with access to transactional data, paragraph (c)(3), if the Government cannot determine the prices offered to be fair and reasonable based on readily available data or market research, it may request the offeror provide other than certified cost or pricing data to facilitate the Government's evaluation of the proposed pricing.**

iv. **Applicable to both product and service offers.** If the pricing offered is not equal to or better than the pricing extended to the Most Favored (commercial) Customer, offerors must provide a rationale to enable the contracting officer to determine that offered prices/rates are fair and reasonable.**

****This requirement does not apply to offerors/contractors that will be participating in the TDR.**

v. **Applicable to both product and service offers.** The offeror must propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a published or publicly-available commercial price list, submit a copy of the company's current, dated, price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 Economic Price Adjustment – Multiple Award Schedule Contracts.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule. The offeror must either propose a fixed annual escalation rate in accordance with I-FSS-969 paragraph (b)(1) OR propose a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index(ECI)) in accordance with I-FSS-969 paragraph (b)(2).

vi. **Applicable to both product and service offers.** Complete the Commercial Sales Practices Format (CSP-1)** in eOffer in accordance with instructions provided in GSAR Figure 515.4-2. Provide a rationale for the given estimate of GSA contract annual sales. Any deviation from the Offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations under Item 4b of the CSP.

****The requirement to complete the CSP-1 does not apply to offerors/contractors that will be participating in the TDR.**

vii. **Applicable to both product and service offers.** Full-Product and Broad-Service Offerings. The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the offeror

or proposed product/service offering.

viii. **Applicable to both product and service offers.** Fair and Reasonable Pricing. To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.**

**Attention Offerors/contractors that will be participating in TDR:

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing. Offers that are not highly competitive will not be determined fair and reasonable and will not be accepted.

ix. **Applicable to service offers.** Offerors proposing services have the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation, which may include published and publicly-available commercial price lists, copies of invoices, contracts and quote sheets. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed service and submitted with the offer.

(A) For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the Offeror's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree).

(B) For each proposed training course, the Offeror must provide a detailed training course description which includes the following information:

- (1) Title and brief description of the course, including major course objectives
- (2) Length of course (number of hours/days)
- (3) Minimum/Maximum number of participants
- (4) Price for additional students above minimum (if applicable)
- (5) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)

(C) Fixed Price Services: Provide a description for each fixed price service offered that clearly demonstrates how each service is within scope of the applicable SIN(s). Descriptions should contain sufficient detail to ensure ordering agencies have enough information to know what they're buying.

(D) Ancillary Supplies and Services/Other Direct Costs (ODCs) for Marketing and Public Relations Services: Provide a description for all known support products and/or Other Direct Costs (ODCs) that are proposed for award at the Schedule level that clearly describes what the ordering agencies are buying.

(E) Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF).

x. **Applicable to service offers.** Offerors must submit a Professional Compensation Plan in accordance with provision 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient.

xi. **Applicable to service offers.** Offerors must submit a copy of its policy that addresses uncompensated overtime, in accordance with provision 52.237-10 Identification of Uncompensated Overtime.

xii. **Applicable to service offers.** Service Contract Labor Standards: Applicable to this solicitation (Service Contract Labor Standards 52.222-41, and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49, and 52.222-55)

(A) The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to some nonprofessional services to be provided under this Schedule excluding pricing offered for services outside of the United States. The SCLS wage determinations applicable to this solicitation and resultant contract are located on the [MAS roadmap](#) site. Some of the proposed labor categories may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (i.e., nationwide); the Offeror will be required to comply with applicable SCLS wage determination locality rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct price analysis to determine that offered prices are fair and reasonable.

(B) Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCLS Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. Task orders may not incorporate WDs different from those incorporated into the Schedule contract, as the order may then be in conflict with the Schedule contract terms and conditions. However, Schedule contractors shall comply with the WDs incorporated into the Schedule contract based on the rate applicable to the locality in which the work is to be performed, regardless of the pricing proposed and awarded on the contract. WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated into and no other orders under that Schedule contract.

(C) In the price proposal template (PPT), indicate which of the proposed labor categories or fixed price services are subject to the SCLS by placing a double asterisk (**) next to the labor category name or fixed price service.

(D) For each SCLS eligible contract labor category or fixed price service, complete the following information in the below spreadsheet format directly in eOffer (labor categories shown are for example purposes):

SCA/SCLS Matrix		
SCLS Eligible Contract Labor Category/Fixed Price Service	SCLS Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059

Administrative Assistant	01011 Accounting Clerk I	052059
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(E) The following language shall be inserted below the SCLS/SCA matrix in the authorized price list posted on GSA Advantage:

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide)."

(F) Escalation of SCLS-covered services shall be in accordance with FAR clause 52.222-43 and either clause I-FSS-969 or clause 552.216-70, as applicable to the contract.

Note: Regulation SCP-FSS-001

Until such time as the System for Award Management (SAM) is updated to include the representation required by FAR provision 52.204-24 Representation Regarding Telecommunications and Video Surveillance Services or Equipment paragraph (c), offerors must upload their representation to eOffer prior to submitting an offer. If applicable, offerors must also upload the disclosures required by FAR 52.204-24 paragraph (d) to eOffer.

Section II. Available Offerings

This section includes a summary of the offerings available under Schedule. The Schedule offerings are broken down into 12 Large Categories with corresponding subcategories and Special Item Numbers (SINs). Detailed list of offerings under Schedule is available in the Available Offerings attachment included with the solicitation. For additional evaluation criteria and requirements based on offerings, please view the individual category attachments also included with the solicitation.

The individual category attachments will outline details related to available offerings, including:

- Subcategories,
- Special Item Numbers with corresponding North American Industrial Classification System (NAICS) codes
- Critical Elements
- Category specific evaluation criteria,
- Subcategory or SIN specific requirements
- Special ordering procedures

Large Category and Subcategory Offerings Available under Schedule:

A. Office Management

- A01. Audio Visual Products
- A02. Audio Visual Services
- A03. Document Services
- A04. Mail Management
- A05. Office Management Maintenance and Repair
- A06. Media Products
- A07. Media Services
- A08. Office Services
- A09. Office Supplies
- A10. Printing and Photographic Equipment
- A11. Records Management

B. Facilities

- B01. Facilities Maintenance and Repair
- B02. Facilities Services
- B03. Facilities Solutions
- B04. Facilities Supplies
- B05. Food Service Equipment
- B06. Structures

C. Furniture and Furnishings

- C01. Flooring
- C02. Furniture Services
- C03. Healthcare Furniture
- C04. Household Dormitory & Quarters Furniture
- C05. Miscellaneous Furniture
- C06. Office Furniture
- C07. Packaged Furniture
- C08. Signs

C09. Fitness Solutions

D. Human Capital

D01. Background Investigation
D02. Compensation and Benefits
D03. Human Resources
D04. Social Services
D05. Temporary Help Services

E. Industrial Products and Services

E01. Cleaning Supplies
E02. Fire/Rescue/Safety/Environmental Protection Equipment
E03. Fuel Management
E04. Hardware and Tools
E05. Industrial Products
E06. Machinery and Components
E07. Industrial Products and Services Maintenance and Repair
E08. Packaging
E09. Test and Measurement Supplies

F. Information Technology

F01. Electronic Commerce
F02. IT Hardware
F03. IT Services
F04. IT Software
F05. IT Solutions
F06. IT Training
F07. Telecommunications

G. Miscellaneous

G01. Awards
G02. Flags
G03. Musical Instrument
G04. Personal Hair Care Items
G05. Apparel
G06. Complimentary SINS

H. Professional Services

H01. Business Administrative Services
H02. Environmental Services
H03. Financial Services
H04. Identity Protection Services
H05. Language Services
H06. Legal Services
H07. Logistical Services
H08. Marketing and Public Relations
H09. Technical and Engineering Services (Non IT)
H10. Training

I. Scientific Management and Solutions

- I01. Laboratory Animals
- I02. Laboratory Equipment
- I03. Medical Equipment
- I04. Scientific Services
- I05. Search and Navigation
- I06. Testing and Analysis

J. Security and Protection

- J01. Marine and Harbor
- J02. Protective Equipment
- J03. Security Animals and Related Services
- J04. Security Services
- J05. Security Systems
- J06. Testing Equipment

K. Transportation and Logistics Services

- K01. Automotive Body Maintenance and Repair
- K02. Motor Vehicles (non-Combat)
- K03. Package Delivery
- K04. Packaging Services
- K05. Transportation of Things

L. Travel

- L01. Employee Relocation
- L02. Lodging
- L03. Travel Agent and Misc. Services

Section III Contract Terms and Conditions

This section outlines solicitation provisions and clauses applicable to Schedule contracts throughout the life of the contract. Please refer back to the instructional provisions within this solicitation, whenever you are making changes or updates to your contract.

Contract terms and conditions are split into two sections for organizational purposes only. Their placement here has no effect on their meaning or application. Rather, the terms and conditions are organized this way merely to help you better manage and understand your Schedule contract. All terms and conditions listed in this solicitation are incorporated into your contract at the Schedule level.

Incorporated by Reference (IBR): Many of the provisions and clauses cited in this solicitation are incorporated by reference, as authorized in the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled 'Regulations Incorporated by Reference', or they can be accessed at the following URLs: FAR: <https://www.acquisition.gov/far/> GSAM: <https://www.acquisition.gov/gsam/gsam.html>

Section III A. Terms and Conditions Related to Schedule Contract Administration

These clauses outline key components that are related to Schedule requirements and administrative contracting components to keep your Schedule up to date.

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) [4.1804\(c\)](#)

(a) *Definition.* As used in this clause —

Commercial and Government Entity (CAGE) code means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with [subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://portal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

Begin Regulation

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor

that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

Begin Regulation

**52.204-24 REPRESENTATION REGARDING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this provision —

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing —

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that —

It _____ will, _____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer:

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

Begin Regulation

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this clause —

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means –

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled –

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) *Exceptions.* This clause does not prohibit contractors from providing —

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Begin Regulation

**52.209-12 CERTIFICATION REGARDING TAX MATTERS
(FEB 2016)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it —

(1) Has _____ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not _____ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not _____, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Begin Regulation

**52.209-5 CERTIFICATION REGARDING RESPONSIBILITY
MATTERS (OCT 2015)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks

“have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ____ have not ____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

**52.209-7 INFORMATION REGARDING RESPONSIBILITY
MATTERS (OCT 2018)**

(a) *Definitions.* As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means —

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ____ has ____ does not have current active Federal contracts and grants with total value

greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in System for Award Management, which can be accessed via <https://www.sam.gov>

Begin Regulation

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

Begin Regulation

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS
– COMMERCIAL ITEMS (DEC 2019)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision —

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service —

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000–9999, except —

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of

southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology” —

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically —

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“*Subsidiary*” means an entity in which more than 50 percent of the entity is owned —

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“*Veteran-owned small business concern*” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“*Women-owned business concern*” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“*Women-owned small business (WOSB) concern eligible under the WOSB Program*” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications— Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is, _____ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13

CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:_____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies

only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g) (1) Buy American — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American —Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following

paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(List as Necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In

the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.*
(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

X (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

X (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this

provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that —

(i) It _____ is, _____ is not an inverted domestic corporation; and

(ii) It _____ is, _____ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

_____ (Do not use a “*doing business as*” name)

Is the immediate owner owned or controlled by another entity:

_____ Yes or _____ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “*doing business as*” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that —

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that —

(i) It is _____ is not _____ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is _____ is not _____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____
(Do not use a "doing business as" name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) of

Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it # does, # does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

Begin Regulation

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –
COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II – JAN 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I - OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR	Clause

	INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR	Clause

52.222-36	VETERANS (OCT 2015) EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ??PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause

52.222-51	EXEMPTION FROM APPLICATION OF Clause THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (MAY 2014)
52.222-53	EXEMPTION FROM APPLICATION OF Clause THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014)
52.222-55	MINIMUM WAGES UNDER Clause EXECUTIVE ORDER 13658 (DEC 2015)

- (d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to —
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than —
- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause —
 - (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
 - (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
 - (C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (D) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (E) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
 - (F) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(G) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(H) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(I) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(J) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(K) X [52.222-50](#), (1) Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (2) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(L) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(M) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(N) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(O) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) X (1) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).

N/A (2) Alternate I (Jan 2017) of 52.224-3

(R) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(S) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(T) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

Begin Regulation

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING
DATA (OCT 2010) (ALTERNATE IV — OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).]*

(1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule).

(2) Commercial sales practices. When the solicitation contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting, the Offeror must submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4-2 of the GSA Acquisition Regulation (48 CFR 515.4-2), or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Offeror's cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Table - Other Place of Performance	
Location	County

Table - Plant or Facility If Other Than Bidder	
Location	County

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price with Economic Price Adjustment (EPA); Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND
MATERIAL SAFETY DATA (JAN 1997)
(ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of

mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) To be determined at the task order level [Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service

employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

	Line Item No.	Country of Origin
	(List as Necessary)	

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
GSA/FAS/3Q1 100 S. Independence Mall West Philadelphia, PA 19106

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Begin Regulation

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and

submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)	Provision
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)	Provision
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2012)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS (AUG 2018)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (OCT 1995)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR	Clause

	2015)	
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (JAN 2017)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause

52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
I-FSS-972	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause

Begin Regulation

**552.204-70 REPRESENTATION REGARDING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this clause –

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it _____ will or _____ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer –

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

Begin Regulation

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE
TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

X [552.203-71](#) Restriction on Advertising

Varies by Category, Subcategory and SIN [552.211-73](#) Marking

N/A [552.215-70](#) Examination of Records by GSA

X [552.215-72](#) Price Adjustment —Failure to Provide Accurate Information

Varies by Category, Subcategory and SIN [552.219-70](#) Allocation of
Orders—Partially Set-Aside Items

N/A 552.228-70 Workers' Compensation Laws

X [552.229-70](#) Federal, State, and Local Taxes

X [552.232-23](#) Assignment of Claims

N/A [552.232-71](#) Adjusting Payments

Varies by Category, Subcategory and SIN [552.232-72](#) Final Payment

N/A [552.232-73](#) Availability of Funds

N/A [552.232-78](#) Payment Information

Varies by Category, Subcategory and SIN [552.237-71](#) Qualifications of Employees

N/A [552.242-70](#) Status Report of Orders and Shipments

N/A 552.246-76 Warranty of Pesticides

Begin Regulation

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(MAY 2019)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

N/A 552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

N/A 552.238-78 Identification of Products That Have Environmental Attributes.

Begin Regulation

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I –
SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

Begin Regulation

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II –
JUL 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).
 - (2) Increases are requested before the last 60 days of the contract period.
 - (3) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate smaller increases when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to Extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

552.238-74 INTRODUCTION OF NEW SUPPLIES/SERVICES (INSS) (MAY 2019)

(a) Definition.

"Introduction of New Supplies/Services Special Item Number (INSS SIN)" means a new or improved supply or service - within the scope of the Federal Supply Schedule (FSS), but not currently available under any Federal Supply Schedule contract- that provides a new service, function, task, or attribute that may provide a more economical or efficient means for ordering activities to accomplish their missions. It may significantly improve an existing supply or service. It may be a supply or service existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new or improved supplies or services via INSS SIN at any time by clearly identify the INSS SIN item in the offer.

(c) The Contracting Officer has the sole discretion to determine whether a supply or service will be accepted as an INSS SIN item. The Contracting Officer will evaluate and process the offer and may perform a technical review. The INSS SIN provides temporary placement until the Contracting Officer formally categorizes the new supply or service.

(d) If the Contractor has an existing schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSS SIN item in accordance with 552.238-81, Modifications (Federal Supply Schedules).

Begin Regulation

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (MAY 2019)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions.* As used in this clause —

“Energy-efficient product” means a product that —

- (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or
- (2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means —

- (1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or
- (2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

- (i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);
- (ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);
- (iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at

<http://www.energystar.gov/> and FEMP at
<http://www.eere.energy.gov/femp/procurement/>);

- (iv) Are water-efficient
- (v) Use renewable energy technology;
- (vi) Are remanufactured; and
- (vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

- (i) The offer itself.
- (ii) Printed commercial catalogs, brochures, and pricelists.
- (iii) Online product website.
- (iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of —

- (1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);
- (2) Verification by an independent organization that specializes in certifying such claims; or
- (3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

Begin Regulation

**552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING
(MAY 2019)**

(a) *Reporting of Federal Supply Schedule Sales.* The Contractor shall report all contract sales under this contract as follows:

- (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include —

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at <https://72a.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR

Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

Begin Regulation

**552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING
(MAY 2019) (ALTERNATE I – MAY 2019)**

(a) Definition. *Transactional data* encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

- (i) Contract or Blanket Purchase Agreement (BPA) Number.
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
- (iii) Non-Federal Entity.
- (iv) Description of Deliverable.
- (v) Manufacturer Name.
- (vi) Manufacturer Part Number.
- (vii) Unit Measure (each, hour, case, lot).
- (viii) Quantity of Item Sold.
- (ix) Universal Product Code.
- (x) Price Paid per Unit.
- (xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(c)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar

day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include —

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the

contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

**552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(MAY 2018) (ALTERNATE I - MAY 2019)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) *Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.*

(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

Note: Regulation 552.238-82

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

Begin Regulation

**552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(MAY 2018) (ALTERNATE II - MAY 2019)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must submit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) **Deletions.** The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

Note: Regulation 552.238-82

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, *Price Reductions* and 552.238-74, *Industrial Funding Fee and Sales Reporting*. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(DEC 2019)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (MAY 2019), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (DEC 2019)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2019)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*[®], a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!*[®] for further information.

(3) Further details on EDI, ICs, and *GSA Advantage!*[®] can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

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

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding

commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4, *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available

at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the

electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

Section III B. Terms and Conditions Related to the Performance of an Order

These clauses outline key components of your contract that flow down to the order level and may impact the ordering activity.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with –
 - (1) The Security Agreement ([DD Form 441](#)), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and
 - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

Begin Regulation

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

Begin Regulation

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the

task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

Begin Regulation

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

Begin Regulation

**552.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (OCT 2018) (DEVIATION – FEB 2007)
(DEVIATION - FEB 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights —

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), *Payment by Electronic Funds Transfer — System for Award Management*, or [52.232-34](#), *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be

considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for

payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change the Government's rights or obligations;

- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the

confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

This clause applies to fixed price orders.

Begin Regulation

**552.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018)
(ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)**

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

(1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33, Payment by Electronic Funds Transfer—System for Award Management](#), or [52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management](#)), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list**

separately the elements of other direct costs for that order.

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed

from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *[Reserved]*.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following

language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not

be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

This clause applies to Time-and-Materials or Labor Hour orders.

Begin Regulation

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

Begin Regulation

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

Begin Regulation

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging,

preservation, and/or marking are included in the pricing offered and accepted by the Government.

Begin Regulation

**552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS
(MAY 2019)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

**552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) -
NON-FEDERAL ENTITY (MAY 2019)**

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see [552.238-113](#)), authorized to place orders under Federal Supply Schedule contracts.

Begin Regulation

**552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING
ACTIVITIES) (MAY 2019)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions.*

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories

(c) Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.

☐ Contractor will provide overseas delivery only.

☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36 *Payment by Third Party*. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36 *Payment by Third Party*.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall

apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

Begin Regulation

**552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS
BY NON-FEDERAL ENTITIES (MAY 2019)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at [552.238-113](#), *Scope of Contract (Eligible Ordering Activities)*, the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause [552.238-80](#), Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at [552.238-113](#), *Scope of Contract (Eligible Ordering Activities)*, and

(2) The dollar value for sales to entities identified in paragraph (d) of clause [552.238-113](#) *Scope of Contract (Eligible Ordering Activities)*.

Begin Regulation

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the

Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

Begin Regulation

**552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES
(MAY 2019)**

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

- (1) Comply with the same terms and conditions as the Contractor for sales made under the contract;
 - (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or supply/model sold;
 - (iv) The quantity of each service or supply/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
 - (3) Be subject to audit by the Government, with respect to sales made under the contract; and
 - (4) Place orders and accept payments in the name of the Contractor in care of the dealer.
- (b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

Begin Regulation

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the

Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation "Delivery Service Requested" on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

Begin Regulation

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

Begin Regulation

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

- (b) 52.214-35 Submission of Offers in U.S. Currency
- (c) [552.238-90](#) Characteristics of Electric Current
- (d) [552.238-91](#) Marking and Documentation Requirements Per Shipment
- (e) [552.238-97](#) Parts and Service
- (f) [552.238-99](#) Delivery Prices Overseas
- (g) [552.238-100](#) Transshipments
- (h) [552.238-101](#) Foreign Taxes and Duties
- (i) 52.247-34 FOB Destination
- (j) 52.247-38 FOB Inland Carrier, Point of Exportation
- (k) 52.247-39 FOB Inland Point, Country of Importation

Begin Regulation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

- (a) Prices offered must cover delivery to destinations as provided as follows:

- (1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)
- (2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.
- (3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

- (b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

Begin Regulation

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Begin Regulation

**I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING
ACTIVITIES (MAY 2003)**

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, *Prompt*

Payment, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

Section IV. List of Attachments

This section outlines the attachments, templates, and supplemental documents that are part of this solicitation. The purpose and location of each document is stated below.

Offerors must review and submit the most recent version of the documents with their offer. Offers that do not include the most recent version of attachments will not be accepted.

A. Solicitation Requirements and Informational Documents - Found in FBO and eOffer as part of the solicitation package.

- o Consolidation Determination - The senior procurement executive determination that MAS consolidation is necessary and justified as the benefits substantially exceed the benefits that would be derived from alternative approaches.

-This attachment is included in accordance with GSAM 507.107-5 and will only be published with the initial solicitation, the document will not be attached to any subsequent refreshes to the solicitation.

- o Available Offerings Summary

- o Category Attachments (1 attachment for each large category) - Listing of Special Item Numbers, relevant NAICS and corresponding SIN information. Unique category evaluation criteria or terms and conditions are included in the category attachments.

- o IBR Full Text Clauses Document

B. Required Offer Documents found at 'Available Offerings and Requirements' GSA.gov page (www.gsa.gov/mascategoryrequirements)

- o Price Proposal Template (excel format only) - The price proposal is a mandatory offer document. For ease of use, we have divided the price proposal into relevant offering categories. You only need to fill out the price proposal template or templates relevant to your offerings. Each attachment can be found on the 'Available Offerings and Requirements' GSA.gov page.

- a) Products
- b) Services and Training
- c) Travel
- d) Transportation and Logistics Services

- o CSP-1 (not applicable to TDR)

C. Incorporated by Reference - Found on the GSA.gov 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements)

- o Wage Determinations are applicable to services that fall under the Service Contract Labor Standards Act. These wage determinations are incorporated by reference into your Schedule contract at the time of award. Wage determinations are updated annually on Schedule contracts via a mass modification.

- a. Standard Wage Determinations
- b. Non-Standard Wage Determinations
- c. Unpublished Wage Determinations

D. Required as Applicable Offer Documents - These documents require action on the part of the offeror. Some documents are completed directly in eOffer and others are completed offline and uploaded into eOffer prior to offer submission. Requirements are set forth in SCP-FSS-001, SCP-FSS-007, and in each large category attachment.

Templates that can be filled out and completed within the eOffer System (if applicable):

- o Service Contract Labor Standards (SCLS) also known as the Service Contract Act (SCA) labor

matrix - Required for SCLS applicable offers.

- o Subcontracting Plan - Required for other than small businesses. Information is completed in eOffer, but a copy must be downloaded, signed and also attached to eOffer. Template can be found on the GSA.gov 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements)

Templates provided on the GSA.gov 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements)

- o Letter of Supply - required if you are providing products that you do not manufacture
- o Agent Authorization Letter

E. Category Specific Attachments and Templates - Depending on the products or services your company would like to offer, additional attachments may be required as part of your offer submission. Large categories, subcategories and SINS that require submission of additional attachments with your offer are outlined in the large category attachments.

All category specific attachments, templates and additional requirements can be found on the MAS 'Available Offerings and Requirements' page (www.gsa.gov/mascategoryrequirements).

From: ors@gsa.gov

To: ors@gsa.gov

CC: kris.andrews@gsa.gov

Subject: Award Notice for Solicitation 7FCI-L3-030084-B posted to FBO.GOV

A notice that contract GS07F173GA pursuant to solicitation 7FCI-L3-030084-B has been awarded to ER TECH SYSTEMS GROUP INC. has been automatically posted to FBO.gov



Multiple Award Schedules (MAS) Consolidation

Frequently Asked Questions (FAQ) for Industry

About the Multiple Award Schedules Transformation:

The Multiple Award Schedules (MAS) Transformation initiative is one of four cornerstone projects underpinning GSA's Federal Marketplace Strategy to modernize and simplify the buying and selling experience for customers, suppliers and acquisition professionals.

GSA will modernize federal acquisition by consolidating the existing 24 Schedules into one single Schedule for products, services, and solutions. This will provide consistency in the program for all stakeholders, make it easier for customers to find total solutions under one contract vehicle, ensure terms and conditions meet the needs of our customers, and eliminate duplicate contracts.

About these Frequently Asked Questions:

This document contains answers to many common questions posed by our industry partners. Additional information can also be found on the [GSA Interact MAS Group](#) and www.GSA.gov/federalmarketplace, where [recordings](#) of the most recent Federal Marketplace Industry Day event are available. If you have an outstanding question that is not answered in one of these resources, please reach out to the Multiple Award Schedule Program Management Office (MAS PMO) at maspmo@gsa.gov.



GENERAL INFORMATION

1. How will the consolidation of Schedules affect existing contractors and organizations that are currently in the process of pursuing a Schedule?

It's business as usual for both existing vendors and organizations currently in the process of pursuing a Schedule. Businesses with existing contracts are able to process modifications, accept orders and are still required to maintain compliance with the current terms and conditions of their contracts. Existing solicitations are still open to new offerors, and will be until the new Schedule is released (October 1, 2019).

2. Which 24 Schedules are included in the consolidation?

The 24 Schedules being consolidated are the GSA managed Schedules. The full list is below. VA Schedules will not be consolidated at this time.

1. **738 X** Human Capital Management and Administrative Support Services
2. **76** Publication Media
3. **67** Cameras, Photographic Printers and Related Supplies and Services
4. **75** Office Products/Supplies and Services and New Products/Technology
5. **81 I B** Packing and Packaging Supplies and Services
6. **71 II K** Comprehensive Furniture Management Services (CFMS)
7. **78** Sports, Promotional, Outdoor, Recreation Trophies and Signs (SPORTS)
8. **58 I** Professional Audio/Video, Telemetry/Tracking, Recording, Reproducing, and Signal Data Solutions
9. **36** Office, Imaging and Document Solution
10. **71** Furniture
11. **72** Furnishings and Floor Coverings
12. **03FAC** Facilities Maintenance and Management
13. **51 V** Hardware Superstore
14. **66** Scientific Equipment and Services
15. **56** Building and Building Materials / Industrial Services and Supplies



U.S. General Services Administration

16. **84** Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
17. **73** Food Service, Hospitality, Cleaning, Equipment and Supplies, Chemicals and Services
18. **736** Temporary Administrative and Professional Staffing Services
19. **48** Transportation, Delivery and Relocation Solutions
20. **70** General Purpose Commercial Information Technology Equipment, Software and Services
21. **00CORP** The Professional Services Schedule
22. **23 V** Automotive Superstore
23. **751** Leasing of Automobiles and Light Trucks
24. **599** Travel Services Solutions

3. Are the Veterans Affairs (VA) managed Schedules included in MAS consolidation?

VA Schedules will not be consolidated at this time.



4. What is the strategy for consolidation?

The consolidation will occur in 3 phases through fiscal year (FY) 2020. This graphic details each phase:



5. Will GSA's systems, such as eOffer/eMod, eLibrary, GSA Advantage, and eBuy, be updated to align with the Schedules consolidation?

Yes, GSA's systems will be refreshed to reflect all updated processes and to align with the new categories under the Schedule.

6. How is Government-Wide Category Management going to be leveraged for the consolidation of Schedules?

The new Schedule will be organized by categories mapped to the current [Government-Wide Category Structure](#).

7. How will industry partners be able to identify the appropriate categories where they have expertise?

Categories will be assigned a North American Industry Classification System (NAICS) code describing the principal nature of the products or services being offered. This allows our industry partners to properly position themselves under the appropriate



categories and areas of expertise. This will also allow GSA and our corresponding eTools to more easily organize industry partners offering similar products and services, so buyers can maximize competition at the order level. GSA will continue to rely on the expertise of our industry partners and our acquisition workforce and use the government-wide category management structure as we shape these new categories.

8. What is GSA doing to develop better category (Special Item Number (SIN)) descriptions?

GSA is reviewing all the SINs currently available under Schedules. This includes mapping and consolidating duplicate SINs, rewriting category descriptions for clarity, and reorganizing where appropriate. Once GSA's review is complete, we will make the new, proposed, SINs available for public comment.

9. How will the category approach solve existing Schedule duplication issues?

Consolidation is going to make it easier to find products and services on Schedule. Our goal is to ensure that the same products and services fall under only one category at a time. After consolidation, companies that offer multiple categories will no longer need to be on multiple Schedules, so there will no longer be a need to "team" with yourself. Your company will be assigned to the appropriate categories on our consolidated Schedule. For your categories, your company will always be displayed to buyers - and with one Schedule, buyers will no longer have to scour multiple Schedules looking for your company.

10. How will GSA determine the company size (small, large, etc.) for industry partners under the consolidated Schedule?

GSA will continue using the preponderance of work NAICS to determine business size at the Schedule contract level. NAICS level business size standards are defined by the [Small Business Administration \(SBA\)](#).

11. How is the Schedules consolidation affected by FY19 NDAA changes, specifically Section 876 (Increasing Competition at the Task Order Level)?

In order to increase task order level competition, the FY19 NDAA allows GSA to award Schedules for services based on technical capability, with pricing to be determined by task order level competition.

For now, this change has no effect on Schedules consolidation. Once rulemaking for the new services contracting authority is completed, GSA will work to incorporate changes into the new consolidated Schedule.



12. How much are you relying on the experience of the Professional Services consolidation?

We are relying on lessons learned from all previous consolidation attempts and successful efforts, including GSA's Professional Services consolidation.

TERMS AND CONDITIONS

13. What are the major components of consolidating the Schedules?

Streamlining our terms and conditions is a major component of Schedules consolidation. Our goal is to do more than just remove duplication - we aim to refine and standardize terms and conditions so they are current, accurate, complete and consistent for all contractors. Common terms and conditions, like those for delivery, price reductions and trade agreements, will remain in the consolidated Schedule. Once GSA's review is complete, we will make the new, proposed terms and conditions, available for public comment.

Consolidation also offers us the chance to update and re-organize our solicitations, making them easier to read and understand. We can address category specific terms and conditions at the category level (SIN). This will also allow the contractor to offer additional categories of products and services that are currently on different Schedules, without the need to hold 2 or 3 different Schedules, and allow industry to provide a more comprehensive and solution oriented offering.

14. What process did GSA follow to streamline the Schedule terms and conditions?

The MAS program did a full review of the terms and conditions currently appearing in MAS solicitations. After looking at provisions and clauses as currently written and, based on FAR, GSAR and internal policy, the team recommended that each term and condition either be:

- Kept for all MAS;
- Kept to support category specific needs; or
- Removed.

Each recommendation included a justification for the change.

Our goal is to streamline the solicitation and better align it with the modern day commercial marketplace without losing any value for the customer or protections for the government. Once terms and conditions are streamlined, we will release a final, newly formatted, solicitation that will make the terms and conditions clear for all stakeholders.

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Cooperative Purchasing products, services, and contractors will be identified at the category level, as described in the Cooperative Purchasing regulations. Schedules consolidation will not expand this authority beyond what is currently allowed via Cooperative Purchasing.

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GSA has already started to add OLMs to current Schedules and will continue these efforts prior to the consolidation. Under consolidation, OLMs will be expanded to every contractor on Schedule.

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GSA is thoroughly reviewing MAS terms and conditions to eliminate clause duplication to only keep the provisions and clauses that are required by the Federal Acquisition Regulation (FAR), the General Services Administration Regulation (GSAR) and are necessary for a Schedule contract. At this time, there will be no revisions to the text of the GSAR or FAR clauses. This is simply a streamlining of applicable terms and conditions. Any future clause content changes will go through the formal rulemaking process.

In order for their contract to automatically transition, current Schedule contractors must accept the updated terms and conditions outlined in the mass modification when issued (estimated timeline early FY2020). When the Schedule is consolidated, current Schedule holders will maintain their current contract number. If you have multiple contracts we will work with you to determine the best solution for your company.

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This will depend on how many contracts you have. If you only have one contract (or one new follow on contract and a soon to be expired contract), your option periods will not be affected. If you have multiple contracts, GSA will provide different options depending on the status of the contracts.



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How firms negotiate pricing will not change with the consolidated Schedule. The clauses pertaining to pricing, such as the 552.238-75 Price Reductions and 552.216-70 Economic Price Adjustment, will still be in the consolidated Schedule. Any clause changes will go through a formal rulemaking process.

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Companies currently in the process of pursuing a Schedule may need to accept the updated terms and conditions for the new solicitation.

25. Will GSA continue to award MAS contracts after the consolidation?

Yes. The Schedule solicitation will remain open to new offerors during and after the consolidation.



26. Will consolidating the Schedules speed up the eOffer process, and if so, how much do you anticipate the process time will be reduced?

The act of consolidation alone will not impact how long it takes a contractor to get on Schedule. However, the components of the new Schedule will include streamlined terms and conditions and a re-formatted solicitation, which will make requirements clearer. In addition, as we consolidate the Schedules, the MAS program is reviewing many components of the offer review process and our business processes overall. We are working with our acquisition workforce to streamline and standardize business processes, where appropriate, and eliminate administrative work for contracting officers so they can be more responsive to industry and focus on their work as contracting officials.

The changes will ultimately result in both process and system changes to eOffer and our hope is that we do see a reduction in time for offerors to get on Schedule.



Multiple Award Schedules (MAS) Consolidation

Frequently Asked Questions (FAQ) for Industry

About the Multiple Award Schedules Transformation:

The Multiple Award Schedules (MAS) Transformation initiative is one of four cornerstone projects underpinning GSA's Federal Marketplace Strategy to modernize and simplify the buying and selling experience for customers, suppliers and acquisition professionals.

GSA will modernize federal acquisition by consolidating the existing 24 Schedules into one single Schedule for products, services, and solutions. This will provide consistency in the program for all stakeholders, make it easier for customers to find total solutions under one contract vehicle, ensure terms and conditions meet the needs of our customers, and eliminate duplicate contracts.

About these Frequently Asked Questions:

This document contains answers to many common questions posed by our industry partners. Additional information can also be found on the [GSA Interact MAS Group](#) and www.GSA.gov/federalmarketplace, where [recordings](#) of the most recent Federal Marketplace Industry Day event are available. If you have an outstanding question that is not answered in one of these resources, please reach out to the Multiple Award Schedule Program Management Office (MAS PMO) at maspmo@gsa.gov.



GENERAL INFORMATION

1. How will the consolidation of Schedules affect existing contractors and organizations that are currently in the process of pursuing a Schedule?

It's business as usual for both existing vendors and organizations currently in the process of pursuing a Schedule. Businesses with existing contracts are able to process modifications, accept orders and are still required to maintain compliance with the current terms and conditions of their contracts. Existing solicitations are still open to new offerors, and will be until the new Schedule is released (October 1, 2019).

2. Which 24 Schedules are included in the consolidation?

The 24 Schedules being consolidated are the GSA managed Schedules. The full list is below. VA Schedules will not be consolidated at this time.

1. **738 X** Human Capital Management and Administrative Support Services
2. **76** Publication Media
3. **67** Cameras, Photographic Printers and Related Supplies and Services
4. **75** Office Products/Supplies and Services and New Products/Technology
5. **81 I B** Packing and Packaging Supplies and Services
6. **71 II K** Comprehensive Furniture Management Services (CFMS)
7. **78** Sports, Promotional, Outdoor, Recreation Trophies and Signs (SPORTS)
8. **58 I** Professional Audio/Video, Telemetry/Tracking, Recording, Reproducing, and Signal Data Solutions
9. **36** Office, Imaging and Document Solution
10. **71** Furniture
11. **72** Furnishings and Floor Coverings
12. **03FAC** Facilities Maintenance and Management
13. **51 V** Hardware Superstore
14. **66** Scientific Equipment and Services
15. **56** Building and Building Materials / Industrial Services and Supplies



U.S. General Services Administration

- 16. **84** Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
- 17. **73** Food Service, Hospitality, Cleaning, Equipment and Supplies, Chemicals and Services
- 18. **736** Temporary Administrative and Professional Staffing Services
- 19. **48** Transportation, Delivery and Relocation Solutions
- 20. **70** General Purpose Commercial Information Technology Equipment, Software and Services
- 21. **00CORP** The Professional Services Schedule
- 22. **23 V** Automotive Superstore
- 23. **751** Leasing of Automobiles and Light Trucks
- 24. **599** Travel Services Solutions

3. Are the Veterans Affairs (VA) managed Schedules included in MAS consolidation?

VA Schedules will not be consolidated at this time.



4. What is the strategy for consolidation?

The consolidation will occur in 3 phases through fiscal year (FY) 2020. This graphic details each phase:



5. Will GSA's systems, such as eOffer/eMod, eLibrary, GSA Advantage, and eBuy, be updated to align with the Schedules consolidation?

Yes, GSA's systems will be refreshed to reflect all updated processes and to align with the new categories under the Schedule.

6. How is Government-Wide Category Management going to be leveraged for the consolidation of Schedules?

The new Schedule will be organized by categories mapped to the current [Government-Wide Category Structure](#).

7. How will industry partners be able to identify the appropriate categories where they have expertise?

Categories will be assigned a North American Industry Classification System (NAICS) code describing the principal nature of the products or services being offered. This allows our industry partners to properly position themselves under the appropriate



categories and areas of expertise. This will also allow GSA and our corresponding eTools to more easily organize industry partners offering similar products and services, so buyers can maximize competition at the order level. GSA will continue to rely on the expertise of our industry partners and our acquisition workforce and use the government-wide category management structure as we shape these new categories.

8. What is GSA doing to develop better category (Special Item Number (SIN)) descriptions?

GSA is reviewing all the SINs currently available under Schedules. This includes mapping and consolidating duplicate SINs, rewriting category descriptions for clarity, and reorganizing where appropriate. Once GSA's review is complete, we will make the new, proposed, SINs available for public comment.

9. How will the category approach solve existing Schedule duplication issues?

Consolidation is going to make it easier to find products and services on Schedule. Our goal is to ensure that the same products and services fall under only one category at a time. After consolidation, companies that offer multiple categories will no longer need to be on multiple Schedules, so there will no longer be a need to "team" with yourself. Your company will be assigned to the appropriate categories on our consolidated Schedule. For your categories, your company will always be displayed to buyers - and with one Schedule, buyers will no longer have to scour multiple Schedules looking for your company.

10. How will GSA determine the company size (small, large, etc.) for industry partners under the consolidated Schedule?

GSA will continue using the preponderance of work NAICS to determine business size at the Schedule contract level. NAICS level business size standards are defined by the [Small Business Administration \(SBA\)](#).

11. How is the Schedules consolidation affected by FY19 NDAA changes, specifically Section 876 (Increasing Competition at the Task Order Level)?

In order to increase task order level competition, the FY19 NDAA allows GSA to award Schedules for services based on technical capability, with pricing to be determined by task order level competition.

For now, this change has no effect on Schedules consolidation. Once rulemaking for the new services contracting authority is completed, GSA will work to incorporate changes into the new consolidated Schedule.



12. How much are you relying on the experience of the Professional Services consolidation?

We are relying on lessons learned from all previous consolidation attempts and successful efforts, including GSA's Professional Services consolidation.

TERMS AND CONDITIONS

13. What are the major components of consolidating the Schedules?

Streamlining our terms and conditions is a major component of Schedules consolidation. Our goal is to do more than just remove duplication - we aim to refine and standardize terms and conditions so they are current, accurate, complete and consistent for all contractors. Common terms and conditions, like those for delivery, price reductions and trade agreements, will remain in the consolidated Schedule. Once GSA's review is complete, we will make the new, proposed terms and conditions, available for public comment.

Consolidation also offers us the chance to update and re-organize our solicitations, making them easier to read and understand. We can address category specific terms and conditions at the category level (SIN). This will also allow the contractor to offer additional categories of products and services that are currently on different Schedules, without the need to hold 2 or 3 different Schedules, and allow industry to provide a more comprehensive and solution oriented offering.

14. What process did GSA follow to streamline the Schedule terms and conditions?

The MAS program did a full review of the terms and conditions currently appearing in MAS solicitations. After looking at provisions and clauses as currently written and, based on FAR, GSAR and internal policy, the team recommended that each term and condition either be:

- Kept for all MAS;
- Kept to support category specific needs; or
- Removed.

Each recommendation included a justification for the change.

Our goal is to streamline the solicitation and better align it with the modern day commercial marketplace without losing any value for the customer or protections for the government. Once terms and conditions are streamlined, we will release a final, newly formatted, solicitation that will make the terms and conditions clear for all stakeholders.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 12		
AMENDMENT/MODIFICATION NUMBER P0-0064		3. EFFECTIVE DATE Sep 01, 2022		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable) MAS	
6. ISSUED BY General Services Administration FAS, Greater Southwest Acquisition Center (7FC) 819 Taylor Street, Rm 6A06 Fort Worth, TX 76102				7. ADMINISTERED BY (If other than Item 6) GSA/FAS/QV0CE 77 FORSYTH ST SW ATLANTA, GA 30303			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) ER TECH SYSTEMS GROUP INC. 290 SW 12TH AVE STE 1 POMPANO BEACH, FL 330693214				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS-07F-173GA	
						10B. DATED (SEE ITEM 13) Sep 01, 2017	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date ☐ is extended ☐ is not extended. specified for receipt of Offers							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.							
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.							
☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral							
☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
☐ D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor: ☒ is not ☐ is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. The option is hereby exercised to extend the term of the contract. The period of performance is from 09/01/2022 to 08/31/2027. b. The pricing during this option period (unless modified IAW other contract terms) will be based on the following approved price list(s): Attachment A - CPL Annotated, effective 06/21/2022, Mod P0070							
Except as provided herein, all terms and conditions of the document referenced in Item 9A continue in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) GSA Initiated Mod				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James Watkins			
15B. CONTRACTOR/OFFEROR Signature Not Required (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA By Signed electronically See above		16C. DATE SIGNED Jun 23, 2022	
				(Signature of Contracting Officer)			
PREVIOUS EDITION UNUSABLE							

Continuation of Description...

c. The price discount relationship remain as follows:

ER Tech Systems Group, Inc. s Most Favored Customers (MFC) are "The Experience Auto Group" however, the Basis of Award is "State and Local Governments". The price/discount relationship between the Government and the BOA will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government and BOA s, which are "State and Local Governments", basic discount relationship by model will always be maintained as reflected on Attachment C-Price Proposal Spreadsheet.

d. The Economic Price Adjustment (EPA) Clause 552.216-70 applies to all items on this contract.

e. The current terms and conditions in effect for this option period are as follows:

Basic Discount - Products: Range of 20%-32%; Services: 20%
Quantity/Volume Discount - Contact Contract Administrator
Payment Terms - Net 30
Normal Delivery Terms - 14-30 DARO for Avigilon Products,
60 DARO for Salto Products
Expedited Delivery Terms - Contact Contractor
FOB Terms - Destination
Warranty - Standard Commercial Warranty
Minimum Order - None for Avigilon, \$100 for SALTO
Foreign Items - Yes

f. This modification incorporates the re representation of size status (FAR 52.212-3(c) into this contract.

g. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: $(\$100,000 / 0.9925) = \$100,755.67$

This modification is issued at no cost to either party.

All other terms and conditions remain in effect as originally accepted or subsequently changed by modification.

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 11 day of sept. 2023, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

ER TECH SYSTEMS GROUP, INC., a corporation authorized to do business in the State of Florida, with a principal address of 290 SW 12th Avenue, Suite 1, Pompano Beach, FL 33069, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide labor and materials related to automatic access doors; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the General Services Administration Multiple Award Schedule Solicitation Number 47QSMD20R0001 (the "Agreement"), attached hereto as **Exhibit "A,"** and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by utilizing terms and requirements set forth in **Exhibit "A"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A,"** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 2. Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE TOWN
CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY
MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.**

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.
2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge

to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Aleem Ghanny
Interim Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

aghanny@tppl.gov

Copy to: Jacob G. Horowitz
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: ER Tech Systems Group, Inc.
290 SW 12th Avenue, Suite 1
Pompano Beach, FL 33069

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

ER TECH SYSTEMS GROUP, INC.

BY: _____
Name: Nicholas M. Elze
Title: CEO

STATE OF Florida)
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, on this 11 day of September, 2023, as Nicholas Elze of ER Tech Systems Group, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Nicholas Elze, as CEO of ER Tech Systems Group, Inc. and who is personally known to me or has produced Personally known as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 11 day of September, 2023.

NOTARY PUBLIC
LANA LABURA
Print or Type Name

My Commission Expires:



Lana Labura
Comm. #MH023883
Expires: July 27, 2024
Bonded Thru Aaron Notary

AGENDA ITEM REPORT



To: Commission
Subject: Appointing a Commissioner
Meeting: 08 23 2023 DRAFT WORKSHOP COMMISSION MEETING - Aug 23 2023
Department:
Staff Contact:

BACKGROUND INFORMATION:

Broward County is requesting for the Town to appoint a Commissioner to the Solid Waste Disposal and Recycling Materials Processing Working Group.

RECOMMENDATION:

Appoint a Commissioner.

ATTACHMENTS:

[Selection of Representative Solid Waste](#)

MEMORANDUM

TO: Solid Waste Working Group Members & Alternates

CC: City Managers, City Attorneys and City Clerks

FROM: Mayor Greg Ross, Chair, Solid Waste Working Group

DATE: August 7, 2023

REF: Appointment to Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

I am pleased to advise you that the 75% population threshold to establish the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida has been reached. In fact, we have surpassed that threshold and have 28 municipalities and Broward County as participants to the Interlocal Agreement (ILA) representing 83% of our county population.

The next step in the process is for each participating party to appoint a representative and alternate to the Governing Board of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

In terms of job requirements:

- The appointee and alternate **MUST** be elected officials of your municipality.

In terms of job responsibilities, the following are necessary (including but not limited to):

- Attending all meetings of the Authority Governing Board.
- If selected by the Governing Board, serving on the Executive Committee of the Governing Board and attending all meetings of the Executive Committee.
- Voting on Authority business on behalf of their respective municipality.
- Communicating Authority business/actions to their respective municipality.

Time is of the essence for these appointments – we have set a September 8, 2023 deadline for all appointments to be made. Please send your municipality's appointment to Mary Lou Tighe at mltighe@browardleague.org.

Once all the appointments have been made, an initial meeting of the Governing Board will be scheduled.

Thank you for your prompt response to this important request.

{00575822.1 1547-9904256 }

AGENDA ITEM REPORT



To:

Subject: Fall FAST Fly-In to Washington, D.C.

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - September 13, 2023

Department: Administrative

Staff Contact: Geoffrey Jacobs, Commissioner

BACKGROUND INFORMATION:

The FAST Fly-In, taking place in Washington, D.C. on October 17-18, serves as a crucial forum for engaging with Florida's congressional representatives on pressing federal matters affecting municipalities such as ours. Subjects to be discussed encompass a range of issues such as utility undergrounding, infrastructure development, sanitation and sewer systems, stormwater management, broadband accessibility, resilience planning, advancements in technology, cybersecurity measures, preparedness for disasters, and strategies for crime prevention.

FINANCIAL IMPACT:

Commission travel expenses - Less than \$2500

POLICY IMPLICATIONS:

None

RECOMMENDATION:

I am attending

ALTERNATIVES:

None

AGENDA ITEM REPORT



To: Commission
Subject: Public Records Requests by the Commission
Meeting: AGENDA REGULAR COMMISSION MEETING - Sep 13 2023
Department:
Staff Contact:

BACKGROUND INFORMATION:

At the Workshop Commission meeting Commissioners agreed the priority of the Finance Department was to complete the audit and the budget.

RECOMMENDATION:

Public records requests submitted by the Commission, needing to be filled by the Finance Department needs to be prioritized based on the completion of the audit and budget.

ATTACHMENTS:

[09 27 2023 Commissioner Jacobs Complaints Log](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Sep 07 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Sep 08 2023
Marlen Martell, Town Clerk	Approved - Sep 06 2023

	A	B	C	D
1	Date	REQUEST/FORMAL COMPLAINT	FILLED	
2			YES	NO
3				
4	1/3/2023	District Map	X	
5	2/28/2023	There was a loan the town had, that the note was called upon. I had to pay off the note at ~750k when Harry was the Finance director. I am requesting all the documentation for this loan, generation, including the resolution, receipts of moneys spent under the loan and payments made to satisfy the loan. Any and all documentation to do with this loan.	WAS SEARCHING FOR DOCUMENTS. WAS FILLED BY FINANCE ON MARCH	
6	2/28/2023	I'm requesting a copy of every months credit card statements from Ashira Mohammad. Along with these statements, I'm requesting a copy of any/all reimbursement payments made to the town for when she used the towns credit card for her personal expenses.	PROVIDED BY FINANCE	
7	2/28/2023	Attached is the state acceptance letter and summary of contact information for the Town of Pembroke Park Commission Supplemental Retirement Plan. Call with any questions regarding this correspondence.	FYI	
8	3/3/2023	I'm look for the origination documents for the loan, outbound payments using the loan funds, the resolution for get the loan and all documents pertaining to the origination of the loan.	X	
9	3/15/2023	Please schedule and EMERGENCY MEETING to discuss the building department and building official now!	X OTHER COMMISSIONERS NOT AVAILABLE	
10	3/16/2023	This is just to make you aware that I am calling for and will continue to call for an emergency meeting daily. Neither the town manager nor town clerk want this meeting to happen. The meeting is on regards to the building department and public works. I've also made it very clear I'm steering the ship but the town clerk continues to creat a mutiny!	X OTHER COMMISSIONERS NOT AVAILABLE	

	A	B	C	D
11	3/16/2023	7:13 AM As Mayor, I'm officially calling for an "EMERGENCY MEETING" to discuss the building and public works department for the second time!	X OTHER COMMISSIONERS NOT AVAILABLE	
12	3/16/2023	7:17 AM And I made a second request again today and will continue to do so each and every day until one happens.	X OTHER COMMISSIONERS NOT AVAILABLE	
13	3/16/2023	9:20 AM same request	X OTHER COMMISSIONERS NOT AVAILABLE	
14	3/17/2023	5:26 AM As Mayor, I'm officially calling for an "EMERGENCY" meeting again. This meeting is for the current commission to discuss the building department /building official and public works.	X OTHER COMMISSIONERS NOT AVAILABLE	
15	3/22/2023	I'm going to simplify this request for you. I'm requesting copies of ALL credit card statements and copies of ALL reimbursements for any personal expenses made on the town credit card from 2020-2010 for three people. Ashira, Stephanie and Natasha.	X COMPLETED BY FINANCE ON MARCH 21, 2023	
16	3/23/2023	We will all three sit down and go over the agenda prior to it posting. Two items need to be added for discussion: 1) Police - Mayor Jacobs 2) Elected's - Mayor Jacobs. I have talked to the attorneys and they will put on a presentation of the positions and responsibilities per the charter prior to us deciding seated positions.	X THE MEETING TOOK PLACE	
17	3/23/2023	This is a formal complaint against the Town Clerk for violation of the "Code of Conduct". Her behavior at the commission meeting was in direct violation. As a reminder, she emailed everyone a copy of the code of conduct prior to the meeting and gave everyone a copy of the code prior to the netting. The only one who didn't follow it was her and she needs held accountable.	X NOTED	
18	3/27/2023	Please email all commissioner the 2018 OIG report including myself.	X HANDLED BY JC	

	A	B	C	D
19	4/26/2023	PowerPoint presentation forwarded to me at 6:13 PM	X IT WAS AVAILABLE FOR THE MEETING ALTHOUGH PROVIDED AFTER THE MEETING BEGAN, WORKSHOP BEGAN A 6 PM	
20	4/26/2023	Your position is not to confirm a quorum but only to schedule meetings. You were clearly informed of the by the towns attorneys last month.	X NOTED	
21	5/12/2023	I'm requesting an an official copy of the tallied votes and the copy of the form the town clerk wrote the votes down on at the commission meeting on 5/10/23.	X	
22	5/16/2023	There was a loan the town had, that the note was called upon. I had to pay off the note at ~750k when Harry was the Finance director. I am requesting all the documentation for this loan, generation, including the resolution, receipts of moneys spent under the loan and payments made to satisfy the loan. Any and all documentation to do with this loan.	X PROVIDED UPLOAD TO THE WORKSHOP COMMISSION MEETING OF AUGUST 23. ITEM 13.3	
23		I'm requesting a copy of every months credit card statements from Ashira Mohammad. Along with these statements, I'm requesting a copy of any/all reimbursement payments made to the town for when she used the towns credit card for her personal expenses.	X COMPLETED BY FINANCE ON MARCH 21, 2023	
24	5/16/2023	In addition to Ashira Mohammad's credit card, I'm also requesting Stephanie Woodberry and Natasha Joseph's credit card statements statements and repayments to the town for personal expenses.	X COMPLETED BY FINANCE ON MARCH 21, 2023	

	A	B	C	D
25	5/21/2023	I need all receipts for US conference of Mayors summer 2022 Reno, NV. This includes conference, hotels and airfare.	X	
26	5/24/2023	I am requesting the copy of the paper in which Commissioner Hodgkins read his statements from regarding Censuring me! It was used in the Dias in written format he read from on 5/24/2023.	X	
27	5/29/2023	I need a copy of the GPS data for vehicle license plate XJ7925 May 26th 2023 - May 30th 2023. And who is the vehicle currently assigned to?	X	
28	5/30/2023	Formal complaint Nazly	X	
29	6/12/2023	I am requesting all email, phone calls, voice mail and text communication between commissioner Hodgkins and the police department, including the former police cheif, command staff and officers. Second request.	X EMAILED ON JUNE 15, 2023	
30	6/22/2023	I'm requesting the following police report. Mobley	X PROVIDED ABY POLICE DEPT.	
31	6/24/2023	I'm requesting copies of the picture of the large cracks in the chambers floor.	X	
32	6/27/2023	I'm requesting the complete copy of the Miguel Nunez investigation. The tax payers spent a lot of money on this.	X	

	A	B	C	D
33	6/28/2023	Formal public records request for the complaint filed by town employee Juan against town employee Byron. Any and all documents pertaining to this complaint.	X	
34	7/5/2023	I wish to bring to your attention a matter concerning the acquisition of certain documents. It has come to my notice that there has been difficulty in obtaining these documents through the town clerk's office. As I am currently abroad, it is somewhat concerning that I have been able to secure these documents while out of the country.	X THE DOCUMENT IN THE EMAIL WAS A DRAFT NOT AN OFFICIAL DOCUMENT	
35	7/5/2023	Suspension of Jan Yequi	X SAME AS ABOVE	
36	7/25/2023	Please promptly provide me with the towns "agency number" for FRS.	X AVAILABLE ON THE WEB	
37	7/31/2023	Formal complaint Nazly	X SAME COMPLAINT	
38	7/31/2023	Review/Discuss on matters concerning Miguel Nunez & related staffing issues	X PERSONNEL ISSUE WITH PENDING LITIGATION	
39	8/1/2023	I am writing to request specific documentation related to a past incident involving Lt. Dennis Allen. It has come to my attention that an incident occurred in which Sgt. Allen was reportedly recorded asleep for approximately four hours during his shift, within his vehicle stationed behind the police department, prior to his promotion to Lieutenant.	X NO VIDEO EXISTS	

	A	B	C	D
40	8/3/2023	Requesting external investigation report and supporting documents. - Attorneys completed report - Emails - Text messages - Voice mails - Videos - Documentation - Any other related correspondence	X	
41	8/5/2023	I am writing to formally request a copy of all financial disclosure forms for the year 2023. This request is made in accordance with the provisions of the Freedom of Information Act.	X AVAILABLE LINK ON OUR WEBSITE AS PER OIG	
42	8/6/2023	Formal complaint Nazly	X PERSONNEL ISSUE WITH PENDING LITIGATION	
43	8/6/2023	Expenditures in Bamboo Mobile Home Park		X
44	8/6/2023	Request regarding USDA Loan	x	
45	8/6/2023	Formal complaint with attachments on Memorial Day	X PERSONNEL ISSUE WITH PENDING LITIGATION	
46	8/7/2023	Social Economic Development Study Delay	X EMAILED BY JC ON AUGUST 7, 2023	

	A	B	C	D
47	8/7/2023	Complaint to the OIG about the Town Clerk, USDA and mobile home parks	X	
48	8/10/2023	For the special meeting on August 17th at 6pm, I'd like to include a discussion about the police department on the agenda.	X OTHER COMMISSIONERS NOT AVAILABLE	
49	8/10/2023	I would like to formally request the inclusion of an additional agenda item for the special meeting scheduled for 6pm on August 17th, titled "Discussion on the Memorial Day Incident". Supporting documents for this discussion will encompass the preliminary email report of the incident, all relevant public records emails I have been requesting related to the event, all pending public records requests pertaining to the incident that remain unaddressed, and the correspondence forwarded by employee Nazley to the commissioners.	X PERSONNEL ISSUE WITH PENDING LITIGATION	
50	8/11/2023	Consider this as formal call for a special meeting on August 17th at 630pm for Police Department Retention and Recruitment. Second item is the "Memorial Day Incident". Backup information was stated in the previous emails.	X PERSONNEL ISSUE WITH PENDING LITIGATION	
51	8/13/2023	On Saturday, August 12th, it has come to my attention that Koinonia Worship Center hosted a public gathering in Pembroke Park with the presence of the Pembroke Park Commissioners and the towns local law enforcement. I would like to kindly remind that, in the interest of public safety, all outdoor events outside the sanctuary of a religious institution necessitate a proper event permit. Rev. Jones, former mayor of West Park and owner of Koinonia Worship Center, has been communicated this requirement on numerous occasions over the past four years. The towns Chief Code Enforcement Officer has refused to violate the church continuing to show selective enforcement within Pembroke Park.	X ACCUSING CHIEF CODE ENFORCEMENT OFFICER. PENDING LITIGATION	
52	8/13/2023	Event Permit Inquiry for Koinonia Worship Center	X SAME AS ABOVE	

	A	B	C	D
53	8/13/2023	Directors' Time Clock Logs	X	
54	8/14/2023	In line with our prior communication, I had scheduled the special meeting for 6:30 PM August 17th. It's important to note that the town utilizes YouTube for its recordings, which does not operate on fixed time slots. The platform provides flexibility to start and end the recording as needed. Based on your perspective, this would imply that we cannot utilize YouTube for commission meetings due to the unpredictability of their durations.	X OTHER COMMISSIONERS NOT AVAILABLE	
55	8/14/2023	It has been communicated on multiple occasions that your role is primarily to post the meetings when convened by the commissioners, rather than establishing a quorum. It appears this directive may not have been clearly understood.	X OTHER COMMISSIONERS NOT AVAILABLE	
56	8/14/2023	Formal Complaint to OIG	X	
57	8/14/2023	Requesting update on Nunez case and Memorial Day incident.	X PERSONNEL ISSUE WITH PENDING LITIGATION	
58	8/15/2023	Emergency Meeting_ Pembroke Parks Police Department Punic Safety Concerns! Several emails on this request.	X OTHER COMMISSIONERS NOT AVAILABLE	
59	8/15/2023	Request for Finance Director's Resignation Letter	X	
60	8/16/2023	Expenditures & Documentation for Bamboo Paradise Mobile Home Park and the _Bamboo Social Club_		X

	A	B	C	D
61	8/17/2023	WPLG TV Request Expenditures Jacobs and David	NOT A REQUEST FROM COMMISSIONER JACOBS	X
62	8/18/2023	Formal Public Records Request Who is in charge of PRR	X	
63	8/18/2023	Who from OIG made the request for the investigation.	X	
64	8/22/2023	Memorial Day Incident	X PERSONNEL ISSUE WITH PENDING LITIGATION	
65	8/23/2023	Action Required on Social Economic Development Study Delay	X EMAILED BY JC ON AUGUST 7, 2023	
66	8/23/2023	Specifically, I am seeking copies of all resignation letters submitted by sworn officers within our jurisdiction since October 1, 2022.	X PROVIDED AUGUST 28 VIA EMAIL	
67	8/23/2023	Formal Complaint GPS, Memorial Day Incident	X PER EMAIL ON AUGUST 28 BY HR GPS WAS PROVIDED	

	A	B	C	D
68	8/23/2023	USDA and credit card	X COMPLETED BY FINANCE ON MARCH 21, 2023 AND AVAILABLE ON AUGUST 23 WORKSHOP ITEM 13.3	
69	8/25/2023	I am writing to request a thorough review of the video from our workshop on August 23rd at 6 PM, as I have identified a potential discrepancy that needs your immediate attention.	X	
70	8/29/2023	Remaining queries include: What is the status of conference registration for Nazly? Why is it included in the previous email? Who was identifying the driver of the city vehicle? Who were the two non-town employees who were in the vehicle with Nazly as it's a direct violation of building departments vehicle policy?	X	
71	8/29/2023	Again part of this is public record... Where is the conference registration for Nazly? Where is final copy of her expenditures? The one you provided isn't completed copy nor dated by Joseline. Furthermore, its not been "reviewed and approved by" without a signature and date. So where is the final copy and did the town already pay this? If so please provide documentation it was paid.	X PROVIDED ON AUGUST 28 VIA EMAIL	
72	9/1/2023	Must I remind you the municipality of Pembroke Park operates under a commission-based governance structure, consisting of five commissioners with equivalent authority, influence, and voting power. In this setting, the Mayor does not possess more power over the commission, nor was a vote conducted in relation to this matter. Her statement is null and void.	X NOTED AND BROUGHT BEFORE THE COMMISSION ON SEPTEMBER 13	

	A	B	C	D
73	9/1/2023	I've submitted the document requests on multiple occasions, some still pending from nearly two years ago. The responsibility for tracking and maintaining these records falls squarely on your shoulders as the town clerk. While I'm more than willing to cooperate, it's not within my purview to continuously resend information or guide you on how to execute your job responsibilities.		X WILL CONTINUE SEARCHING FOR OPEN REQUESTS
74	9/6/2023	I am requesting the information regarding Robert Day's next of kin, as well as the date and details of his services?	X INACCURATE, DAY WAS TERMINATED	
75	9/11/2023	It's unfortunate that I must address a communication gap concerning Robert Dibenedetto's recent passing and funeral arrangements. I apologize for this oversight and stress the importance of fostering clear and timely communication within our town. I only became aware of the details two days before the service, and that was after my own inquiry. I had the privilege of representing our community at Robbie's funeral this past Friday, where his mother conveyed heartfelt thanks for the support from all of us.	X EMAILS OF HIS SERVICE WAS PROVIDED AS SOON AS IT WAS AVAILABLE	

AGENDA ITEM REPORT



To: Commissioners
Subject: CLOSE-OUT MEMORANDUM
Meeting: 09 13 2023 DRAFT AGENDA REGULAR COMMISSION MEETING - Sep 13 2023
Department: Administrative
Staff Contact:

BACKGROUND INFORMATION:

On June 26, 2023, Commissioner Jacobs filled a complaint accusing me of falsely/fraudulently recording Commissioner Jacobs vote as a "no". Therefore, alleging Official Misconduct by the Town Clerk Marlen Martell. Interviews were held and testimony was provided by Commissioner Jacobs, Ms. Reutlinger, and Ms. Martell. The attached Close-Out Memorandum states Special Agent McBride findings:

On Thursday, July 13, 2023, McBride received a copy of the finalized, official minutes, for the May 10, 2023, regular commission meeting. The undersigned has reviewed the official minutes and concur with McBride that the Town Commission agreed upon the minutes which included a recorded verbalization, uttered by Jacobs which was recorded as, "Again Chief Howard I apologize for the commission up here (**inaudible**)." There is a footnote listed indicating the following. NOTE: (During the transcription of item 6, some discussion followed before Jacobs gave a final vote, this is where this transcriptionist did not hear any type of final decision).

Neither Martell nor Reutlinger falsified, caused unlawful harm to, or gained a benefit, from the documentation of the minutes of the meeting for May 10, 2023. Jacobs' vote on the matter before the Town Commission, on May 10, 2023, was documented, verbatim, to record as a permanent part of the record, his actual words and statement.

RECOMMENDATION:

Public apology to Ms. Reutlinger and Mrs. Martell

ATTACHMENTS:

[Closeout memo Pembroke Park MARLEN AND SUZI](#)



HAROLD F. PRYOR
STATE ATTORNEY
SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA
BROWARD COUNTY COURTHOUSE
201 S.E. SIXTH STREET
FORT LAUDERDALE, FL 33301-3360

PHONE (954) 831-6955

CLOSE-OUT MEMORANDUM

To: File

From: Michelle Boutros (MB)
Public Corruption Unit

Re: Marlen Martell
File # PC23-07-050
Date: August 18, 2023

SUMMARY:

This investigation was referred to the SAO by the Florida Department of Law Enforcement ("FDLE") and opened by the Public Corruption Unit on July 27, 2023. The complaint involves an allegation that during the May 10, 2023, regular commission meeting, Town of Pembroke Park Commissioner Geoffrey Jacobs ("Jacobs") did not verbally cast a "yes" or "no" vote, on a motion before the Commission, to vote on the termination of employment of the Town of Pembroke Park Chief of Police, David Albert Howard ("Howard"). Jacobs accused the Town Clerk, Marlen Martell ("Martell"), of falsely/fraudulently recording Commissioner Jacobs' vote as a "no".

FINDINGS:

On Monday, June 26, 2023, Jacobs requested that (FDLE) conduct an inquiry into a claim of official misconduct involving Martell. On Monday, June 26, 2023, Special Agent Michael McBride ("McBride") was tasked with conducting an inquiry into the complaint made by Jacobs.

On Tuesday, June 27, 2023, McBride obtained a sworn, audio-recorded statement from Jacobs. In summary, Jacobs stated his occupation is an entrepreneur and Assistant Operations Director of Silver Airways. Additionally, he is an elected official with the Town of Pembroke Park and has held that office since March 2019.

Jacobs alleged that during the May 10, 2023 regular town commission meeting a vote was held, by the Town Commissioners, on whether to terminate the employment of Howard. Jacobs alleged that when it came time for his verbal vote of "yes" or "no" to be cast, he was cut off by the Town Clerk and thus, he did not get the opportunity to cast a verbal vote. Jacobs alleged that Martell documented a written note of his vote as "no" in her written notes of the meeting. Jacobs alleges this constitutes an act of official misconduct. Jacobs accuses Martell of "falsifying the vote". Jacobs stated the other members of the Town Commission voted to terminate the employment of Howard. Jacobs implied the motivation for the aforementioned alleged action is political and began after a change in the makeup of the elected officials on the Town Commission in March of 2023.

On Thursday, June 29, 2023, McBride obtained a sworn, audio-recorded statement from Martell. In summary, Martell stated she is employed as the Town Clerk for the Town of Pembroke Park. She stated she began as a contract employee in November 2019. On May 27, 2020, she was hired as the Deputy Town Clerk. In November 2020, her title was changed to Town Clerk. She went on to state that some of her responsibilities are to be the Supervisor of Elections, records custodian and historian for the town and its permanent documents. Additionally, she oversees the minutes for town meetings as well as holding the official seal of the town.

McBride informed Martell that a criminal allegation was made by Jacobs alleging, during the May 10, 2023, regular commission meeting, he did not cast a verbal vote for a "yes" or "no" in the matter of whether to terminate the employment of Howard. The accusation made by Jacobs was that Martell documented a written vote of "no" on the matter. Martell stated the minutes of a meeting are to document the action taken. She stated when the role is taken on a vote before the commission, the only thing that is to be verbalized is a "yay" or "nay", and it is not a discussion at that time.

Martell recalled the vote in question from the May 10, 2023, regular commission meeting. Regarding Jacobs, Martell stated: "I called the role. I called his name. He chose to not make a vote. He started elaborating about how he was sorry and blah, blah, blah. That's not your vote. You decided not to vote." Martell indicated there were two votes regarding the matter before the commission. One, was a motion to decide if a vote would be held to consider a vote for terminating the employment of Howard. Martell stated Jacobs voted on that motion, verbally as: "Absolutely not." She indicated it was a mistake, on her part, that she wrote "no" as the response for the second vote. She based this on the strong objection previously verbalized by Jacobs. She stated, "I really did not realize that he (Jacobs) hadn't said yes or no. Based on what he started to say I immediately just wrote no and went to the next person like I always do." Martell indicated a "no" vote, by Jacobs, would not affect the outcome of the decision before the Town Commission due to the other four (4) commissioners voting "yes" on the matter. Additionally, she indicated Jacobs could have protested if he felt he had not been given the chance to vote but he verbalized no such protest. Martell stated that had Jacobs protested, he would have been allowed to verbalize a "yes" or "no" vote. When shown the copy of the notes, from the May 10, 2023,

regular commission meeting, Martell stated the documents are merely notes, are not official documentation, and are not part of the permanent record. She stated she had written the notes. Martell stated the minutes of the meeting are the official record of the vote and can be amended before being validated as a permanent part of the record. She stated the assistant to the Town Clerk, Susan Reutlinger, ("Reutlinger") is the person who would officially record the minutes for a commission vote. Martell stated the minutes for the May 10, 2023, meeting were questioned by Jacobs, at a town commission meeting on June 14, 2023, where he alleged that Martell had committed a falsification of a vote. The Town Attorney advised that was not correct and recommended the minutes for the May 10, 2023, meeting be documented "verbatim". Martell indicated those minutes will be discussed, decided upon, and validated during the July 12, 2023, regular town commission meeting. Martell described her relationship with Jacobs as both professional and personal. She recounted how they became close after she suffered the loss of a parent in 2020. Martell indicated the relationship became contentious after Jacobs did not get a job, in the private sector, and accused the Town of Pembroke Park as part of the reason he did not get the job. Martell went on to state that she feared for her safety under the belief that Jacobs is the type of person who may commit an act of violence in the workplace. Martell stated she had not made any formal report, or notification, regarding these fears, to any town official. McBride informed Martell that there were procedures in place to report such a concern and that he was duty-bound to notify Town of Pembroke Park Acting Chief of Police Ra Shana Dabney-Donovan of the concerns brought by her.

On Friday, June 30, 2023, McBride obtained a sworn, audio-recorded statement from Reutlinger. Reutlinger stated she is the Assistant to the Town Clerk and has been employed in that position for approximately 4 years. She described some of her job duties as filing meeting minutes,

resolutions, ordinances, and records requests. She stated she believes she is fairly well versed in what is and what is not a public record. Reutlinger was informed that a criminal allegation of official misconduct was alleged by Jacobs, regarding a vote before the Commission during the May 10, 2023, regular commission meeting, on whether to retain the employment of Howard. Reutlinger stated she recalled the vote on whether to retain employment of Howard and how each Town Commissioner voted. She specifically recalled Jacobs' verbal reply to the vote as: "Sorry...umm, Chief Howard, I apologize for the Commissioners, and then, on the recording, it's not heard on the recording, at all, what he stated but..." She went on to state that Jacobs verbalized a "NO. Not no, umm... absolutely not." Reutlinger indicated she understood that verbalization indicating Jacobs did not want to terminate the employment of Howard. Reutlinger was shown the notes from the commission meeting. She identified them as Town Clerk Martell's notes. She stated the notes are only retained until the commission votes on them. Reutlinger stated the "action minutes" are the only permanent, public record that is retained. She stated that the minutes from the May 10, 2023, meeting had yet to be validated and/or voted upon by the Town Commission due to a complaint by Jacobs that they were not correct.

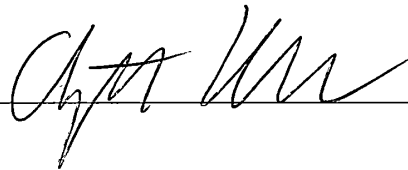
On Thursday, July 13, 2023, McBride received a copy of the finalized, official minutes, for the May 10, 2023, regular commission meeting. The undersigned has reviewed the official minutes and concur with McBride that the Town Commission agreed upon the minutes which included a recorded verbalization, uttered by Jacobs which was recorded as, "Again Chief Howard I apologize for the commission up here (**inaudible**)." There is a footnote listed indicating the following. NOTE: (During the transcription of item 6, some discussion followed before Jacobs gave a final vote, this is where this transcriptionist did not hear any type of final decision).

McBride believes that all of the above-listed information indicates there is no probable cause for violation of the following Florida State Statutes: Falsifying Records, F.S.S. 839.13 (2) (a) or Official Misconduct, F.S.S. 838.022 (1) (a) and the undersigned, after a careful review of the evidence adamantly, agrees.

Neither Martell nor Reutlinger falsified, caused unlawful harm to, or gained a benefit, from the documentation of the minutes of the meeting for May 10, 2023. Jacobs' vote on the matter before the Town Commission, on May 10, 2023, was documented, verbatim, to record as a permanent part of the record, his actual words and statement.

CONCLUSION:

As such, PC PC23-07-050 is closed without further action.

REVIEWED BY:  DATE: 8-18-23