

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050787

1. ACTION REQUESTED/PURPOSE: Approve Bid Waiver # W-050523, to waive the formal quotation procedure, and allow Lee County Public Safety to purchase an Andros F6A Bomb Robot and associated accessories, from Remotec Inc. A waiver has been requested because Remotec Inc. has been chosen by the federal granting agency (Office for Domestic Preparedness, Department of Homeland Security) as the sole source for this product, in order to standardize domestic security equipment on a region wide basis. The granting Agency has allotted \$215,000.00 for the purchase of the robot and associated accessories.

2. WHAT ACTION ACCOMPLISHES: Provides the Lee County Port Authority with a bomb robot to respond to acts of terrorism as part of the homeland security program.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval of purchase.

4. Departmental Category: 7 <u>A7A</u>		5. Meeting Date: <u>06-21-2005</u>
6. Agenda: <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	<u>AC-4-1</u>
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Public Safety</u> Division _____ By: <u>John Wilson</u> <i>JL</i>

9. Background: On June 1, 2005, the Division of Purchasing received a request from Public Safety Department to waive the formal quotation procedure to allow for the purchase of an Andros F6A Bomb Robot and related accessories from Remotec Inc.

Account String: 11079500100.331200.9005

ATTACHMENTS:

- (1) Request for Bid Waiver
- (2) Justification for Waiver Purchase
- (3) Remotec Inc.'s Sole Source Letter
- (4) Price Estimate from Remotec
- (5) Copy of Grant Document

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 6/2/05	<i>[Signature]</i> 6/2/05			<i>[Signature]</i> 6/2/05	<i>[Signature]</i> 6/2/05	<i>[Signature]</i> 6/2/05	<i>[Signature]</i> 6/2/05	<i>[Signature]</i> 6/2/05	<i>[Signature]</i> 6/2/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: _____
 Time: _____

Forwarded To:
Admin 6/3/05

RECEIVED BY
 COUNTY ADMIN: *[Signature]*

 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 6/2/05
 7:30 PM

LEE COUNTY DIVISION OF PUBLIC SAFETY

MEMORANDUM

FROM



DIVISION OF PUBLIC SAFETY

To: Janet Sheehan, Purchasing Director
From: John D. Wilson, Director *JDW*
Subject: Sole Source Bid Waiver
Date: June 1, 2005

Please prepare a bid waiver for the Andros F6A Bomb Robot. The Grantee Agency requires the sole source purchase of an Andros F6A Robot from Remotec to standardize domestic security equipment so that it can be used to respond to terrorist incidents on a region wide basis. Furthermore, it allows mutual aid emergency ordinance disposal personnel from other agencies to use this equipment should it be necessary in such a response, and vice versa.

Thanks

/cm

ATTACHMENT # 2

APPROVED: 7/9/02

JUSTIFICATION FOR SOLE SOURCE AND/OR WAIVER PURCHASE

REQUISITION NUMBER _____ DATE JUNE 1, 2005

DEPARTMENT PUBLIC SAFETY BUSINESS UNIT 11079500100

SUGGESTED VENDOR

REMOTEC (DEFENSE CONTRACTOR)

ITEM DESCRIPTION AND REASON FOR SOLE SOURCE AND/OR WAIVER:
(MAY ALSO BE ATTACHED AS A MEMO)

ANDROS F6A BOMB ROBOT AND EOC ROBOT BATTERIES: THIS IS A STATE MANDATE PURCHASE FROM THE OFFICE FOR DOMESTIC PREPAREDNESS (ODP) & HOMELAND SECURITY (SHSGP)

TECHNICAL CHARACTERISTICS:

SEE ATTACHED

REASON FOR REQUESTING SOLE SOURCE:

ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS:

ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS:

ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS:

TECHNICAL CHARACTERISTICS OF REQUESTED ITEM ARE ESSENTIAL TO OUR NEEDS BECAUSE:

NO OTHER MANUFACTURER OF THIS TYPE OF PRODUCT EXISTS

OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM REQUIREMENTS:

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

OTHER _____

MUST PERFORM PRICE OR COST ANALYSIS OR ATTACH NEGOTIATED PRICE QUOTE FROM VENDOR; LETTER FROM MANUFACTURER STATING SOLE SOURCE.

A) PRICE ANALYSIS PERFORMED

BASED ON:

B) COST ANALYSIS PERFORMED:

BASED ON:

Revision Date:

for [Signature], Public Safety Director
 SIGNATURE AND TITLE OF REQUESTER

I, *Earl Pflaumer*, AUTHORIZED BUYER,
 CONCLUDE THE FOLLOWING:

SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

SOLE SOURCE JUSTIFICATION IS INADEQUATE AND REQUISITION IS RETURNED TO DEPARTMENT.

DUE TO TIME RESTRAINTS PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

COMPETITIVE/NON-COMPETITIVE BID WAIVER APPROVED.

Earl Pflaumer
 BUYER

Jane S. [Signature] (RDF)
 PURCHASING DIRECTOR

NORTHROP GRUMMAN

Northrop Grumman Corporation Electronic Systems

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716
(865) 483-0228
(865) 483-1426 Fax

Ms. Cindy McBride
Lee County Purchasing Department
Lee County, Florida
1-239-344-5429

June 1, 2005

Dear Ms. McBride:

This letter is to inform you that REMOTEC, Inc., the World Leader in EOD robots, is the sole manufacturer and distributor of the ANDROS line of hazardous duty mobile robots. REMOTEC's ANDROS F6A robot is one of the most popular units with Police Departments, Fire Departments, SWAT teams, HazMat teams and government agencies in the United States and throughout the world. The ANDROS F6A is used by the FBI Hazardous Devices School in the Robot Course and Basic Course of instruction. Some of the benefits and features of the ANDROS F6A include the following:

- 1. REMOTEC is the leading supplier of EOD (Explosive Ordnance Disposal) robots for the United States military, Central Intelligence Agency, Federal Bureau of Investigation Bomb Data Center and the United States Secret Service White House Security.
- 2. REMOTEC has over 1300 robots currently in use including 400 ANDROS Mark VI-A/F6A robots.
- 3. The dual articulating track design of the ANDROS F6A allows the operator to lengthen or shorten the robot to operate in confined spaces. The ANDROS F6A is the only unit of its size and type that has this capability. The track design is patented under U.S. Patent Nos. 4,932,831 and 5,022,812.
- 4. REMOTEC robots are manufactured in Clinton, Tennessee. All parts and service support are provided from this location, which allows the capability to provide most replacement parts within a 24 hour time period.
- 5. REMOTEC provides after hour and weekend service for those customers who may have a question and / or may need other forms of assistance.
- 6. REMOTEC robots are environmentally sealed and can function in all climates. All Remotec robots may be decontaminated using detergent and water pressures less than 100 PSI.

- 7. The REMOTEC ANDROS F6A is capable of climbing 45°, forward and backward.
- 8. The dual articulating track design of the ANDROS F6A allows the vehicle to climb over 18-inch obstacles and 24-inch wide ditches.
- 9. The ANDROS F6A can climb the roll out steps on commercial airplanes. It can also traverse down the aircraft aisle and reach into overhead compartments and across seats to retrieve suspect packages.
- 10. The ANDROS F6A vehicle can be operated in DC or AC operational mode for extended run time for such applications as hostage negotiations or negotiating with a barricaded suspect.
- 11. The ANDROS F6A comes standard with a two-way audio system. This system can be utilized for hostage negotiation or other remote forms of communication.
- 12. The ANDROS F6A is the only vehicle in its size class that can mount and fire the JROD from the robot arm. The JROD is the most widely used among EOD teams within the United States Military.
- 13. The ANDROS F6A comes with three cameras, a pan and tilt color surveillance camera with 215:1 zoom and night vision capabilities and 360-degree rotation, a fixed color 32:1 zoom arm camera, and a black and white drive camera. The system can be upgraded to a total of four cameras. There is an optional pan and tilt with 215:1 zoom and night vision capabilities, 360-degree rotation color arm camera.
- 14. The ANDROS F6A can be utilized for a Weapons of Mass Destruction (WMD) scenario and can be outfitted with multiple chemical and radiation sensors.
- 15. All REMOTEC products are built to ISO-9001 quality control standards.
- 16. REMOTEC is the only company that offers remote chemical agent and radiation monitoring displaying the results back through the robot data link. Detection modes are changed remotely from the switchbox that controls the robot.
- 17. The ANDROS F6A can pull a minimum of a 175 lb. downed individual.
- 18. The ANDROS F6A can pull a 2 ½" charged fire hose a minimum of 100' and direct the spray as required.
- 19. The ANDROS F6A robot can mount up to four PAN Disrupters on the arm at one time.
- 20. Please contact me at REMOTEC if I can provide any additional information on the ANDROS F6A and its capabilities.

Sincerely,

Jim Daniels
Marketing Department
REMOTEC, Inc. / A Subsidiary of Northrop Grumman
(865) 483-0228 Ext. 165 (Phone)
(865) 483-1426 (Facsimile)
jdaniels@remotec-andros.com

NORTHROP GRUMMAN

Print Date: 6/1/05

Remotec

REV: 0

<p style="text-align: center;">REMOTEC, INC. BUDGETARY ESTIMATE - DOMESTIC</p> <p>FROM: REMOTEC, Inc. 353 JD Yarnell Industrial Parkway Clinton, TN 37716 Attn: Don Wilson Phone: (865) 483-0228 Ext 201 Fax: (865) 483-1426 Cell (865) 548-6197</p> <p>TO: Cindy McBride, Administrative Supervisor - Public Safety Cindy@leegov.com Phone: 239/344-5401 FAX: 239/344-5419</p> <p style="text-align: center;">PAGE 1 OF 3</p>	<p>REMOTEC Reference No. 4352</p> <p>Date: 1-Jun-05</p> <p>Terms: Net 30 Days</p> <p>Prices are F.O.B. Clinton, TN 37716</p> <p>Delivery: 120 Days or Less After Acceptance of Order (For Multi-Vehicle Orders Check With Sales Dept.)</p> <p>This pricing is valid for 90 days.</p>
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ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS F6A Vehicle Assembly: -Double-Articulated, Tracked Chassis -Manipulator Arm with Shoulder and Elbow Pivot -Manipulator Shoulder Rotate (±90°) Assembly -Wrist Pitch with 8 in. Grip Extend and Dual Accessory Interface -8 in. Gripper with Continuous Wrist Rotate -Color Arm Camera with Auto Iris/Focus, Wide-Angle Lens and Light -Surveillance Color Camera with Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Vertical Surveillance Camera Extend Assembly (24 in.) -Black/White Drive Camera Assembly -Picture-in-Picture -Two Low-Light Lenses -24 Volt Battery Pack -24 VDC Battery Charger -1/4 Turn Connectors -Seven Firing Circuits -Tool Kit -Pneumatic Wheel Kit -One Operation/Maintenance Manual (CD-ROM) -2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) See Note (2)	E2455-0100*	1	\$ 86,070	\$ 86,070.00
1A	24 VDC Battery Charger Assembly (Included in Item 1)	B2450-0150-X	1	\$ -	

CONTROL SYSTEM OPTIONS*(The Tabletop Controller and One of Either Items 4, 7, or 8 must be chosen to make the ANDROS F6A functional)*

2	ANDROS Tabletop Controller Assembly: -Dimensions: 18 in. Deep X 22 in. Wide X 10 in. High -Powder Coated, Weather Resistant Enclosure -Detachable Switchbox -15 in. Self-Compensating, Daylight Readable LCD Monitor -AC/DC Operation -12 VDC Battery and Charger	E2455-8450	1	\$ 9,750	\$ 9,750.00
One Battery Charger and Power Cord Are Included in Item 2 - Select Power Requirement					
2A	240 VAC Power Cord Assembly	B3850-8136-X		\$ -	
2B	240 VAC Battery Charger Assembly	B3850-0155-X		\$ -	
2C	120 VAC Battery Charger (For Tabletop Control)	CHGR-019	1	\$ -	
2D	120 VAC Power Cord Assembly	B3850-8132	1	\$ -	
DATA LINK OPTIONS					
3	ANDROS Hand Controller Assembly	D7055-8490		\$ 1,050	\$ -
4	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes CASE-004)	C7055-8330*	1	\$ 14,900	\$ 14,900.00
5	Foot Switch Assembly (Fiber Take-Up)	B2450-8337		\$ 455	\$ -
6	Spare Spool of Fiber Optic Cable	D7050-8323	1	\$ 1,015	\$ 1,015.00
7	Cable Reel Assembly (330 ft.)	E7055-8600	1	\$ 3,650	\$ 3,650.00
8	Radio Control Assembly (5 Watt System) (Includes CASE-004)	C2455-8440-XXX	1	\$ 23,664	\$ 23,664.00
9	Radio Jumper Assembly (30 ft.)	B7055-8920		\$ 692	\$ -
10	Radio Jumper Box Assembly (requires Cable Reel - Item 7)	E7055-8280		\$ 1,400	\$ -
11	120 VAC Vehicle Power Supply Assembly (requires Cable Reel - Item 7)	D2450-1850-1		\$ 2,100	\$ -
12	220/240 VAC Vehicle Power Supply Assembly (requires Cable Reel - Item 7)	D2450-1850-2		\$ 2,100	\$ -
13	Radio, Vehicle/Console, NLR	C2455-8441-001		\$ 18,681	\$ -
AUDIO/VIDEO OPTIONS					
14	Camera Pan/Tilt Assembly (Can Be Used On Arm)	C2450-5030*		\$ 4,455	\$ -
15	Camera Sighting Kit Assembly	C7055-5140	1	\$ 815	\$ 815.00
16	Camera Mount Assembly	C2400-1265		\$ 580	\$ -
17	Laser Assembly	C7055-5170		\$ 599	\$ -
18	Laser Filter Assembly	C7055-3830		\$ 543	\$ -
19	High Intensity Light Assembly	D7050-6015		\$ 1,150	\$ -
20	Headset Assy.	B3850-8497		\$ 1,428	\$ -
SENSORS					
21	APD2000/MULTIRAE Detector Mounting Kit	B7055-6080	1	\$ 1,500	\$ 1,500.00
22	X-Ray Assembly (fits Golden X-Ray Systems)	E7050-5800	1	\$ 2,150	\$ 2,150.00
23	Real-Time X-Ray Assembly (fits FoxRay VCU 10 only)	D2450-5900		\$ 3,605	\$ -
24	Contamination Smear Assembly	C7045-7600		\$ 1,400	\$ -
TOOLS					
25	Pan Disrupter Mount Assembly	D2450-5360		\$ 1,350	\$ -
26	Dual Pan Disrupter Mount Assembly	D2450-5350	1	\$ 1,550	\$ 1,550.00
27	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	D2450-5250		\$ 2,195	\$ -
28	Shock Tube Initiator, One Channel	INIT-1CH-S		\$ 822	\$ -
29	Shock Tube Initiator, Two Channel	INIT-2CH-S	1	\$ 1,470	\$ 1,470.00
30	Shock Tube Initiator, Four Channel	INIT-4CH-S		\$ 2,671	\$ -
31	Shock Tube Initiator, Six Channel	INIT-6CH-S		\$ 3,313	\$ -
32	Charge Dropper Assembly (330 ft.)	C7055-5550		\$ 750	\$ -

33	Gas Dispenser Mount Assembly	E7055-6030		\$ 995	\$ -
34	SL6 Mount Assembly (will also hold SL8)	E7055-6000		\$ 2,616	\$ -
35	Striker Mount Assembly	E7055-6010		\$ 2,590	\$ -
36	Striker 12 Shotgun	STRIKER12		\$ 1,050	\$ -
37	Window Breaker Assembly	B7045-5850		\$ 300	\$ -
38	Claw Assembly	C7045-2720		\$ 850	\$ -
39	Cable Cutter Assembly	C7040-7030		\$ 417	\$ -
40	Boot Banger Assembly	C7040-7050		\$ 286	\$ -
41	Cordless Circular Saw Assembly	D7040-7070		\$ 1,691	\$ -
42	Reciprocating Saw Assembly	D7040-7080		\$ 1,539	\$ -
43	Cordless Drill Assembly	D7040-7040		\$ 766	\$ -
44	Navy EOD J-Rod/Dearmer Mount Assembly	E7055-7000		\$ 5,238	\$ -
MAINTENANCE					
45	Spare Vehicle Battery Assembly	D2450-1600	1	\$ 444	\$ 444.00
46	Spare Controller Battery	BATTERY-009		\$ 154	\$ -
47	F6A Emergency Spare Parts Kit	B2455-0164*		\$ 8,779	\$ -
48	F6A Chassis Service Kit	B2450-0153		\$ 487	\$ -
49	F6A Overhaul Kit	C2450-0158		\$ 8,485	\$ -
50	One-Year Extended Service Contract	MAINTENANCE-001	1	\$ 5,500	\$ 5,500.00
MISCELLANEOUS					
51	Packaging in Reusable Shipping Crate	CRATE-002		\$ 700	\$ -
52	Additional Operations & Maintenance Manual	OM-F6A-001		\$ 150	\$ -
53	Painted Machine	PAINT		\$ 2,950	\$ -

Subtotal \$ 152,478.00

Subtotal (Total From Misc. Items) (See attachment if greater than 0) \$ -

Shipping & Handling Charges

TOTAL COST **\$ 152,478.00**



Customer Pick Up

*** Assemblies Will be Painted if Paint Option is Selected**

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Additional pricing available upon request for off-site training at customer's facility.
- (3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty. Extended Service contracts are available.
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- (5) The prices contained herein are budgetary, are submitted for planning purposes only and are not to be construed as a firm quotation. Any resultant contract shall be contingent upon negotiation of mutually acceptable terms and conditions.
- (6) For Military Use Only

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered. If radio frequencies are not supplied by customer at time of order, REMOTEC is expressly authorized to ship and invoice order less the Radio Control Assembly. The Radio Control Assembly will be shipped and invoiced upon completion."

Remotec

<p>REMOTEC, INC. BUDGETARY ESTIMATE - DOMESTIC</p> <p>FROM: REMOTEC, Inc. 114 Union Valley Road Oak Ridge, TN 37830 ATTN: Don Wilson Phone: (865) 483-0228 Fax: (865) 483-1426</p> <p>TO: Cindy McBride, Administrative Supervisor - Public Safety Cindy@leegov.com Phone: 239/344-5401 FAX: 239/344-5419</p> <p style="text-align: center;">PAGE 1 OF 1</p>	<p>REMOTEC Reference No. 4353-1</p> <p>Date: 2-Jun</p> <p>Terms: Net 30 Days</p> <p>Prices are F.O.B. Oak Ridge, TN 37830</p> <p>Delivery: 120 Days After Receipt of Order Or Sooner</p> <p>This pricing is valid for 90 days.</p> <p>Robot Serial # :</p>
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ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	Spare Vehicle Battery Assembly (wolverine) X2	D7185-1600	10	\$ 812	\$ 8,120
2	Spare Vehicle Battery Assy (Mini II)	D3850-1600	5	\$ 501	\$ 2,505.00
3	Spare Vehicle Battery Assy (5A1)	D7040-1600	2	\$ 1,260	\$ 2,520.00
4	Spare Vehicle Battery Assy (F6A)	D3850-1600	17	\$ 444	\$ 7,548.00
5	Spare Vehicle Battery Assy (Mark 6)	D2400-1600		\$ 444	\$ -
6	Spare Vehicle Battery Assy (Westinghouse Hare)	Battery-010	2	\$ 89.00	\$ 178.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	Shipping		1	\$ 300.00	\$ 300.00

TOTAL COST

\$ 21,171.00

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Add travel, labor and subsistence costs if training is located at customer's facility.
- (3) All products have a one-year warranty. Extended Maintenance Contracts are available.
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- (5) The prices contained herein are budgetary, are submitted for planning purposes only and are not to be construed as a firm quotation. Any resultant contract shall be contingent upon negotiation of mutually acceptable terms and conditions.

FORWARD WITH AGREEMENT AND BLUE SHEET
 ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): will be assigned when executed by state
2. Title of Grant: Andros F6A Robot
3. Amount of Award: \$215,000
4. Amount of Match Required: \$0
5. Type of Match: N/A
 (cash, in-kind etc)
6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #97.004	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: To be assigned once executed by State

8. Contract Period:	Begin Date: <u>July 1, 2004</u>	End Date: <u>Sept. 30, 2005</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11079500100

11. Scope of Grant: (describe project). Purchase an Andros F6A Bomb Robot and EOD Robot Batteries

12. Has this Grant been Funded Before? YES NO If YES When? _____

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
 If YES What is the Lee County Budget Impact:

1st Year Unknown	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Public Safety

2. Contacts:

Program Mgr. <u>John Wilson, Director</u>	Phone #: <u>344-5429</u>
Fiscal Mgr. <u>Patti Hojnachi</u>	Phone #: <u>344-5407</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Dept. of Community Affairs
- 2. Program Title/Division: Division of Emergency Management
- 3. Agency Contact: Eva Sanchez-Thorpe
- 4. Phone Number: 850/413-9939
- 5. Mailing Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

SOURCE OF FUNDS

- 1. Original Funding
Source: Office for Domestic Preparedness (ODP) & Homeland Security (SHSGP)
(name of agency where funding originated from)
- 2. Pass Through Agency: Department of Community Affairs
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT-- -then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: Subrecipient

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050672

- 1. ACTION REQUESTED/PURPOSE:** Authorize acceptance of a Subgrant Agreement with the State of Florida, Department of Community Affairs and the Lee County Board of County Commissioners, in the amount of \$215,000 to purchase an Andros F6A Bomb Robot. Approve budget resolution in like amount.
- 2. WHAT ACTION ACCOMPLISHES:** Provides financial support to Lee County to purchase an Andros F6A Bomb Robot and EOD robot batteries to meet objectives contained in the state's Domestic Security Strategy.
- 3. MANAGEMENT RECOMMENDATION:** Staff recommends acceptance of the Federally-Funded Subgrant Agreement.

4. Departmental Category: 07

5. Meeting Date: May 31, 2005

6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose: (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other**

8. Request Initiated:

Commissioner _____
Department Independent
Division Public Safety
By: John D. Wilson, Director *[Signature]*

9. Background: The Florida Department of Community Affairs is offering Lee County a \$215,000 grant to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2003 and Fiscal Year 2003 Supplemental State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. This funding comes from the \$92.7 million in federal funds earmarked for Florida to improve the nation's ability to prevent and respond to acts of terrorism. The Department of Community Affairs is providing funding through this agreement for an Andros F6A Bomb Robot and EOD Robot batteries.

Funds are available: 11079500100.331200.9005

Attachment: Four (4) copies of Agreement

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 5/16/05									

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

Contract Number: _____
CFDA Number: _____

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Lee County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2004**, and shall end **September 30, 2005**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department 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 or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for five years

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department 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. The determination of amounts of

Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Finance and Administration Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under

Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Quarterly reports are due to be received by the Department no later than 15 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are June 30 and September 30.

(c) The close-out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department 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 Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its

agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Department may, at its option, upon

within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by

(b) hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is

Eva Sanchez-Thorpe, Financial/Contract Specialist
Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone (850) 413-9939
Fax: (850) 488-7842
Email: eva.thorpe@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. John Wilson, Director
Lee County Emergency Management
1825 Hendry Street, 3rd Floor
Fort Myers, Florida 33901
Telephone: (239) 344-5400
Fax: (239) 477-3636
Email: wilsonjd@leegov.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. **IF THIS IS A SIGNIFICANT PROBLEM FOR A PROGRAM, PLEASE CONSULT WITH LEGAL ABOUT ALTERNATIVE PROCESSES FOR REVIEW.** The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) **TERMS AND CONDITIONS**

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

(16) **ATTACHMENTS**

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Reports

Attachment D – Justification of Advance

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

(17) **FUNDING/CONSIDERATION**

A: COST REIMBURSEMENT:

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$215,000** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the

Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.
2. An advance payment of \$ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue

the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

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

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

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

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

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat

(l) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

(n) The State of Florida will not intentionally award publicly-funded contracts to any

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

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

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

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

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS:

BY: _____

Name and title: _____

Date: _____

SAMAS # _____ FID# _____

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: **W. Craig Fugate, Division Director**

Date: _____

EXHIBIT - 1

FEDERAL RESOURCES 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 Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) –
\$ 215,000 under FY 03 Residual Funds Project – Issues #5 and 18.

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

NOTE: If 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:

List applicable compliance requirements as follows:

1. These funds must be used to purchase Bomb Robot and Batteries, as specified in Attachment A and B of this Agreement.
2. The Recipient will comply with all terms and conditions noted in the contract.
3. Etc.
- 4.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Proposed Budget

- I. The Recipient is required to provide a budget detail worksheet to account for the full allocation of these funds. As outlined in the proposed budget detail worksheet below and the attached scope of work, the funds are to be used for:

Proposed Budget		
Bomb Robot	\$165,000	165,000
	Subtotal	
Replacement EOD Robot Batteries	\$50,000	50,000
	Subtotal	215,000

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2003 and Fiscal Year 2003 Supplemental State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below.

I. Categories

BOMB ROBOT

Eligible Activities

Purchase an "Andros F6A Robot" according to the specifications in Attachment C.

REPLACEMENT EOD ROBOT BATTERIES

Eligible Activities

- o Purchase and distribute replacement EOD robot batteries. A list of EOD robot recipients and the type(s) of EOD robot(s) they received are provided in Attachment D.

OTHER RELATED COSTS

Other Authorized Equipment Related Costs

- a. Installation costs for authorized equipment purchased
- b. Maintenance contracts for authorized equipment purchased, limited to the contract period
- c. Training on CBRNE equipment by vendors or local entities
- d. Shipping costs for equipment
- e. Sales tax on equipment
- f. Multiple Integrated Laser Engagement System (MILES)

Unauthorized Expenditures

Unauthorized program expenditures are applicable to each selected activity (-ies) and include:

- a. Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- b. General-use computers and related equipment
- c. General-use vehicles
- d. Licensing fees
- e. Weapons systems and ammunition
- f. Activities unrelated to the completion and implementation of the SHSGP
- g. Other items not in accordance with the Authorized Equipment List or previously listed allowable costs
- h. Construction or renovation of facilities
- i. Recurring Costs

II. Reporting Requirements

Reporting requirements are applicable to each category

Semi-Annual Programmatic Reporting:

The Financial History Report/Status Report is due within 15 days after the end of the reporting periods (June 30 and September 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Reporting Schedule

Reporting Period	Report due to DEM no later than
June 30	July 15
September 30	October 15

Financial History Report/Status Report may be mailed to:

Eva Sanchez-Thorpe
Florida Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Report Project Items

Equipment Acquisition:

- Provide a list of equipment that has been purchased along with prices of each item by category.

Close-out Programmatic Reporting:

The Close-out Report is due to FDEM no later than 45 days after the contract is either completed or the contract has expired.

Attachment D

Agency	Type of Bomb Robot
Capitol Police – Tallahassee	Mini Andros II
Jacksonville Sheriff's Office	Andros F6 A
Hillsborough County Sheriff's Office	Andros F6 A
St. Lucie County Sheriff's Office	Andros F6 A
Broward County Sheriff's Office	Mini Andros II and Andros F6A and PEDSCO RMI II
Leon County Sheriff's Office	Wolverine
Marion County Sheriff's Office	Wolverine E7
St. Johns County Sheriff's Office	Andros Mark 6 and Andros F6A
Citrus County Sheriff's Office	Andros F6A
Manatee County Sheriff's Office	Andros F6A
City of Tampa Police Department	Andros F6A
Brevard County Sheriff's Office	Andros F6A and Mini Andros
Orange County Sheriff's Office	Romotec F6A and Romotec 5 and Wolverine
Miami-Dade Police Department	Andros F6A and Westinghouse HARE
Sarasota County Sheriff's Office	Andros F6A
Collier County Sheriff's Office	Mini Andros II
Palm Beach County Sheriff's Office	Foster Miller Talon and PEDSCO RMI
State Fire Marshal's Office – Pensacola	Andros F6 A and Mini Andros II
State Fire Marshal's Office – Ft. Myers	Andros Wolverine
Bay SO	Wolverine
Tallahassee PD	Andros F6A
Alachua SO	Andros F6A