



*City of Pembroke Pines*

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**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.**

**THIS AMENDMENT ("Second Amendment")**, dated August 13, 2024,  
is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **8569 Pines Boulevard, #201, Pembroke Pines, FL 33024**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **December 1, 2020**, the Parties entered into an Agreement ("Original Agreement") for the provision of grant management, administration and implementation for community redevelopment projects for an initial **three (3) year** period, which expired on **November 30, 2023**; and,

**WHEREAS**, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

**WHEREAS**, on **August 7, 2023**, the Parties executed the First Amendment to the Original Agreement, as amended to renew the term for an additional **one (1) year** period, which expires on **November 30, 2024**; and,

**WHEREAS**, the Parties desire to renew the term thereof for an additional **one (1) year** period, which shall commence on **December 1, 2024**, and naturally expire on **November 30, 2025** as set forth in this Second Amendment.

**W I T N E S S E T H**

**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 set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and



*City of Pembroke Pines*

correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **December 1, 2024**, and naturally expire on **November 30, 2025**.

**SECTION 3.** Section 14.12 of the Original Agreement, as amended is hereby revised and amended as seth forth below:

**14.12 Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, and directives. Notwihtsanding the foregoing, CONSULTANT shall comply with the requirements of Florida’s Single Audit Act, Section 215.97, Florida Statutes.

**SECTION 4. 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 Iran Terrorism Sectors List, or is 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:

4.1 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

4.2 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:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

**5.1 Definitions for this Section.**

5.1.1 “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.



*City of Pembroke Pines*

“Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “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.

5.1.4 “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.

5.2 **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:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 City of Pembroke Pines; and

5.2.3 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.

**SECTION 6.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.



*City of Pembroke Pines*

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**SECTION 7** The Parties agree that in all other respects the Original Agreement, as amended shall remain in full force and effect, except as specifically modified herein.

**SECTION 8.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

**SECTION 9.** Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.

**SECTION 10.** This Second Amendment may be executed by hand or electronically 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 Second Amendment 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.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Angelo Castillo  
OFFICE OF THE CITY ATTORNEY

ATTEST:

DocuSigned by:  
Debra Rogers  
F8EA9A23A58B417... August 13, 2024  
DEBRA ROGERS, CITY CLERK

Signed by:



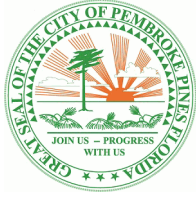
DocuSigned by:  
BY: Angelo Castillo  
E2D2D4AA8795454... August 12, 2024  
MAYOR ANGELO CASTILLO

DocuSigned by:  
BY: Charles F. Dodge  
47B966ECFDAD4AC... August 12, 2024  
CHARLES F. DODGE, CITY MANAGER

**CONSULTANT:**

COMMUNITY REDEVELOPMENT ASSOCIATES  
OF FLORIDA, INC.

DocuSigned by:  
Signed By: Martin Larsen  
AA6D23EFBF7A486...  
Printed Name: Martin Larsen  
Title: President/CEO



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 19.**

**File ID:** 24-0735

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 07/23/2024

**Short Title:** Contracts Database Report - August 7th, 2024

**Final Action:** 08/07/2024

**Title:** **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

(A) CobbleStone Systems Corp. - Contracts Management Software -  
Renewal

(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant  
Administration for Community Redevelopment Projects - Renewal

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and  
Licensing - Renewal

(D) Imagine Learning LLC - Student Online Services - Renewal

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the  
City's Fire Station Alerting System - Renewal

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee  
Partnership Agreement - Renewal

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) -  
Renewal

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer  
Photography Services - Renewal

**ITEMS (J) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS  
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED  
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY  
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT**

**Agenda Request Form Continued (24-0735)**

**CODE:**

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

**\*Agenda Date:** 08/07/2024

**Agenda Number:** 19.

**Internal Notes:**

**Attachments:** 1. Contract Database Report - August 8, 2024 (revised 7-29-2024), 2. A. Cobblestone Systems - Contract Management Software (AB), 3. B. CRA of Florida, Inc. - Grant Administration Agreement (AB), 4. C. ESRI Agreement and Addendum (All Backup), 5. D. Imagine Learning - Student Online Courseware (All Backup), 6. E. Keylite Power and Lighting Corp. - Fire Station Alerting System (AB), 7. F. MPPRCC - Partnership Agreement - (AB), 8. G. Pines Care Medical Center LLC - Lease Agreement (Silver Emporium) (AB), 9. H. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (AB), 10. I. RS Photography, LLC. dba TSS Photography - Photography Services at Recreational Soccer Program (AB), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Lexipol MSA (All Backup), 13. L. Nearpod Inc. - License for Nearpod and Flocabulary (All Backup)

**Related Files:**

1	City Commission	08/07/2024	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez
			Nay: - 0	

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) CobbleStone Systems Corp. - Contracts Management Software - Renewal

(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and Licensing - Renewal

(D) Imagine Learning LLC - Student Online Services - Renewal

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the City's Fire Station

**Agenda Request Form Continued (24-0735)**

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Alerting System - Renewal

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) - Renewal

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

**ITEMS (J) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) CobbleStone Systems Corp. - Contracts Management Software - Renewal**

1. On November 13, 2019, the City Commission approved the Hosted Software License Agreement between the City and Cobblestone Systems Corp. for the provision of the contract

**Agenda Request Form Continued (24-0735)**

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- management software allowing for document management, contract routing work-flow, task-tracking, online approval process, and auditing features, for an initial one (1) year period, which expired on November 25, 2020.
2. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
3. On September 6th, 2023, the City Commission approved the continuation of the Agreement up to November 25, 2024.
4. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for an additional one (1) year period, which shall commence on November 26, 2024, and naturally expire on November 25, 2025, as allowed by the Original Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost: \$29,037.00
- b) Amount budgeted for this item in Account No: 001-513-2001-552652-0000-000-0000 (Non-Capital Software and License)
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$29,037.00
Net Cost	\$29,037.00

- e) Detail of additional staff requirements: Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

**(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant  
Administration for Community Redevelopment Projects - Renewal**

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expired on November 30, 2023.

**Agenda Request Form Continued (24-0735)**

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2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. August 7, 2023, the Parties entered into the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expires on November 30, 2024.

4. The Planning and Economic Development Department recommends that the City Commission approve this Second Amendment to renew the term for an additional and final one (1) year period, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

a) Renewal Cost: None, administrative fees are funded by grants.

b) Amount budgeted for this item in Account No:

CDBG

121-554-0600-531501-0000-000-0000-02023 Current \$175,222.00

121-554-0600-531501-0000-000-0000-02024 Next Fiscal Year 10/1/24-9/30/25 \$167,739

SHIP

120-554-0600-531501-0000-000-0000-02024 Current \$129,830

120-554-0600-531501-0000-000-0000-02025 Next 7/1/25-6/30/26 Estimate: \$129,830

c) Source of funding for difference, if not fully budgeted: Grant Funded. Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

d) 5-year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and Licensing - Renewal**

- 1. On September 20, 2021, the City entered into an Agreement with Environmental Systems Research Institute, Inc. (“ESRI”) for an initial three (3) year period, which will expire on September 30, 2024.
- 2. ESRI provides ArcGIS software and licensing through ESRI’s Small Municipal and County Government Enterprise Agreement (“SGEA”).
- 3. Section 3.5 of the SGEA authorizes a three (3) year follow-on term after the initial term of the Agreement.
- 4. The Technology Services Department recommends that the City Commission approve the follow-on agreement for the three (3) year term commencing on September 13, 2024, and expiring on September 12, 2027, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost: \$384,000 (\$128,000 Annually)
- b) Amount budgeted for this item in Account No: 001-513-2002-552652-0000-000-0000-| Non-capital Software & License
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 3-year projection of the operational cost of the project:

	Current FY	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$128,000.00	\$128,000.00	\$128,000.00
Net Cost	\$128,000.00	\$128,000.00	\$128,000.00

- e) Detail of additional staff requirements: Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(D) Imagine Learning LLC - Student Online Services - Renewal**

**Agenda Request Form Continued (24-0735)**

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1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. was an online content provider that specialized in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorized renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. was acquired by Imagine Learning, LLC.
6. On June 15, 2022, and on June 21, 2023, the City Commission approved renewal of the licenses under the Imagine Learning Agreement terms and conditions, each time for a one (1) year period, the latter of which expired on July 31, 2024.
7. The City's Charter Schools recommends that the City Commission approve this renewal for a one (1) year period to commence as of August 1, 2024, and naturally expire on July 31, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost: \$26,400.00
- b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2024-2025 Adopted Charter School Budget within the following budgetary accounts for Non-Capital Software & Licenses:

<b>School Site</b>	<b>Account Coding</b>	<b>Amount</b>
West Middle	171-569-5052-552652-5102-369-0000-00553	\$3,960.00
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$3,960.00
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$1,980.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$16,500.00
<b>Total</b>		<b>\$26,400.00</b>

- c) Source of funding for difference, if not fully budgeted: Not applicable.
- d) 1-year projection of the operational cost of the project:

	School FY2025
Revenues	\$0.00
Expenditures	\$26,400.00
Net Cost	\$26,400.00

- e) Detail of additional staff requirements: Not applicable.

FEASIBILITY REVIEW:

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

**(E) Keylite Power and Lighting Corp. - Services and Maintenance for the City’s Fire Station Alerting System - Renewal**

- 1. On November 27, 2023, the City entered into an Agreement with Keylite Power and Lighting Corp. for the provision of services and maintenance for the City’s Fire Station Alerting System, for an initial period, which expires on September 30, 2024.
- 2. Section 12 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon providing a written notice of the City’s intent to renew at least 30 days prior to the expiration.
- 3. The Fire Department recommends that the City Commission approve this First Amendment to increase the annual fee from \$43,934.33 to \$45,252.36 and to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Annual Renewal Cost: \$45,252.36
- b) Amount budgeted for this item in Account No: \$45,253.00 in account 001-529-4003-546800-0000-000-0000 (Maintenance Contract)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$45,253.00
Net Cost	\$45,253.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

**Agenda Request Form Continued (24-0735)**

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*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal**

1. On December 6, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30, 2017.
2. The Partnership Agreement allows for a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term up to November 30, 2024.
5. On May 31, 2024, the City executed the Seventh Amendment to the Original Agreement which included additional events as part of the Agreement and this addition increased the membership fee from \$8,000.00 to \$24,000.00.
6. The Planning & Economic Development Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost: \$24,000.00
- b) Amount budgeted for this item in Account No:  
001-519-0800-554100-0000-000-0000-00000 (Memberships Dues Subscription)
- c) Source of funding for difference, if not fully budgeted: Not Applicable

**Agenda Request Form Continued (24-0735)**

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d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$24,000.00
Net Cost	\$24,000.00

e) Detail of additional staff requirements: Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) - Renewal**

1. On November 4, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for the lease of premises at the City's Silver Emporium property located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026, for an initial three (3) year period, which expired on November 3, 2016.

2. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

3. On January 4, 2017, the City executed the First Amendment to the Original Agreement to reduce the premises square feet from 5,000 to 3,176, to revise the monthly base rent to \$5,072.50, and to renew the term for an additional five (5) year period, which expired on November 3, 2021.

4. One August 4, 2021, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional three (3) year period, which expires on November 3, 2024.

5. The Community Services Department recommends that the City Commission approve this Third Amendment to increase the monthly base rent to \$7,104.33 plus applicable taxes and to renew the term for an additional three (3) year period, commencing on November 4, 2024, and expiring on November 3, 2027, as allowed by the agreement.

**Agenda Request Form Continued (24-0735)**

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**FINANCIAL IMPACT DETAIL:**

- a) Renewal Revenue: \$85,251.96 - Rent Charge as of 11/1/2024 is \$7,104.33.
- b) Amount budgeted for this item in Account No: Pines Point - 001-554-8002-362030-0000-000-0000 (Rental - City Facilities)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 3-year projection of the operational cost of the project

	FY2025	Year 2026	Year 2027
Revenues	\$78,147.63	\$85,251.96	\$7,104.33
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$78,147.63	\$85,251.96	\$7,104.33

- e) Detail of additional staff requirements: Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal**

1. On November 13, 2019, the City entered into an Agreement with Polydyne, Inc. for the provision of CLARIFLOC A-3333P Polymer, for an initial period, which expired on September 30, 2020.
2. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.
3. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on September 30, 2021.
4. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$27,946.00 to \$29,930.00 and to renew the term for an additional one (1) year period, which expired on September 30, 2022.
5. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as

**Agenda Request Form Continued (24-0735)**

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amended, to increase the total annual compensation from \$29,930.00 to \$33,000.00 and to renew the term for an additional one (1) year period, which expired on September 30, 2023.

6. On August 8, 2023, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expires on September 30, 2024.

7. The Utilities Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Initial Cost: \$33,000 (20,000 lbs. estimated annual usage x \$1.65)
- b) Amount budgeted for this item in Account No: Funds will be available in Account No. 471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$33,000.00
Net Cost	\$33,000.00

- e) Detail of additional staff requirements: Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal**

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. dba TSS Photography for the provision of photography services for the City's Recreation Soccer Program, for an initial period, which expired on November 30, 2023.

**Agenda Request Form Continued (24-0735)**

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2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On August 7, 2023, the City entered into the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expires on November 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for the final one (1) year period available, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Estimated Renewal Revenue: \$2,000.00
- b) Amount budgeted for this item in Account No: 001-000-7001-347225-0000-000-0000-001 - Youth Athletic Program
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$2,000.00
Expenditures	\$0.00
Net Revenue	\$2,000.00

- e) Detail of additional staff requirements: Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal**

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expired on November 12, 2022.

**Agenda Request Form Continued (24-0735)**

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2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.
4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount of \$675,000.00 for the initial term and \$225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expired on November 12, 2023.
5. On August 9, 2023, the City entered into the Third Amendment to renew the term for the final one (1) year renewal period available, which expires on November 12, 2024.
6. The Original Agreement does not allow for any further renewals. The Utilities Department does not need a new agreement for these services since all the electrical engineering projects has been completed.

**(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal**

1. On June 15, 2022, the City entered into a Master Service Agreement with Lexipol, LLC for an initial one (1) year period, which expired on July 11, 2023.
2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.
3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms.
4. On June 21, 2023, the City Commission approved the one (1) year renewal, extending the term to July 11, 2024. In addition, following provider delays in service, Lexipol, LLC further extended the term to October 11, 2024.
5. The Police Department has elected not to further renew the term of the Original Agreement.

**(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal**

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which commenced on August 17, 2020, and expired on August 16, 2021.

Agenda Request Form Continued (24-0735)

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2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.
4. On August 4, 2021, the City renewed the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term and extended it to expire on October 6, 2022. The Agreement was since successively renewed twice and will expire on October 6, 2024.
5. The City's Charter Schools have now elected not to renew the licenses for an additional term and the services will terminate on October 6, 2024. Notice of non-renewal has been provided to the vendor in accordance with the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Acentria Insurance - Sunrise 1607 NW 136th Ave Suite B-200 Sunrise FL 33323	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 954-735-5500 <b>FAX (A/C, No):</b> 954-735-2852 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Nationwide Assurance Company</td> <td>10723</td> </tr> <tr> <td><b>INSURER B:</b> Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td><b>INSURER C:</b> RetailFirst Insurance Company</td> <td>10700</td> </tr> <tr> <td><b>INSURER D:</b> Houston Specialty Insurance Company</td> <td>12936</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Nationwide Assurance Company	10723	<b>INSURER B:</b> Nationwide Mutual Insurance Company	23787	<b>INSURER C:</b> RetailFirst Insurance Company	10700	<b>INSURER D:</b> Houston Specialty Insurance Company	12936	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															

License#: L100460  
COMMRED-CD

**COVERAGES****CERTIFICATE NUMBER:** 1608578518**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> OCCUR              GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER:         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>			ACBPB013006737555	7/2/2024	7/2/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	520-19069	1/1/2024	1/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTH-ER         </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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D	Professional Liability			MEO-HS-0004366-01	2/25/2024	2/25/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Limit</td><td>\$2,000,000</td></tr> </table>	Limit	\$2,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 8569 Pines Blvd Ste 201 Pembroke Pines, FL 33024

THE CERTIFICATE HOLDER City of Pembroke Pines IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I. COVERAGE, A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## II. WHO IS AN INSURED

1. If you are:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. A trust, you are an insured. Your trustee or co-trustees are also insureds, but only with respect to their duties as a trustee in connection with your property, operations and activities.
- e. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your



officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

HOWEVER, none of these "employees" or "volunteer workers" is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or

joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

HOWEVER:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. COVERAGE B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
4. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. **Automatic Additional Insureds**

Any of the following persons or organizations are automatically insureds when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

HOWEVER, the insurance afforded to any of the following additional insureds only applies to the extent permitted by law and will not be

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broader than that which you are required by the contract or agreement to provide for any of the following additional insureds.

a. **Co-Owners of Insured Premises**

Any person or organization with whom you co-own a premises insured under this policy is an additional insured, but only with respect to their liability as the co-owner of such premises.

HOWEVER, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

b. **Controlling Interest**

Any person or organization that has a controlling interest in you is an additional insured, but only with respect to liability arising out of:

- (1) Their financial control of you; or
- (2) Their ownership, maintenance or control of premises you lease or occupy;

subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when they cease to have such controlling interest in you.

c. **Grantor of Franchise or License**

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as the grantor of a franchise or license to you.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you granting the franchise or license ends.

d. **Lessors of Leased Equipment**

Any person or organization from whom you lease equipment by written contract or agreement is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by

that person or organization, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury" or "property damage" arising out of, in whole or in part, or results from, in whole or in part, the active negligence of such person or organization.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you for such leased equipment ends.

e. **Managers or Lessors of Leased Premises**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. **Mortgagee, Assignee or Receiver**

Any person or organization who has status as mortgagee, assignee or receiver of your property is an additional insured, but only with respect to their liability as mortgagee, assignee or receiver arising out of your ownership, maintenance, or use of such premises, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.



**g. Owners or Other Interest from Whom Land has been Leased**

Any person or organization from whom you lease premises is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to lease that land.

**h. State or Political Subdivisions - Permits Relating to Premises**

Any state or political subdivision which has issued a permit in connection with premises insured by this policy which you own, rent, or control is an additional insured, but only with respect to the following hazards:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

HOWEVER, their status as additional insured under this policy ends when the permit ends.

**III. LIMITS OF INSURANCE AND DEDUCTIBLE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. **General Aggregate Limit of Insurance**  
(Other than Products-Completed Operations)

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under COVERAGE C;
- b. Damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under COVERAGE B.

The General Aggregate Limit applies separately to each of your described premises. For the purposes of this provision, premises means involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway or waterway, or railroad right-of-way.

**3. Products-Completed Operations Aggregate Limit of Insurance**

The Products-Completed Operations Aggregate Limit is the most we will pay under COVERAGE A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal and Advertising Injury Limit of Insurance**

Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under COVERAGE B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit of Insurance**

Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under COVERAGE A; and
- b. Medical expenses under COVERAGE C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Tenants Property Damage Legal Liability Limit of Insurance**

Subject to paragraph 5. above, the Tenants Property Damage Legal Liability Limit is the most we will pay under COVERAGE A for damages because of all "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".

**7. Medical Payments Limit of Insurance**

Subject to paragraph 5. above, the Medical Payments Limit is the most we will pay under

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## **PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insureds shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

All coverages of this policy are subject to the following conditions.

### **A. CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. Five (5) days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

- (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
  - (a) Seasonal unoccupancy; or
  - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
  - (a) Have not started; and
  - (b) Have not been contracted for; within 30 days of initial payment of loss.
- (3) The building has:
  - (a) An outstanding order to vacate;
  - (b) An outstanding demolition order; or
  - (c) Been declared unsafe by governmental authority.
- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal

that is necessary or incidental to any renovation or remodeling.

#### **(5) Failure to:**

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

- b. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.
- c. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. Refunds will be calculated on a pro-rata basis regardless of who initiates the cancellation. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **B. CHANGES**

1. This policy contains all the agreements between you and us concerning the insurance afforded.

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2. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent.
3. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. CONCEALMENT, MISREPRESENTATION OR FRAUD**

1. This policy is void in its entirety in any case of fraud, at any time, by you or your representative as it relates to this policy.
2. This policy is also void if you, your authorized representative or any other insured, at any time, conceal or misrepresent any material fact, or violate any material warranty, concerning:
  - a. This policy, including your application for this policy;
  - b. The Covered Property;
  - c. Your interest in the Covered Property; or
  - d. A claim under this policy.
3. We also have the right to rescind this policy based upon any other grounds provided by law.

**D. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy or to any claim arising under this policy at any time during the policy period and up to three years afterward.

**E. INSPECTIONS AND SURVEYS**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which

makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**F. INSURANCE UNDER TWO OR MORE COVERAGES OF THIS POLICY**

If two or more of this policy's coverages apply to the same injury, loss or damage, we will not pay more than the actual amount of the injury, loss or damage, up to the highest applicable Limit of Insurance under any one coverage.

**G. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**H. OTHER INSURANCE**

1. Under any property coverage provided by this policy, if there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. If other valid and collectible insurance is available to the insured for a loss we cover under another liability policy, our obligations are limited as follows:
  - a. Primary Insurance
 

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.
  - b. Excess Insurance
    - (1) This insurance is excess over:
      - (a) Any of the other insurance, whether primary, excess, contingent or provided on any other basis;
      - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
      - (ii) That is Fire insurance for premises rented to you or



temporarily occupied by you with permission of the owner;

- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. under Section I.

COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the Liability Coverage Form.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

- (2) When this insurance is excess, we will have no duty under the liability coverage provided by this policy to defend any insured against any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to any insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**I. PREMIUMS**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
  - a. Paid to us prior to the anniversary date; and
  - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or changes in your business operation and acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules in effect at the inception of such policy.

**J. PREMIUM AUDIT**

1. We have the right but are not obligated to audit this policy. The first Named Insured must keep records of the information we need for premium computation, and send us copies of those records at such times as we may request.
2. If we do audit your policy, at the close of that audit period, we will compute the earned premium for that period and the final premium due based upon your actual exposures.
3. We will send notice to the first Named Insured after the audit has been completed. The due

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date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**1. Applicable to Businessowners Property Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant, but only with our written consent.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

**2. Applicable to Businessowners Liability Coverage:**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Payments Coverage.

HOWEVER, in the event of any payment under this policy, we waive our right of recovery or subrogation against any person or organization with respect to which you have waived your right of recovery or subrogation in writing and prior to a loss.

**L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

1. Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



**All terms and conditions of this policy apply unless modified by this endorsement.**



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
COMMUNITY REDEVELOPMENT ASSOCIATES OF  
FLORIDA, INC.**

**THIS AMENDMENT ("First Amendment")**, dated August 7, 2023, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **8569 Pines Boulevard, Suite #201, Pembroke Pines, FL 33024**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **December 1, 2020**, the Parties entered into an Agreement ("Original Agreement") for the provision of grant management, administration and implementation for community redevelopment projects for an initial **three (3) year** period, which expires on **November 30, 2023**; and,

**WHEREAS**, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

**WHEREAS**, the Parties desire to renew the term thereof for an additional **one (1) year** period, which shall commence on **December 1, 2023** and naturally expire on **November 30, 2024** as set forth in this First Amendment.

**W I T N E S S E T H**

**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 set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement is hereby renewed for an additional **one (1) year**



City of Pembroke Pines

period, which shall commence on **December 1, 2023** and naturally expire on **November 30, 2024**.

### **SECTION 3. Scrutinized Companies.**

3.1 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 is 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:

3.1.1 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

3.1.2 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:

3.1.2.1 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

3.1.2.2 Is engaged in business operations in Syria.

**SECTION 4. Employment Eligibility.** CONSULTANT 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.

#### **4.1 Definitions for this Section.**

4.1.1 "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 vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "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.

4.1.4 "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.



*City of Pembroke Pines*

4.2 **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:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 City of Pembroke Pines; and

4.2.3 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.

**SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 6** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 7.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 8.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.



*City of Pembroke Pines*

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**SECTION 9.** This First Amendment may be executed by hand or electronically 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 First Amendment 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.

**SIGNATURE PAGE FOLLOWS**



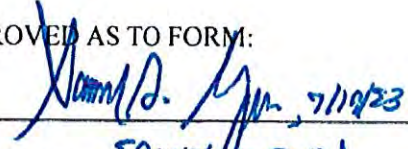
City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

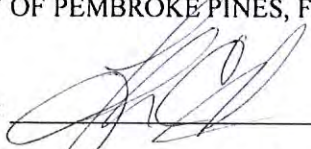
**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

  
Print Name: SAMUEL F. GARCIA  
OFFICE OF THE CITY ATTORNEY

BY:

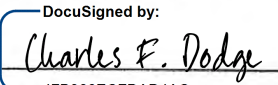
  
MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

  
August 7, 2023  
MARLENE D. GRAHAM, CITY CLERK

BY:

DocuSigned by:  
  
47B966ECFDAD4AC... August 7, 2023  
CHARLES F. DODGE, CITY MANAGER

DS



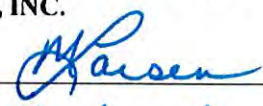
**CONSULTANT:**

COMMUNITY REDEVELOPMENT ASSOCIATES  
OF FLORIDA, INC.

Signed By:

Printed Name:

Title:

  
MARTIN LARSEN  
President



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 17.**

**File ID:** 23-0054

**Type:** Commission Items

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 01/23/2023

**Short Title:** Contracts Database Report - August 2, 2023

**Final Action:** 08/02/2023

**Title:** **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal
- (D) Penn Credit Corporation - Debt Collection Services - Renewal
- (E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal
- (F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal
- (G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal
- (H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal
- (J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal
- (K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal
- (L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at

Agenda Request Form Continued (23-0054)

the Water Treatment Plant - Renewal

**ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

**\*Agenda Date:** 08/02/2023

**Agenda Number:** 17.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - August 2, 2023, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (all-backup), 4. C. Tower Pest Control. Inc. - Pest Control Services (IFB CS 21-01) (AB), 5. D. Penn Credit Corporation - Debt Collection Services - (AB-2), 6. E. CRA of Florida, Inc. - Grant Administration Agreement (AB), 7. F. Office Depot - Office Supplies etc. Co-Op Contract (10-14-2019 - 10-13-2027) (all backup), 8. G. RS Photography-Soccer Photography (AB), 9. H. CivicPlus, Inc. - City Website etc. (2013-2024) (all backup), 10. I. Concrete\_Works\_\_Paving\_Inc\_\_Concrete\_and\_Paving\_Restoration (all backup), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (ALL Backup), 13. L. Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling (AB), 14. M. Florida\_HydroCorp,\_Inc.\_-\_Cross\_Connection (Cooper\_City\_Piggyback)(all backup)

1	City Commission	08/02/2023	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Ortis, Commissioner Schwartz, Commissioner Good Jr., Commissioner Castillo, and Vice Mayor Siple
			Nay: - 0	

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

(D) Penn Credit Corporation - Debt Collection Services - Renewal

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for

**Agenda Request Form Continued (23-0054)**

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Community Redevelopment Projects - Renewal

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

(G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

(K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

**ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal**

**Agenda Request Form Continued (23-0054)**

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1. On April 17, 2018, the City entered into an Agreement with In Rem Solutions, Inc. for the provision of professional grant writing services, for an initial one (1) year period, which expired on September 30, 2018.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On June 21, 2018, the City entered into the First Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2019.
4. On September 6, 2018, the City entered into the Second Amendment to revise the annual compensation amount adding an annual amount not to exceed \$115,000.00.
5. On October 2, 2019, the City entered into the Third Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2020.
6. On August 5, 2020, the City entered into the Fourth Amendment to decrease the hourly rate from \$150.00 to \$140.00 and the annual compensation amount from \$115,000.00 to \$107,324.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2021.
7. On August 4, 2021, the City entered into the Fifth Amendment to increase the hourly rate to \$150.00 and to decrease the annual compensation amount to \$75,000.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2022.
8. On June 15, 2022, the City entered into the Sixth Amendment to renew the term for an additional one (1) year period, which expires on September 30, 2023.
9. The Administration Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 001-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing*

Agenda Request Form Continued (23-0054)

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contracts. This analysis is to determine the financial effectiveness of function sourcing services.

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**

**Conducted for this service?** Yes. Grant writing requires knowledge and expertise. Based on the estimated annual cost, the City benefits by outsourcing this service as In-Rem has a team of specialists; researching, reviewing, coordinating and applying for multiple grants. See attached analysis as Exhibit 2.A.1.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Estimated savings of \$145,571.

**(B) Granicus, Inc. - Legistar Software Maintenance - Renewal**

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Original Agreement has been amended eight (8) times of which three (3) amendments were to include additional services and four (4) amendments were to renew for additional, one (1) year terms each extending the term to September 30th, 2023.
5. On May 10th, 2023, the City executed the Eighth Amendment to approve the assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.
6. The City Clerk Department recommends that the City Commission approve this Ninth Amendment to remove the VoteCast Tablet component of the services, and to extend the term for an additional one (1) year period, which shall commence on October 1st, 2023, and naturally expire on September 30th, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$71,644.29

**b) Amount budgeted for this item in Account No:**

001-519-1001-534995-0000-000-0000- Other Svc -IT Line 10

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 1-year projection of the operational cost of the project:**

Agenda Request Form Continued (23-0054)

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	FY 2023-24
Revenues	\$ .00
Expenditures	\$71,644.29
Net Cost	\$71,644.29

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal**

1. On November 3, 2021, the City entered into an Agreement with Tower Pest Control, Inc. for the provision of pest control services for the Pines Place, Pines Point Housing and Southwest Focal Point facilities, for an initial two (2) year period, which expires on November 2, 2023.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for an additional two (2) year period upon mutual consent, evidenced by a written Amendment extending the term thereof.
3. The Community Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional two (2) year period, which shall commence on November 3, 2023, and naturally expire on November 2, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$81,112.00 (Total cost of the term of the contract of 2 years)

**b) Amount budgeted for this item in Account No: Funds are available in the following accounts:**

Community Services - 001-569-8001-546150-0000-000-0000 (R&M Land Bldg. & Improvement)  
\$3,220.00  
Pines Point - 001-554-8002-534950-0000-000-0000 (Other Services - Maintenance)  
\$9,800.00  
Pines Place - 001-554-8002-534950-0000-000-0000-00603 (Other Services - Maintenance)  
\$27,536.00

**c) Source of funding for difference, if not fully budgeted:** "Not Applicable"

**Agenda Request Form Continued (23-0054)**

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**d) 3-year projection of the operational cost of the project**

	FY23-24	FY24-25	FY25-26
Revenues	\$ .00	\$ .00	\$ .00
Expenditures	\$37,176.33	\$40,556.00	\$3,379.67
Net Cost	\$37,176.33	\$40,556.00	\$3,379.67

**e) Detail of additional staff requirements: "Not Applicable"****FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(D) Penn Credit Corporation - Debt Collection Services-Renewal**

1. On January 28, 2019, the City entered into a Professional Services Agreement with Penn Credit Corporation for an initial five (5) year period, which shall naturally expire on October 31, 2023.

2. Penn Credit Corporation provides the CITY with debt collection services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On March 18, 2019, the Parties executed the First Amendment to the Original Agreement to amend the compensation terms to include an 8.5% fee to be paid to Collector should the City receive a direct payment on a delinquent account.

5. The Finance Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment for the first three (3) year renewal term which shall commence on November 1, 2023 and shall naturally expire on October 31, 2026, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** None at this time

**b) Amount budgeted for this item in Account No:** In general, there would be no revenues

**Agenda Request Form Continued (23-0054)**

or expenses associated with this service, the awarded vendor will receive compensation by adding the up to 16% fee to the balance owed to the City. However, in the event of a payment being made directly to the City, the vendor will receive half of their fee which is up to 8.5% from the City. In this instance funds would be expensed to accounts

471-536-6010-534990-0000-000-0000- / 001-519-0800-534990-0000-000-0000- /

001-529-4003-534990-0000-000-0000- Other Svc.

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$600.00	\$1,275.00	\$1,700.00	\$ .00	\$ .00
Net Cost	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant  
Administration for Community Redevelopment Projects - Renewal**

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expires on November 30, 2023.

2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Planning and Economic Development Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2023, and naturally expire on November 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

Agenda Request Form Continued (23-0054)

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**a) Renewal Cost:** None.

**b) Amount budgeted for this item in Account No:**

CDBG

121-554-0600-531501-0000-000-0000-02022 Current \$151,603

121-554-0600-531501-0000-000-0000-02023 Next Fiscal Year 10/1/23-9/30/24 Estimate:

\$166,296

SHIP

120-554-0600-531501-0000-000-0000-02022 Current \$163,623

120-554-0600-531501-0000-000-0000-02023 Next 7/1/23-6/30/24 Estimate: \$196,538

**c) Source of funding for difference, if not fully budgeted:** Grant Funded

**d) 5 year projection of the operational cost of the project:** Not Applicable.

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable, Currently Outsourced Service.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

**(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal**

1. On January 15, 2020, the City Commission authorized the purchase of office supplies, products and related services from Office Depot utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, for a period through October 13, 2023, for an estimated annual amount of \$400,000.

2. Effective May 1st, 2022, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC (formerly National IPA) national consortium, executed the First Amendment to the Agreement, with Office Depot assigning all of its right, title, and interest under the Agreement to ODP Business Solutions, LLC.

3. On May 18, 2022, the City Commission approved to continue purchasing office supplies, products and related services utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, assigned to ODP Business Solutions, LLC from Office Depot, for the period through October 13, 2023, for an estimated annual amount of \$400,000.

Agenda Request Form Continued (23-0054)

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4. Section 4 of the Original Agreement authorizes the renewal thereof for one (1), four (4) year option. On June 20th, 2023, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC, and ODP Business Solutions Division, LLC, executed the Second Amendment to extend the term of the Agreement to October 13th, 2027.

5. The Purchasing Department, on behalf of all of City's Departments and City's Charter Schools, recommends that the City Commission approve continued utilization of Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R for the four (4) year renewal term commencing on October 14, 2023 and expiring on October 13, 2027, for an estimated annual amount of \$400,000.

**FINANCIAL IMPACT DETAIL:**

**a) Estimated Renewal Cost:** Annual estimated renewal cost is \$400,000; however, the amount spent each year can fluctuate based on changes in department needs and similar factors.

**b) Amount budgeted for this item in Account No:** Each department and charter school has a budget for purchasing office supplies that is generally coded to object code # 551100 (Office Supplies).

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 4-year projection of the operational cost of the project:** The estimated annual for each year is \$400,000. However, please note that the amount spent each year can fluctuate based on changes in department needs and similar factors. The City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group renewed the agreement for the four-year renewal period from October 14, 2023 through October 13, 2027.

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(G) RS PHOTOGRAPHY, LLC. D/B/A TSS PHOTOGRAPHY- RECREATIONAL SOCCER PHOTOGRAPHY SERVICES- RENEWAL**

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. for an initial period, which shall naturally expire on November 30, 2023.

**Agenda Request Form Continued (23-0054)**

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2. RS Photography, LLC. provides photography services for the CITY's Recreational Soccer Program.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence December 1, 2023 and shall naturally expire November 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Estimated Renewal Revenue:** \$1,100
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000  
Youth Athletic Program
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$1,100.00	\$ .00
Expenditures	\$ .00	\$ .00
Net Revenue	\$1,100.00	\$ .00

- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

**(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal**

1. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites and Audio Eye services. In addition, the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.

2. On January 15, 2013 the City Commission approved the award of RFP # IT-12-01

Agenda Request Form Continued (23-0054)

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“Electronic Communication Website Design and Content Management System” to Icon Enterprises, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City’s website.

3. The initial agreement, signed on January 28, 2013 was for an amount of \$97,083 with an annual cost of \$11,958.45 in year 2 for annual support, maintenance and hosting. The contract was for a one year period with one year renewals.

4. On August 3, 2016, the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend.

5. On September 6, 2017, the City Commission approved an amendment to the agreement for additional services requested by the Recreation and Cultural Arts Department for a Recreational Management Software Program that assist the department with Facility Reservations, Activity Registrations, Membership Management, Point of Sale Management, League Management, Surveys, Financial Reporting, and a Mobile Public and staff experience.

6. On February 20, 2019, the City Commission approved an amendment to the agreement for additional service requested by Technology Services Department for AudioEye to address Digital Compliance requirements for citizens with disabilities using the All City Presented Websites.

7. On February 25, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.

8. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.

9. On January 15th, 2020, August 5th, 2020, August 4th, 2021, and September 7th, 2022, the City Commission approved continuation of the Agreement, extending the term up to January 31, 2024.

10. On June 15th, 2022, as approved by the City Commission, the City amended the agreement to include an additional subscription for Chatbot for an additional two-year cost of \$27,554.83.

11. On August 16th, 2022, the City amended the agreement to include an additional subscription within Civic Rec, for Document Manager for an additional two-year cost of \$7,663.81.

**Agenda Request Form Continued (23-0054)**

12. The Technology Services Department and the Recreation and Cultural Arts Department both recommend that the City Commission approve the one (1) year continuation of the Agreement, for the period commencing on February 1st, 2024, up to January 31st, 2025.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$123,535.90

b) **Amount budgeted for this item in Account No:**

001-513-2002-546801-0000-000-0000- | IT Maintenance Contracts

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5-year projection of the operational cost of the project:**

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$123,535.90	\$129,712.70	\$136,198.33	\$143,198.33	\$150,158.66
Net Cost	\$123,535.90	\$129,712.70	\$136,198.33	\$143,198.33	\$150,158.66

e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** No

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal**

1. On November 13, 2022, the City entered into an Agreement with Concrete Works & Paving, Inc. for an initial four (4) month period, commencing November 13, 2022, and expiring March 19, 2023.

2. Concrete Works & Paving provides concrete and asphalt restoration services on an as-needed basis for the Utilities Department and other departments city-wide.

3. Section A of the Scope of Services of the contract between Broward County and Concrete Works & Paving, Inc. pursuant to Solicitation No. PNC2123416B1, authorizes two (2), additional, one (1) year renewal periods subject to vendor acceptance.

4. On March 10, 2023 Broward County and CONTRACTOR renewed the term of their contract pursuant to Solicitation No. PNC2123416B1 for an additional, one (1) year term which will expire on March 20, 2024.

**Agenda Request Form Continued (23-0054)**

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5. The Utilities Department recommends that the City Commission approve this First Amendment to continue to piggyback on the Broward County contract for the first, one (1) year renewal term commencing on March 20, 2023, and expiring on March 20, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** The annual cost under this agreement is estimated to be approximately \$350,000.00, but Staff is recommending Commission approval in an amount not to exceed the limits of the approved budget, as may be amended, for this service. Staff estimates funds on an as-needed basis for the renewal period in an initial amount of \$51,500 for FY 2022-23, and an estimated amount of \$298,500 for FY 2023-24, as needed.

**b) Amount budgeted for this item in Account No:** \$19,800.00 in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land Bldg. & Improvement)

**c) Source of funding for difference, if not fully budgeted:** \$31,700.00 in Account no. 471-533-6032-546250-0000-000-0000- (R&M Equipment)

**d) 1-year projection of the operational cost of the project:**

	Current FY	FY 2024
Revenues	\$ .00	\$ .00
Expenditures	\$51,500.00	\$298,500.00
Net Cost	\$51,500.00	\$298,500.00

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal**

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expires on November 12, 2022.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written

Agenda Request Form Continued (23-0054)

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Amendments extending the term thereof.

3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.

4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount \$675,000.00 for the initial term and \$225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expires on November 12, 2023.

5. The Utilities Department recommends that the City Commission approve this Third Amendment to revise the compensation provision as set forth in Section 3 of the Third Amendment and to renew the term for an additional one (1) year period, which shall commence on November 13, 2023 and naturally expire on November 12, 2024, as allowed by the agreement.

#### **FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to \$25,000.00, to the City Commission for consideration.
- b) **Amount budgeted for this item in Account No:** When specific projects are identified, the appropriate budgets and accounts will be utilized.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable.

#### **FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

#### **(K) Polydyne, Inc.-Purchase of CLARIFLOC A-3333P Polymer-Renewal**

1. On November 13, 2019, the City entered into a Continuing Purchase Agreement with Polydyne, Inc. for an initial ten (10) month period, which naturally expired on September 30, 2020.

2. Polydyne, Inc. provides the City's Utilities Department with CLARIFLOC A-3333P Polymer for the Water Treatment Plant.

**Agenda Request Form Continued (23-0054)**

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3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.

4. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a one (1) year term, which naturally expired on September 30, 2021.

5. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$27,946.00 to \$29,930.00 and to extend the term of the agreement for a one (1) year period, which naturally expired on September 30, 2022.

6. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$29,930.00 to \$33,000.00 and to extend the term of the agreement for a one (1) year period, which will naturally expire on September 30, 2023.

7. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for a one (1) year renewal term which shall commence on October 1, 2023 and shall naturally expire on September 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$33,000 (20,000 lbs. estimated annual usage x \$1.65)

**b) Amount budgeted for this item in Account No:**

471-533-6031-552430-0000-000-0000- (Operating chemicals)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00
Net Cost	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

Agenda Request Form Continued (23-0054)

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal**

1. On November 17, 2021, the City entered into an Agreement with Prolime Corporation for the provision of lime sludge removal and hauling services, for an initial two (2) year period, which expires on November 16, 2023.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Utilities Department recommends that the City Commission approve this First Amendment to amend the expiration date of the Original Agreement to August 16, 2023, to amend the compensation provision as set forth in Section 4 of the First Amendment and to renew the term for an additional two (2) year period which shall commence on August 17, 2023, and naturally expire on August 16, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** The annual cost under this agreement is estimated to be approximately \$748,000.00, but Staff is recommending Commission approval of this agreement in an amount not to exceed the limits of the approved budget, as may be amended, for this service. The remaining budget for this service in the current fiscal year is \$350,000.00. The proposed budget for the 2023-2024 fiscal year is \$748,089.00.

**b) Amount budgeted for this item in Account No:** \$350,000.00 in Account no. 471-533-6031-534450-0000-000-0000- (Other Svc - Sludge Removal)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 3 year projection of the operational cost of the project:**

	Current FY	FY 2024	FY 2025
Revenues	\$ .00	\$ .00	\$ .00
Expenditures	\$350,000.00	\$748,089.00	\$770,531.67
Net Cost	\$350,000.00	\$748,089.00	\$770,531.67

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**

**Agenda Request Form Continued (23-0054)**

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**Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?**

**(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal**

1. On March 20th, 2023, the City entered into an Agreement with Florida HydroCorp, Inc. for a period to expire on September 12th, 2023.
2. Florida HydroCorp, Inc. provides the City's Utility Department with Cross Connection Control Program Management Services on an as-needed basis.
3. Section 5.1 of the Agreement authorizes the term of the agreement to expire concurrent with the piggybacked agreement resulting from RFP 2018-4-UTI between Cooper City and Florida HydroCorp, Inc., on September 12th, 2023, and does not allow for any further renewals.
4. The Utilities Department is working on a new procurement process, which may include piggybacking of another agreement, to secure these services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acentria Insurance - Sunrise 2160 West State Road 434 Suite 100 Longwood FL 32779  License#: L100460 COMMRED-CD	<b>CONTACT</b> NAME: Alison Nieves PHONE (A/C, No, Ext): 14073591009 FAX (A/C, No): 954-735-2852 E-MAIL ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: RetailFirst Insurance Company</td> <td>10700</td> </tr> <tr> <td>INSURER B: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER C: Nationwide Assurance Company</td> <td>10723</td> </tr> <tr> <td>INSURER D: Nationwide Insurance Company of America</td> <td>25453</td> </tr> <tr> <td>INSURER E: Houston Specialty Insurance Company</td> <td>12936</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RetailFirst Insurance Company	10700	INSURER B: Nationwide Mutual Insurance Company	23787	INSURER C: Nationwide Assurance Company	10723	INSURER D: Nationwide Insurance Company of America	25453	INSURER E: Houston Specialty Insurance Company	12936	INSURER F:	
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INSURER E: Houston Specialty Insurance Company	12936														
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 363041576**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> OCCUR            GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC            OTHER:         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>	Y		ACBPBPOZ3086737555	7/2/2023	7/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACBPBPOZ3086737555	7/2/2023	7/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> CLAIMS-MADE            DED RETENTION \$         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>			ACPCU013096737555	7/2/2023	7/2/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0520-19069-000	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional Liability			MEO-HS-0004366-00	2/25/2023	2/25/2024	Errors & Omissions 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Pembroke Pines

## **GRANT ADMINISTRATION AGREEMENT**

**THIS IS AN AGREEMENT ("Agreement")**, dated the 1st day of December, **2020** by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **8569 Pines Blvd., #201, Pembroke Pines, FL 33024** (hereinafter referred to as the "CONSULTANT"). CITY 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, CITY 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 On **June 17, 2020**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to supply grant management, administration and implementation for community redevelopment projects as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Qualifications # PL-20-01**  
**Grant Administration for Community Redevelopment Projects**



- 1.2 On **July 28, 2020**, the bids were opened at the offices of the City Clerk.
- 1.3 On **October 7, 2020**, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.
- 1.4 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 supply grant management, administration and implementation for community redevelopment projects, as more particularly described in **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part here of as **Exhibit "B"**.
- 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 CITY, with full knowledge that CITY 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 shall not utilize the services of any subconsultant without the prior written approval of CITY.
- 2.5 **Records.**

2.5.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data created or maintained pursuant to this Agreement and more particularly described in **Exhibit "A"**, are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

2.5.2 **Transfer of Records.**

2.5.2.1 All records created, used, and maintained by CONSULTANT, as more particularly described in **Exhibit "A"**, or created, used, and maintained during performance of the services herein required, pursuant to a local, State, or Federal program, **shall be submitted to CITY thirty (30) days before the close of each Fiscal Year**, at no costs to the CITY, in an electronic format acceptable to CITY.



2.5.2.2 Notwithstanding the foregoing, in the event a public record request is made pursuant to Article 17 herein, and such record is not in CITY's possession, CONSULTANT shall be responsible for fulfilling the requirements of Chapter 119, Florida Statutes.

2.5.2.3 Upon termination for any reason or the natural expiration of the term herein described, all finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT that are not already in CITY's possession shall be delivered by CONSULTANT to CITY, at no cost to the CITY, immediately in an electronic format acceptable to CITY.

2.5.3 **Access to Records.** CONSULTANT agrees to provide CITY the Federal Government, and any applicable Federal Administrator, HUD, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel or the Comptroller General of the United States

2.5.4 **Record Retention; Destruction.** CONSULTANT shall keep records, reports, invoices, and accounts, and require any and all subcontractors 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 shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement and in accordance with applicable State and Federal record retentions rules. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Article 17 herein, Chapter 119, Florida Statutes, and all applicable State and Federal regulations. Furthermore, CONSULTANT shall be responsible for record destruction and the costs associated with proper destruction after such records have been transferred to CITY and are no longer needed, in accordance with all applicable State and Federal regulations.

2.5.5 **Record Requirements.** All records related to this Agreement shall be created, used, and maintained in accordance with applicable program requirements, and all CITY, State, and Federal, laws and rules, as may be applicable.



### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 This Agreement shall take effect as of the date of execution and shall continue for a period of **three (3) years**, or upon the expenditure of all funds in conformance with the requirements of the respective program utilized by CONSULTANT, or until terminated by either party. CONSULTANT agrees that it shall be subject to annual review by the CITY of its performance under this Agreement. The terms of this agreement may be renewed for **two (2) additional one (1) year periods** pursuant to a written amendment signed by the Parties hereto.

3.2 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party seven (7) days prior written notice, in which event the CONSULTANT shall be paid pro-rata compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as amendments to this Agreement.]

3.3 In the event that the CONSULTANT abandons this Agreement or causes it to be terminated for cause or convenience, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 **Compensation.** With respect to any Federal or State funded program for which the CONSULTANT provides services to the CITY, subject to each program's specific requirements, rules, regulations, guidelines, limitations, terms and conditions, and during the course of each applicable program's existence during which the services contemplated herein are to be performed and during which funding is available, CITY agrees to pay CONSULTANT, at a maximum, for Fiscal Year ("FY") 2020, 2021, and 2022, beginning on October 1, 2020, an amount equal to the total compensation more particularly described in Section 4.1.1 and Section 4.1.2 herein below; such percentages shall supersede and take precedence over all prior agreements and amendments thereto for previous program years. Compensation for all programs shall be paid based on pro-rata hourly billing. Notwithstanding the foregoing, compensation for HOME shall be paid on a per unit basis for direct services.

4.1.1 **Total FY Program Allocation.** CITY agrees to pay CONSULTANT, at a maximum, an amount equal to the percentages set forth below, the percentages represent CONSULTANT's maximum allocation of total FY funding pursuant to the requirements of each program and subject to the terms and conditions contained herein and all applicable local, State, and Federal laws:



<b>Program:</b>	<b>Percent of Total FY Funding:</b>
Community Development Block Grant ("CDBG")	15%
CDBG Block Grant funds made available to prevent, prepare for, and respond to coronavirus ("CDBG-CV")	14%
State Housing Initiatives Partnership Programs ("SHIP")	10%
Home Investment Partnerships ("HOME")	12%
Neighborhood Stabilization Program ("NSP")	10%

#### 4.1.2 **Administrative Fees.**

4.1.2.1 CITY further agrees to pay CONSULTANT an amount equal to the percentages set forth below, the percentages represent CONSULTANT's maximum allocation of total FY program income received by CITY for each program shown below, such compensation shall cover the administrative costs of administering each program and providing the services required herein, pursuant to the requirements of each program, and subject to the terms and conditions contained herein and all applicable local, State, and Federal laws:

<b>Program:</b>	<b>Percent of Total FY Program Income:</b>
CDBG	15%
SHIP	5%
NSP	10%

4.1.2.2 All SHIP program income payments paid to CONSULTANT shall be consistent with Section 420.9075, Florida Statutes.

4.2 The foregoing compensation described in Section 4.1.1 and Section 4.1.2 represents the total maximum compensation owed to CONSULTANT, including CONSULTANT's reimbursable expenses, such amount shall be accepted by CONSULTANT as full compensation pursuant to this



Agreement and constitute a limitation on CITY's obligation to compensate CONSULTANT for its services and expenses related to this Agreement. However, this maximum amount of each Program's funding does not constitute a limitation upon CONSULTANT's obligation to perform and complete all items of work for each program required by or which can reasonably be inferred from the scope of services.

4.4 Notwithstanding any other provision of this Agreement, or any amendment to this Agreement, all payments made to the CONSULTANT shall conform with all applicable Federal and State laws, regulations, rules, and procedures related to the specific Federal or State program, including the program income requirements set forth in 24 CFR § 570.504(c), incorporated herein by this reference.

4.5 **Reversion of Assets.** As required by 24 CFR § 570.503 upon the expiration of this agreement or the termination of the relationship between the Parties herein described, CONSULTANT shall transfer to CITY any CDBG fund on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under CONSULTANT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CONSULTANT in the form of a loan) in excess of twenty-five thousand dollars (\$25,000.00) shall (a) be used to meet one of the national objectives in 24 CFR § 570.208, until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by CITY, in CITY's sole discretion; or, (b) CONSULTANT shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditure of non-CDBG fund for the acquisition of, or improvement to, the property (the payment is program income to CITY).

4.6 **Method of Billing.** CONSULTANT will be entitled to invoice CITY biweekly, providing total hours or units, job classification of each employee performing services, and any other information reasonably required by CITY. CITY will make its best efforts to pay CONSULTANT within fifteen (15) days of receiving a proper invoice requesting payment.

4.7 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.8 Payment will be made to CONSULTANT at:

ATTN: Martin Larsen, President/CEO  
Community Redevelopment Associates of Florida, Inc.  
8569 Pines Blvd., #201,  
Pembroke Pines, FL 33024



## **ARTICLE 5**

### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY 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. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, 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 either herein or in a separate written agreement executed by the Parties hereto.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify, save harmless and defend the CITY, its elected and appointed officials, agents and employees from and against any and all claims, demands, or causes of action sustained by the CITY or any third party, to the extent that such claims result from any acts, errors, omissions, misconduct or negligent acts of CONSULTANT, its respective officials, agents, employees or subcontractors during the performance of this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments, appellate costs, and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY 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 CITY to the extent that it is based on a claim that products or services furnished to CITY 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.

6.4 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time,



## **ARTICLE 7**

### **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY 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 subcontractors. 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 CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' 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 CITY 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 of the CITY nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY'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 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

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 CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, 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 neither 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 CITY for any lapses in service resulting from a gap in insurance coverage.



## 7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 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 the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 7.6.2 Workers' 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 subcontractors 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 all subcontractors 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 CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Yes No

- ✓ ☐ 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)



*City of Pembroke Pines*

- 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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ \*

8.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☒

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ \*

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ \*

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ \* 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all



other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONSULTANT and subcontractors of the project. The CONSULTANT shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONSULTANT shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

#### 7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY 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 Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.



## ARTICLE 8

### DEFAULT OF CONTRACT & REMEDIES

8.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

8.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

8.2.1 The abandonment of the project by CONSULTANT for a period of more than seven (7) business days.

8.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Manager.

8.2.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

8.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

8.2.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

8.3 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by



CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

8.3.1 CITY may complete the Agreement, or any part thereof, either by hiring a subconsultant or re-letting a contract for the same, and charge the cost of the same to CONSULTANT together with the costs incident thereto for such default.

8.3.2 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

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 CITY'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 CITY, 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 CITY, 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 CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 10**

### **AGREEMENT SUBJECT TO FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Upon expiration of Agreement CONSULTANT shall remit any remaining funds on hand and transfer accounts receivable attributable to the use of any applicable Federal or State program to CITY.



## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 12**

### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 13**

### **SIGNATORY AUTHORITY**

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

## **ARTICLE 14**

### **FEDERAL REQUIREMENTS**

14.1 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement.



14.2 **Equal Employment Opportunity.** During the performance of this contract, CONSULTANT agrees as follows:

14.2.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

14.2.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

14.2.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

14.2.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



14.2.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.2.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.2.8 CONSULTANT will include the provisions of paragraphs (14.2.1) through (14.2.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the administering agency as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CONSULTANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CONSULTANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



CONSULTANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14.3 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**14.3.1 Clean Air Act.**

14.3.1.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

14.3.1.2 CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.1.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**14.3.2 Federal Water Pollution Control Act.**

14.3.2.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

14.3.2.2 CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, the appropriate Federal agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.2.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal



assistance.

14.4 **Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R Part 5 as may be applicable. All transactions regarding this Agreement shall be in compliance with the Davis-Bacon Act and 29 CFR Part 5 as applicable. CONSULTANT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

14.5 **Copeland "Anti-Kickback" Act.** CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 874, and 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3) as may be applicable. Subcontractors are required to include this provision in lower tier subcontracts. CONSULTANT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. A breach of this provision is grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

14.6 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).**

14.6.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

14.6.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 14.6.1 of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 14.6.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 14.6.1 of this section.

14.6.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any



other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 14.6.2 of this section.

14.6.4 **Subcontracts.** CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 14.6.1 through paragraph 14.6.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs paragraph 14.6.1 through paragraph 14.6.4 of this section."

14.7 **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the CONSULTANT's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

14.7.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY.

14.7.2 If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

14.8 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352 (if applicable, this section applies to an award of \$100,000 or more). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who will in turn forward the certification(s) to the awarding agency.



14.9 **Compliance with State Energy Policy and Conservation Act.** CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

14.10 **No Obligation by the Federal Government.**

14.10.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

14.10.2 CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.11 **DHS Seal, Logo, and Flags.** CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal pre-approval.

14.12 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, and directives.

14.13 **Fraudulent Statements.** CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Contract.

## **ARTICLE 15** **BANKRUPTCY**

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 16** **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONSULTANT and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.



*City of Pembroke Pines*

**ARTICLE 17**  
**PUBLIC RECORDS**

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Florida Statutes, or as otherwise provided by law;

17.1.3 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 Agreement term and, following completion of the Agreement, 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 CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored by the CONSULTANT must be provided to the CITY, in an electronic format upon request from the CITY's custodian of public records, upon termination, or the natural expiration of Agreement.

17.2 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 CITY may terminate the Agreement in accordance with the terms herein.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**601 CITY CENTER WAY, 4<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33025**  
**(954) 450-1050**  
[mgraham@ppines.com](mailto:mgraham@ppines.com)



## ARTICLE 18 MISCELLANEOUS

18.1 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

18.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation 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.

18.3 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

18.4 **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 CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY 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.

18.5 **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. CONSULTANT shall ensure subconsultants adhere to the requirements of this section. For the breach or violation of this provision, CITY 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.

18.6 **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 CITY designate the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025
-------	------------------------------------------------------------------------------------------------------------------



City of Pembroke Pines

Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City 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: ATTN: Martin Larsen, President/CEO  
Community Redevelopment Associates of Florida, Inc.  
8569 Pines Blvd., #201,  
Pembroke Pines, FL 33024  
Bosscat1@earthlink.net  
Telephone No: (954) 609-2677

Copy To: Alan Basemen, Esq.  
Comiter, Singer, Baseman & Braun  
3825 PGA Boulevard, Suite 701  
Palm Beach Gardens, FL 33410  
(562) 626-2101 ex. 218  
www.comitersinger.com

18.7 **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.

18.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.9 **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.

18.10 **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.

18.11 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be



entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.12 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral existing between the parties hereto.

18.13 **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.

18.14 **No Third Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

18.15 **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 is 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:

18.15.1 Any amount of, 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

18.15.2 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:

18.15.2.1 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

18.15.2.2 Is engaged in business operations in Syria.

**18.16 Domestic Partnership.**

18.16.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

18.16.2 Except where federal or state law mandates to the contrary, a consultant awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

18.16.3 CONSULTANT shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONSULTANT is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONSULTANT may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONSULTANT'S records pertaining to its benefits policies and its employment policies and practices.

18.16.4 CONSULTANT must conspicuously make available to all employees and applicants for employment the following statement:

**"During the performance of a contract with the City of Pembroke Pines, Florida, the CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

If CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or [drolstein@ppines.com](mailto:drolstein@ppines.com).

18.16.5 By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:

7563D7C5B031407...

By:

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

833DB27BB2774A7...

Name: Jacob G. Horowitz

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

Community Redevelopment Associates of Florida, Inc.

Signed By:

Name:

Martin Larsen

Title:

President/ CEO

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of NOVEMBER 2020, by Martin Larsen the President/CEO of Community Redevelopment Associates of Florida, Inc., a Florida Corporation. He/she is personally known to me or has produced DRIVER'S LICENSE as identification.



MERY F SANCHEZ  
MY COMMISSION # GG 083359  
EXPIRES: March 15, 2021  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

## Exhibit "A"



# Grant Administration for Community Redevelopment Projects

## Request for Qualifications # PL-20-01

General Information		
Administrative Fees	Negotiated for each grant received, not to exceed the maximum allowable Administrative Fee stipulated by the specific grant funding guidelines and requirements.	See Section 1.4.1
Project Timeline	Three (3) years after the date of execution of the Agreement, or upon the expenditure of all funds in conformance with the requirements of the respective program, with two additional one year renewals.	See Section 1.4.2
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable.	See Section 1.8
Question Due Date	July 14, 2020	See Section 1.8
Proposals will be accepted until	2:00 p.m. on July 28, 2020	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable.	Not Applicable.
100% Payment and Performance Bonds	Not Applicable.	Not Applicable.
Grant or Federal Funding Information	HUD Programs	Not Applicable

THE CITY OF PEMBROKE PINES  
**PURCHASING DIVISION**  
**8300 SOUTH PALM DRIVE**  
**PEMBROKE PINES, FLORIDA 33025**  
**(954) 518-9020**



## Table of Contents

SECTION 1 - INSTRUCTIONS .....	5
1.1 NOTICE .....	5
1.2 PURPOSE .....	5
1.3 SCOPE OF WORK .....	5
1.4 ADMINISTRATIVE FEES & PROJECT TIMELINE .....	7
1.4.1 ADMINISTRATIVE FEES .....	7
1.4.2 PROJECT TIMELINE .....	7
1.5 PROPOSAL SUBMISSION .....	8
Title Page: .....	8
Table of Contents: .....	8
Letter of Interest: .....	8
1.5.1 Proposal Requirements .....	9
Tab 1 - Firm Qualifications and Experience (35 points): .....	9
Tab 2 - Partner, Supervisory and Staff Qualifications and Experience (35 points): .....	9
Tab 3 - Similar Engagements with Other Government Entities Work (32.5 points): .....	10
Tab 4 – Other Completed Documents: .....	10
1.5.2 Additional Information .....	10
1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS .....	11
1.6.1 Vendor Information Form .....	11
1.6.2 Form W-9 (Rev. October 2018) .....	11
1.6.3 Sworn Statement on Public Entity Crimes Form .....	11
1.6.4 Local Business Tax Receipts .....	11
1.6.5 Veteran Owned Small Business Preference Certification .....	11
1.6.6 Equal Benefits Certification Form .....	12
1.6.7 Vendor Drug-Free Workplace Certification Form .....	12
1.6.8 Scrutinized Company Certification .....	12
1.6.9 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds .....	12
1.6.10 E-Verify System Certification Statement .....	12
1.6.11 Minority-Owned Business Enterprise .....	12
1.6.12 Woman-Owned Business Enterprise .....	12
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms .....	13



1.7	EVALUATION OF PROPOSALS & PROCESS OF SELECTION .....	13
1.8	TENTATIVE SCHEDULE OF EVENTS .....	14
1.9	SUBMISSION REQUIREMENTS .....	14
SECTION 2 - INSURANCE REQUIREMENTS .....		15
SECTION 3 - GENERAL TERMS & CONDITIONS .....		21
3.1	EXAMINATION OF CONTRACT DOCUMENTS .....	21
3.2	CONFLICT OF INSTRUCTIONS .....	21
3.3	ADDENDA or ADDENDUM .....	21
3.4	INTERPRETATIONS AND QUESTIONS .....	21
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES .....	21
3.6	WARRANTIES FOR USAGE .....	22
3.7	BRAND NAMES .....	22
3.8	QUALITY .....	22
3.9	SAMPLES .....	22
3.10	DEVELOPMENT COSTS .....	22
3.11	PRICING .....	22
3.12	DELIVERY POINT .....	22
3.13	TAX EXEMPT STATUS .....	22
3.14	CONTRACT TIME .....	22
3.15	COPYRIGHT OR PATENT RIGHTS .....	23
3.16	PUBLIC ENTITY CRIMES .....	23
3.17	CONFLICT OF INTEREST .....	23
3.18	FACILITIES .....	23
3.19	ENVIRONMENTAL REGULATIONS .....	23
3.20	SIGNATURE REQUIRED .....	24
3.21	MANUFACTURER'S CERTIFICATION .....	24
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL .....	24
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS .....	24
3.24	RESERVATIONS FOR REJECTION AND AWARD .....	25
3.25	BID PROTEST .....	25
3.26	INDEMNIFICATION .....	25
3.27	DEFAULT PROVISION .....	25
3.28	ACCEPTANCE OF MATERIAL .....	26
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT .....	26



3.30	SCRUTINIZED COMPANIES LIST .....	26
3.31	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS .....	27
3.32	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	28
3.33	CONE OF SILENCE .....	28
SECTION 4 - SPECIAL TERMS & CONDITIONS .....		29
4.1	PROPOSAL SECURITY .....	29
4.2	PAYMENT AND PERFORMANCE BONDS .....	29
4.3	OWNER'S CONTINGENCY .....	29
4.4	TAX SAVER PROGRAM .....	29
4.5	RELEASE OF LIEN .....	29
4.6	SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS .....	29
4.7	LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS .....	29
A.	STATE OF FLORIDA E-VERIFY .....	29
B.	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES .....	29
C.	ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL .....	29
D.	EQUAL EMPLOYMENT OPPORTUNITY .....	30
E.	DAVIS-BACON & RELATED ACTS .....	30
F.	COPELAND ANTI-KICKBACK ACT .....	30
G.	CONTRACT WORK HOURS AND SAFETY STANDARDS .....	31
H.	FEDERAL CLEAN AIR AND WATER ACTS .....	31
I.	SUSPENSION AND DEBARMENT .....	31
J.	ANTI-LOBBYING .....	31
K.	RECYCLED PRODUCTS / RECOVERED MATERIALS .....	32
L.	MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION .....	32

## ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Federal Grant Administration**

Attachment F: References Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

**RFQ # PL-20-01**  
**Grant Administration for Community Redevelopment Projects**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://www.BidSync.com) website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, July 28, 2020.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Consultant, to supply Grant Management, Administration and Implementation for Community Redevelopment Projects in accordance with the terms, conditions, and specifications contained in this solicitation.

### **1.3 SCOPE OF WORK**

The Scope of Services, which the consultant must be prepared and qualified to provide, is as follows:



1. Prepare, and update as required, the City's CDBG Consolidated Plan and Amendments as required.
2. Prepare the City's CDBG Annual Action Plan, and Amendments as required.
3. Prepare, and update as required, the City's SHIP Local Housing Assistance Plan.
4. Implement an Environmental Review process if required by any eligible activities undertaken.
5. Prepare and implement a Citizens Participation Plan and conduct all required Public Hearings and prepare all related Public Notices.
6. Prepare the CDBG Consolidated Annual Performance and Evaluation Report.
7. Prepare annual performance report for the SHIP program.
8. Monitor and administer all program activities to ensure that all required expenditure and timeliness standards are met.
9. Manage and supervise day-to-day operation of the City's CDBG, SHIP, HOME, and NSP funded activities.
10. Provide monthly progress reports on current projects to City staff.
11. Provide training opportunities for City staff necessary to the implementation and administration of program activities.
12. Provide responses to City and/or public queries / concerns within two business days. Maintain a project communications log with applicants with dates / times / notes related to communications.
13. Assist City in drafting responses relating to formal program or project inquiries.
14. Establish and Implement HUD's Integrated Disbursement and Information System (IDIS) for the City, including implementing all necessary financial, administrative and bookkeeping requirements; coordinate billings; purchasing; reimbursements and payment requests through the City's finance department.
15. Submit annual HUD60002 report through Section 3 Performance Evaluation and Registry System (SPEARS).
16. Submit annually Woman Minority Business Enterprise (WMBE) report to HUD.
17. Process all loans and grants associated with appropriate CDBG, SHIP, HOME and NSP funded activities.
18. Review all necessary or appropriate agreements / contracts for compliance with CDBG, SHIP, HOME and NSP program requirements.
19. Prepare appropriate documents such as applications, compliance checklists, certifications, etc.
20. Provide formal program procedure sheets for each grant strategy to the City each year and updates as they may occur.
21. Maintain a company website to service the public. Provide program materials as needed by city staff or required by program for city website.
22. Assist in the preparation of all noticing as well as advertisements and public outreach materials related to grant programs.



23. Determine the eligibility of program participants.
24. Coordinate the activities of the lenders, contractors, not for profit organizations and applicants.
25. Monitor all CDBG sub-recipients.
26. Conduct on-site and in-house housing inspections and have prepared project specifications and work orders in compliance with CDBG, SHIP, NSP and HOME guidelines.
27. Monitor and enforce Labor Standards under the Davis Bacon Act.
28. Pursuant to CDBG, SHIP, NSP and HOME regulations, monitor and enforce all applicable civil rights and anti-discrimination laws, fair housing choice, Equal Employment Opportunity, and Anti-Displacement and Relocation Assistance.
29. Conduct and update as necessary an Analysis of impediments to Fair Housing Choice.
30. Implement the recommended actions identified in the City's Analysis of Impediments to Fair Housing Choice.
31. Conduct other such research and evaluation of proposed activities as may be required by the City from time to time.
32. As required, attend all necessary meetings and make presentations to City officials and residents.
33. Represent the City at the Broward Home Consortium. Advise the City on Consortium discussions and requirements. Assist the City in processing Consortium requests where appropriate. Maintain communications with Broward County Housing staff regarding HOME program matters.
34. Maintain all program related files. Provide electronic sets of completed program files after each program year. Securely store and maintain all program documents as required by State and Federal law.
35. Attend and participate in the City Affordable Housing Advisory Committee (AHAC) meetings from time to time as required by City and the State of Florida.
36. Similar actions as may be required by federal, state, and county housing programs.

## **1.4 ADMINISTRATIVE FEES & PROJECT TIMELINE**

### **1.4.1 ADMINISTRATIVE FEES**

Administrative Fees for the awarded firm shall be negotiated on a case by case basis for each grant received. Administrative Fees may be based on a percentage of grant funds received or for a specified dollar amount, however these fees shall not exceed the maximum allowable Administrative Fee stipulated by the specific grant funding guidelines and requirements.

### **1.4.2 PROJECT TIMELINE**



The initial term of the agreement shall take effect as of the date of execution and shall terminate no later than three (3) years after the date of execution of the Agreement by the City Manager, or upon the expenditure of all funds in conformance with the requirements of the respective program, unless terminated sooner by either party. The agreement shall also include two (2) additional one (1) year renewal options.

## **1.5 PROPOSAL SUBMISSION**

The [www.bidsync.com](http://www.bidsync.com) website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

### **Title Page:**

List the following:

Subject: **RFQ # PL-20-01 "Grant Administration for Community Redevelopment Projects"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
  - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

### **Table of Contents:**

Include a clear identification of the material included in the proposal by tab number and page number.

### **Letter of Interest:**

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
  - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
  - b. Summary of abilities and experience of the firms' professional personnel
  - c. Summary of past performance of the firm on similar projects
  - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.



### **1.5.1 Proposal Requirements**

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

#### **Tab 1 - Firm Qualifications and Experience (35 points):**

To be considered, the individual, management team or firm that is submitting a proposal must possess considerable expertise and experience in the development, management and implementation of projects funded by the SHIP, HOME, CDBG, NSP programs and other similar programs.

The proposing individual, management team or firm should state the size of the firm, the size of the firm's governmental experienced staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and on a part-time basis.

If the proposing individual, management team or firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal proposing individual, management team and firm (administrator) should be noted, if applicable.

The proposing individual, management team or firm shall also provide information on the results of any federal, state, or county reviews or field reviews of its projects or engagements during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

#### **Tab 2 - Partner, Supervisory and Staff Qualifications and Experience (35 points):**

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.
2. Provide the number of staff members employed.
3. Resumes of each person shall be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Proposers should provide a listing of the qualifications, including training, including relevant continuing professional education, experience,



honors and awards received, professional associations of which the firm and/or its personnel are members.

4. Indicate how the quality of staff over the term of the agreement will be assured.
5. Proof that staff have completed, at a minimum, the following training shall be provided: HUD Consolidated Planning System Training, Community 2020 - HUD Community Planning Software Training, HUD Lead Based Paint Reduction Training, Exploring IDIS, IDIS Plus Reports, HUD CPD Program Management, Department of Community Affairs Income Compliance training for the SHIP program, and State of Florida Housing Initiatives Program, Program Administration for Home Ownership Programs training. HUD Consolidated Management Planning Tool

**Tab 3 - Similar Engagements with Other Government Entities Work (32.5 points):**

Please complete **Attachment F: References Form** and address the following items:

List significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for qualifications, and demonstrate that the firm is qualified to perform the Scope of Services covered in this RFQ.

Indicate the scope of work, date, project duration, engagement partners, and the name, address and telephone number of the principal client contact.

The proposing individual, management team or firm should demonstrate prior performance in relation to any local, state, or federal funding program. The past performance will refer to attainment of objectives in a timely manner and expenditure of funds at a reasonable rate in compliance with the contract.

**Tab 4 – Other Completed Documents:**

1. Attachment A: Contact Information Form
2. Attachment B: Non-Collusive Affidavit
3. Attachment C: Proposer's Qualifications Statement

**1.5.2 Additional Information**

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.



## **1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS**

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**

These forms will be found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

### **1.6.1 Vendor Information Form**

### **1.6.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

### **1.6.3 Sworn Statement on Public Entity Crimes Form**

### **1.6.4 Local Business Tax Receipts**

### **1.6.5 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.



### **1.6.6 Equal Benefits Certification Form**

### **1.6.7 Vendor Drug-Free Workplace Certification Form**

### **1.6.8 Scrutinized Company Certification**

### **1.6.9 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds**

#### **a. Lobbying:**

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

#### **b. Debarment, Suspension and Other Responsibility Matters:**

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

### **1.6.10 E-Verify System Certification Statement**

- a. The State of Florida, Executive Order 11-116, requires the City, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the City is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees and provide the E-Verify System Certification, certifying that it will enroll and participate in the E-Verify Program.

### **1.6.11 Minority-Owned Business Enterprise**

### **1.6.12 Woman-Owned Business Enterprise**



### **1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms**

## **1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

<b>Criteria</b>	<b>Points</b>
Firm Qualifications and Experience	35.0 points
Partner, Supervisory and Staff Qualifications and Experience	35.0 points
Similar Engagements With Other Government Entities	32.5 points
Veteran Owned Small Business Preference*	2.5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that the Veteran Owned Small Business (VOSB) Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

*All other vendors shall receive zero (0) points.*

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.



## **1.8 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>June 23, 2020</b>
Pre-Bid Meeting	<b>Not Applicable.</b>
Question Due Date	<b>July 14, 2020</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>July 20, 2020</b>
Proposals will be accepted until	<b>2:00 p.m. on July 28, 2020</b>
Proposals will be opened at	<b>2:30 p.m. on July 28, 2020</b>
Evaluation of Proposals by Staff	<b>August 2020</b>
Recommendation of Contractor to City Commission award	<b>September 2, 2020</b>

## **1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before **2:00 p.m. on July 28, 2020**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**



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## **SECTION 2 - INSURANCE REQUIREMENTS**

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY 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 CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR 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 CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR 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 of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY'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.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 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 CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR 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 CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 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 the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors 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 CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ☐ ✗ 2.6.3 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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✕

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☒

2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒

2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ✕

2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of



goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ **x** 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.



**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk



Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

## 2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

2.7.2 Waiver of all Rights of Subrogation against the CITY.

2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY 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 Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **3.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

### 3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

### 3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### 3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

### 3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

### 3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### 3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

### 3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### 3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### 3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

### **3.15 COPYRIGHT OR PATENT RIGHTS**

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

### **3.16 PUBLIC ENTITY CRIMES**

"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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

### **3.17 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

### **3.18 FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

### **3.19 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.20 SIGNATURE REQUIRED**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **3.21 MANUFACTURER'S CERTIFICATION**

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

### **3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

### **3.24 RESERVATIONS FOR REJECTION AND AWARD**

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

### **3.25 BID PROTEST**

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

### **3.26 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### **3.27 DEFAULT PROVISION**



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### **3.28 ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

### **3.30 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of 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 s. 215.4725, or is engaged in a boycott of Israel; or



(b) 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:

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 s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, 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 is engaged in business operations in Syria.

### **3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer

claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



### 3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### 3.33 CONE OF SILENCE

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted communication:** The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.



## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 PROPOSAL SECURITY**

Not Applicable.

### **4.2 PAYMENT AND PERFORMANCE BONDS**

Not Applicable.

### **4.3 OWNER'S CONTINGENCY**

Not Applicable.

### **4.4 TAX SAVER PROGRAM**

Not Applicable.

### **4.5 RELEASE OF LIEN**

Not Applicable.

### **4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS**

Not Applicable.

### **4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

#### **A. STATE OF FLORIDA E-VERIFY**

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall

be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-116 "Verification of Employment Status") to: (a) verify the employment eligibility of all new employees, hired by the contractor during the contract term; and (b) include in subcontracts the requirement that subcontractors performing work or providing services, pursuant to the state funded contract, utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor is also responsible for reporting any required information to the City. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

#### **B. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **C. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL**



## GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

### D. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

### E. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal**

**statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

### F. COPELAND ANTI-KICKBACK ACT

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

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



subcontractor or lower tier subcontractor with all of these contract clauses.

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

#### **G. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### **H. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **I. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

#### **J. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such



disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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.

b. 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 Federal 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.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **K. RECYCLED PRODUCTS / RECOVERED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **L. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION**

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH **PL-20-01** titled “**Grant Administration for Community Redevelopment Projects**” attached hereto as a part hereof, the undersigned submits the following:

### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

### **COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

### **PRIMARY CONTACT FOR THE PROJECT:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

### **AUTHORIZED APPROVER:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

SIGNATURE:

**B) Proposal Checklist**

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	
Table of Contents	Yes <input type="checkbox"/>
Letter of Interest	Yes <input type="checkbox"/>
1.5.1 Proposal Requirements	
Tab 1 - Firm Qualifications and Experience	Yes <input type="checkbox"/>
Tab 2 - Partner, Supervisory and Staff Qualifications and Experience	Yes <input type="checkbox"/>
Tab 3 - Similar Engagements with Other Government Entities Work	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>
Tab 4 – Other Completed Documents	Yes <input type="checkbox"/>
Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Qualifications Statement	Yes <input type="checkbox"/>
1.5.2 Additional Information	Yes <input type="checkbox"/>

Did you make sure to update the following documents found under the 1.6 “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

1.6.1 Vendor Information Form	Yes <input type="checkbox"/>
1.6.2 Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
1.6.3 Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
1.6.4 Local Business Tax Receipts	Yes <input type="checkbox"/>
1.6.5 Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
1.6.6 Equal Benefits Certification Form	Yes <input type="checkbox"/>
1.6.7 Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
1.6.8 Scrutinized Company Certification	Yes <input type="checkbox"/>
1.6.9 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes <input type="checkbox"/>
1.6.10 E-Verify System Certification Statement	Yes <input type="checkbox"/>
1.6.11 Minority-Owned Business Enterprise	Yes <input type="checkbox"/>
1.6.12 Woman-Owned Business Enterprise	Yes <input type="checkbox"/>
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes <input type="checkbox"/>

*City of Pembroke Pines*

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the ,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



City of Pembroke Pines

Attachment C

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

**(Please attach certificate of status, competency, and/or state registration.)**

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).


List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



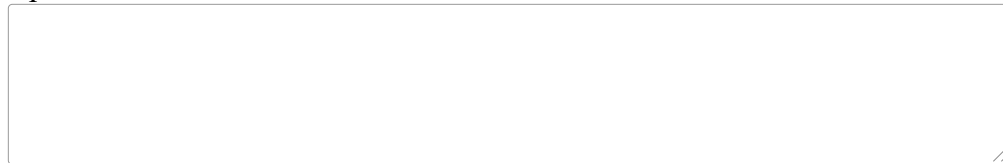
List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



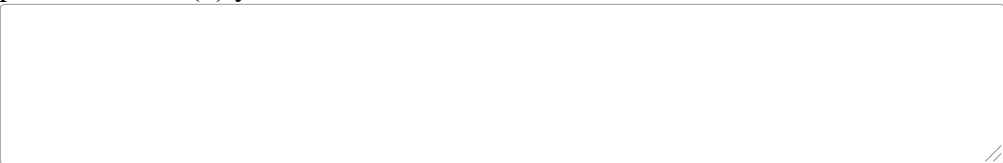
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:



The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD[YY])																																																																																								
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																																																																										
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*City of Pembroke Pines*

## **GRANT ADMINISTRATION AGREEMENT**

**THIS IS AN AGREEMENT ("Agreement")**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2020** by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

\_\_\_\_\_ as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

### **W I T N E S S E T H:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY 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 On **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to supply grant management, administration and implementation for community redevelopment projects as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFQ # PL-20-01**

**Grant Administration for Community Redevelopment Projects**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.



1.4 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 supply grant management, administration and implementation for community redevelopment projects, as more particularly described in **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part here of as **Exhibit "B"**.

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 CITY, with full knowledge that CITY 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 shall not utilize the services of any subconsultant without the prior written approval of CITY.

## **ARTICLE 3**

### **TERM AND TERMINATION**

3.1 This Agreement shall take effect as of the date of execution and shall continue for a period of three (3) years, or upon the expenditure of all funds in conformance with the requirements of the respective program utilized by CONSULTANT, or until terminated by either party. CONSULTANT agrees that it shall be subject to annual review by the CITY of its performance under this Agreement.

3.2 This Agreement may be renewed for two (2) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party seven (7) days prior written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as amendments to this Agreement.]

3.4 In the event that the CONSULTANT abandons this Agreement or causes it to be terminated for cause or convenience, CONSULTANT shall indemnify the CITY 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 CITY and shall be delivered by CONSULTANT to CITY immediately.

#### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 With respect to any Federal or State funded program for which the CONSULTANT provides services to the CITY, CITY and CONSULTANT shall enter into a written amendment to this Agreement, executed by the parties hereto, to provide for the amount of compensation and method of payment for which the CITY is to pay CONSULTANT.

4.2 Notwithstanding any other provision of this Agreement, or any amendment to this Agreement, all payments made to the CONSULTANT shall conform with all applicable Federal and State laws, regulations, rules, and procedures related to the specific Federal or State program.

4.3 CONSULTANT will be entitled to invoice biweekly, providing total hours and job classifications of persons doing work. CITY 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.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 Payment will be made to CONSULTANT at:

«Vendor\_Name»  
Attn: «Vendor\_Contact\_Title»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

#### **ARTICLE 5**

#### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY 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. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, 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 either herein or in a separate written agreement executed by the Parties hereto.



## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its 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 CITY 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 during the performance of this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments, appellate costs, and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY 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 CITY to the extent that it is based on a claim that products or services furnished to CITY 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. CITY's rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY 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 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 7**

### **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY 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 subcontractors. 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 CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' 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 CITY 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 of the CITY nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY'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 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

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 CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, 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 neither 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 CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 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 the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



7.6.2 Workers' 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 subcontractors 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 all subcontractors 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 CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Yes No



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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✕

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☒ ☐

7.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒ ☐

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ ✕

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from:



## City of Pembroke Pines

theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ **x** 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ **x** 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



Yes No



7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONSULTANT and subcontractors of the project. The CONSULTANT shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONSULTANT shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

## 7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the CITY.

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.



7.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY 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 Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **ARTICLE 8**

### **DEFAULT OF CONTRACT & REMEDIES**

8.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

8.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

8.2.1 The abandonment of the project by CONSULTANT for a period of more than seven (7) business days.

8.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Manager.

8.2.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such



cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

8.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

8.2.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

8.3 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

8.3.1 CITY may complete the Agreement, or any part thereof, either by hiring a subconsultant or re-letting a contract for the same, and charge the cost of the same to CONSULTANT together with the costs incident thereto for such default.

8.3.2 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

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 CITY'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 CITY, 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 CITY, 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 CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 10**

### **AGREEMENT SUBJECT TO FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Upon expiration of Agreement CONSULTANT shall remit any remaining funds on hand and transfer accounts receivable attributable to the use of any applicable Federal or State program to CITY.

## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.



## **ARTICLE 12**

### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 13**

### **SIGNATORY AUTHORITY**

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

## **ARTICLE 14**

### **FEDERAL REQUIREMENTS**

14.1 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement.

14.2 **Equal Employment Opportunity.** During the performance of this contract, CONSULTANT agrees as follows:

14.2.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

14.2.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will



receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

14.2.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

14.2.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.2.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.2.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



14.2.8 CONSULTANT will include the provisions of paragraphs (14.2.1) through (14.2.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the administering agency as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CONSULTANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CONSULTANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

CONSULTANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14.3 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution



Control Act, as amended ( 33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**14.3.1 Clean Air Act.**

14.3.1.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

14.3.1.2 CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.1.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**14.3.2 Federal Water Pollution Control Act.**

14.3.2.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

14.3.2.2 CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, the appropriate Federal agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.2.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**14.4 Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R Part 5 as may be applicable. All transactions regarding this Agreement shall be in compliance with the Davis-Bacon Act and 29 CFR Part 5 as applicable. CONSULTANT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

**14.5 Copeland "Anti-Kickback" Act.** CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 874, and 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3) as may be applicable. Subcontractors are required to include this provision in lower tier subcontracts. CONSULTANT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. A breach of this provision is grounds for



termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

#### 14.6 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).**

14.6.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

14.6.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 14.6.1 of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 14.6.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 14.6.1 of this section.

14.6.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 14.6.2 of this section.

14.6.4 **Subcontracts.** CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 14.6.1 through paragraph 14.6.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs paragraph 14.6.1 through paragraph 14.6.4 of this section.”

14.7 **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R.



pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the CONSULTANT's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

14.7.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY.

14.7.2 If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

14.8 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352 (if applicable, this section applies to an award of \$100,000 or more). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who will in turn forward the certification(s) to the awarding agency.

14.9 **Compliance with State Energy Policy and Conservation Act.** CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

14.10 **No Obligation by the Federal Government.**

14.10.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

14.10.2 CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed



that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.11 **DHS Seal, Logo, and Flags.** CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal pre-approval.

14.12 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, and directives.

14.13 **Fraudulent Statements.** CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Contract.

14.14 **Access to Records.** CONSULTANT agrees to provide CITY the Federal Government, and any applicable Federal Administrator, HUD, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel or the Comptroller General of the United States.

## **ARTICLE 15**

### **BANKRUPTCY**

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 16**

### **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONSULTANT and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.

## **ARTICLE 17**

### **PUBLIC RECORDS**

*City of Pembroke Pines*

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Florida Statutes, or as otherwise provided by law;

17.1.3 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 Agreement term and, following completion of the Agreement, 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 CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 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 CITY may terminate the Agreement in accordance with the terms herein.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**



## **ARTICLE 18**

### **MISCELLANEOUS**

18.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

18.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation 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.

18.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors 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 CITY 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 CITY 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, Florida Statutes.

18.4 **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 CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY 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.

18.5 **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. CONSULTANT shall ensure subconsultants adhere to the requirements of this section. For the breach or violation of this provision, CITY 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.



## City of Pembroke Pines

18.6 **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 CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City 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: «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»  
Cell phone No: «Vendor\_Cell\_Number»  
Facsimile No: «Vendor\_Fax\_Number»

18.7 **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.

18.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.9 **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.

18.10 **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.

18.11 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.12 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

18.13 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

18.14 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

18.15 **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.

18.16 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

18.17 **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 is 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 if:

18.17.1 Any amount of, 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



18.17.2 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:

18.17.2.1 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

18.17.2.2 Is engaged in business operations in Syria.

18.18 **No Third Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

18.19 **Domestic Partnership.**

18.19.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that **(check only one box below):**

- ☐ CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below):**
  - ☐ CONSULTANT does not provide benefits to employees' spouses in traditional marriages; or
  - ☐ CONSULTANT provides an employee the cash equivalent of benefits because CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONSULTANT shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
  - ☐ CONSULTANT is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated,



supervised, or controlled by or in conjunction with a religious organization, association, or society; or

☐ CONSULTANT is a governmental agency.

18.19.2 Except where federal or state law mandates to the contrary, a consultant awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

18.19.3 CONSULTANT shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONSULTANT is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONSULTANT may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONSULTANT'S records pertaining to its benefits policies and its employment policies and practices.

18.19.4 CONSULTANT must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

If CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

18.19.5 By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



*City of Pembroke Pines*

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK      By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number, if any

## **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

### **Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:  Title:

E-Mail Address:

Telephone:  Fax:

### **Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date:

Size of project:  Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

## **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name:  Title: E-Mail Address: Telephone:  Fax: **Project Information:**Name of Contractor Performing the work: 

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: 

Work for which staff was responsible:

Contract Type: The results/deliverables of the project: **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: 

Work for which staff was responsible:

Contract Type: The results/deliverables of the project: **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: 

Work for which staff was responsible:

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Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: 

Work for which staff was responsible:

Contract Type: The results/deliverables of the project:



## PEMBROKE PINES CITY COMMISSION

**Frank C. Ortis**  
MAYOR  
954-450-1020  
fortis@ppines.com

**Iris A. Siple**  
VICE MAYOR  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

**Jay D. Schwartz**  
COMMISSIONER  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

**Thomas Good, Jr.**  
COMMISSIONER  
DISTRICT 1  
954-450-1030  
tgood@ppines.com

**Larissa Chanzas**  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
lchanzas@ppines.com

**Charles F. Dodge**  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

# NOTICE

Due to the COVID-19 Coronavirus health alert, bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, due to COVID-19, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person, as the City will not be opening up the physical location for public access.

**City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic, however the public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)
[Schedule](#) [Task](#) [Note](#)
[Vendor view of bid](#)
[Chat](#) | [Description](#) | [Attachments](#)

Bid #PL-20-01 - Grant Administration For Community Redevelopment Projects

<b>Time Left</b>	closed	<b># of offers</b>	2
<b>Bid Started</b>	Jun 23, 2020 7:13:50 PM EDT	<b>Notifications</b>	<a href="#">Report</a> ( <a href="#">Bidder Activity</a> )
<b>Bid Ended</b>	This bid closed on Jul 28, 2020 2:00:00 PM EDT	<b># of suppliers viewed</b>	108  ( <a href="#">View</a> )
<b>Agency Information</b>	City of Pembroke Pines, FL ( <a href="#">view agency's bids</a> )	<b>Q &amp; A</b>	<a href="#">Questions &amp; Answers</a>
<b>Bid Classifications</b>	<a href="#">Classification Codes</a>		
<b>Required Vendor Qualifications</b>	PP-SWORN, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR, PP-MBE, PP-WBE, PP-HUBZONE, FED-LOBBY&DEBAR, FL-EVERIFY		
<b>Bid Regions</b>	<a href="#">Regions</a>		
<b>Bid Contact</b>	<a href="#">see contact information</a>		
<b>Delivery Location</b>	One or more of the following locations <b>City of Pembroke Pines</b> <a href="#">No Location Specified</a>  <b>Qty 1</b> <b>Expected Expenditure</b> n/a		
<b>View Rules</b>	Click here to <a href="#">change</a> the rules for this bid.		
<b>Best and Final Offer:</b>	<a href="#">Create</a>		

**Approval**

**View Approval Flow** [View Approval Flow](#)

**Approval Status** Approved

**Description**

<b>Bid Number</b>	PL-20-01
<b>Title</b>	Grant Administration for Community Redevelopment Projects
<b>Contract Duration</b>	3 years
<b>Contract Renewal</b>	2 annual renewals
<b>Prices Good for</b>	90 days
<b>Budgeted Amount</b>	\$0.00 ( <a href="#">change</a> )
<b>Standard Disclaimer</b>	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.




The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

Bid Comments	However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked â BID SECURITYâ (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.
	The City of Pembroke Pines is seeking proposals from qualified firms to supply Grant Management, Administration and Implementation for Community Redevelopment Projects.
	Grant Administration for Community Redevelopment Projects

Documents

Select All | Select None | Download Selected

- ☐ 1.  [PL-20-01 Grant Administration for Community Redevelopment Projects.pdf](#) [\[download\]](#)
- ☐ 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- ☐ 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐ 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- ☐ 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- ☐ 6.  [Attachment E - Specimen Contract - Federal Grant Administration.pdf](#) [\[download\]](#)
- ☐ 7.  [Attachment F - References Form](#) [\[download\]](#)
- ☐ 8.  [Notice of Virtual Bid Opening.pdf](#) [\[download\]](#)
-  = Included in Bid Packet     = Excluded from Bid Packet

Change Made On Jul 23, 2020 6:01:02 PM EDT

New Documents    Notice of Virtual Bid Opening.pdf

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

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## Question and Answers for Bid #PL-20-01 - Grant Administration for Community Redevelopment Projects

[Create New Question](#)

Question Deadline: Jul 14, 2020 8:30:00 PM EDT

### Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

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Community Redevelopment Associates of FL Inc.

Bid Contact

Martin Larsen  
bosscat1@earthlink.net  
Ph 954-609-2677

Address

8569 Pines Blvd.  
Ste. 201  
Pembroke Pines, FL 33024

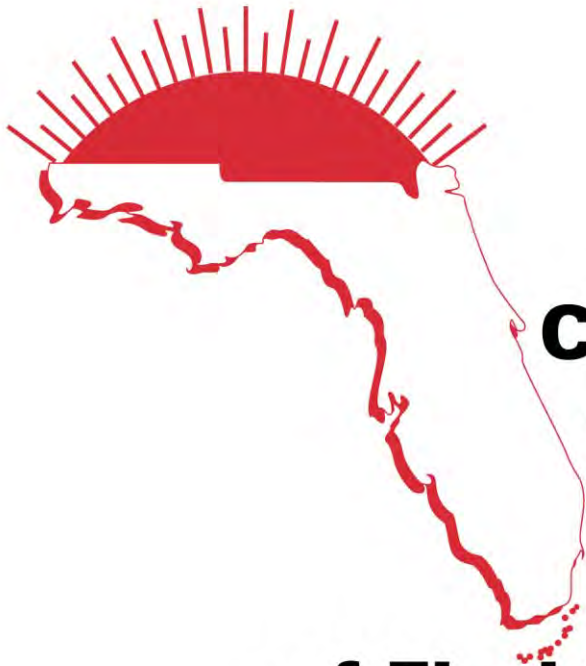
Qualifications

FED-LOBBY&DEBAR FL-EVERIFY PP-DRUGFREE PP-EQUAL PP-HUBZONE PP-LBTR PP-LOCAL PP-MBE PP-  
SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9 PP-WBE

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
PL-20-01--01-01	Grant Administration for Community Redevelopment Projects	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

**Community Redevelopment Associates of FL Inc.**Item: **Grant Administration for Community Redevelopment Projects****Attachments**

Pembroke Pines Base Document PL-20-01 Final.pdf



**Community  
Redevelopment  
Associates  
of Florida, Inc.**

**City of Pembroke Pines**

**RFQ #PL-20-01**

**Grant Administration for Community Redevelopment Projects  
Request for Qualifications**

**Date: July 28, 2020**

**Name of Firm: Community Redevelopment Associates of Florida Inc.**

**Contact Person: Martin Larsen, President/CEO**

**Telephone Number: 954-609-2677**

**Email Address: bossat1@earthlink.net**

## **Table of Contents**

	Page
Letter of Interest .....	1
Tab 1 .....	3
• Letter of Introduction .....	4
• Some History .....	5
• Capacity .....	7
• Technical Assistance .....	8
Tab 2 Partner, Supervisory, and Staff Qualifications .....	9
• Our Management Approach .....	10
• Leadership Team and Staff .....	13
• Staff Responsibilities .....	17
• Staff Training and Continuing Education ....	18
Tab 3 Similar Engagements with other Government Entities ...	20
Tab 4 Other Completed Documents and Forms .....	26
• Contact Information Form .....	27
• Non-Collusive Affidavit .....	30
• Proposer's Qualification Statement .....	32
• State of Florida Certificate of Status .....	36
Tab 5 Additional Information .....	37
• Certificate of Liability Insurance .....	38
• State of Florida Corp. Real Estate License ....	39
• Addendum No. 1 Virtual Bid Opening .....	40
• Questions and Answers for Bid #PL-20-01....	41
• Pricing .....	42
• Limited Financial Information .....	43
Tab 6 Code of Ethics – Conflict of Interest Policy .....	44

## LETTER OF INTEREST



**Please accept this Executive Summary as an expression of our sincere interest in providing administration and implementation of the City of Pembroke Pines various Federal and State grant programs. It is our belief that Community Redevelopment Associates is the best choice for filling the City's needs.**

Community Redevelopment Associates of Florida, Inc. (CRA), is an employee owned urban affairs consulting firm based in Pembroke Pines Florida. Established in 1990, CRA has more than *30 years* of experience with both the Department of Housing and Urban Development Community Development Block Grant (CDBG) program, and the Florida's State Housing Initiative Partnership (SHIP) program.

CRA sums up its responsibility to its clients simply: "Our job is to protect the taxpayer's money."

CRA has provided a combination of grant administration and direct service program implementation for 13 cities in Broward County as well as Broward County itself. This includes transitioning clients to entitlement cities and performing comprehensive Federal and State grant and program management services. We have served the residents of the City of Pembroke Pines in various capacities including grants administrator for nearly 28 years. Throughout the years we have overseen programs such as housing repair, commercial façade, capital improvement and transitional housing, unit-for unit replacements and developed new programs such as one-time rental assistance and foreclosure prevention programs for our clients. Contact references have been included for our past clients.

Our firm also has extensive knowledge and hands on practical experience with the HOME program. CRA provides ongoing direct service delivery to the HOME program for the City of Pembroke Pines as well as the City of Miramar.

CRA continues to provide administration for several clients' Neighborhood Stabilization Programs (NSP1 & NSP3). We are proud of the fact that the City of Pembroke Pines achieved timely and compliant expenditure of its NSP1 funds as well as its NSP3 allocation.

Cumulatively, we have administered, implemented or provided direct services for projects utilizing in excess of \$75,000,000 in grants on behalf of our clients. As a result, we have been "hands on" in the rehabilitation of over \$250,000,000 worth of single family residential housing.

While residential home prices have been quite volatile over the last several decades, first time home buyers were assisted in purchasing in excess of \$30,000,000 of affordable housing.

As a further example CRA has administered more than \$1,000,000 in commercial rehabilitation/ façade funds for the City of Miramar.

## LETTER OF INTEREST (Cont.)

The CRA team is multi-disciplinary. Community Redevelopment Associates of Florida has 5 full time staff positions. This includes its President and CEO who is actively engaged in the management of the firm, and 4 full-time employees. CRA has also contracted with Civitas LLC, a HUD TA for ongoing technical support.

Our staff is extensively trained in those disciplines that are required in providing outstanding service to our clients. All of our experienced staff professionals will provide day-to-day services to the management, administration and implementation of Federal and State grant programs for the City of Pembroke Pines.

Our experience and expertise include all facets of Federal and State housing and community development programs including the preparation of Consolidated Plans, Local Housing Assistance Plans, Affordable Housing Incentive Plans, operating and maintaining the Integrated Disbursement and Information System (IDIS), the Consolidated Planning Management Process (CPMP) tool and all necessary State and Federal reporting requirements. In addition, we are “hands on” in all aspects of program implementation, including income certification and contractor management. We operate as a resource to the clients we serve.



Martin Larsen  
President and CEO



**TAB 1  
FIRM QUALIFICATIONS  
AND EXPERIENCE**



Let me introduce you to Community Redevelopment Associates of Florida, Inc. On the following pages you will find information about us that we believe informative and helpful in deciding whether CRA is the firm that can deliver what you need in grant administration, program implementation and technical assistance.

CRA has more than 30 years of experience working with both Entitlement Cities and Urban Counties receiving funding from the Department of Housing and Urban Development Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP), and Home Investments Partnership (HOME) programs, as well as affordable housing programs funded by the State of Florida. The expertise offered by us in these areas is unsurpassed.

Our approach to providing direct services to affordable housing programs is comprehensive and adaptable to individual client requirements. CRA is equipped with the latest technology and proprietary tracking software and is hands-on in all aspects of program implementation, including income certification, contractor management, and program monitoring.

Thank you for taking the time to learn about Community Redevelopment Associates [EIN 65-0216617].

A handwritten signature in blue ink that reads "M. Larsen".

Martin Larsen  
President and CEO

***Our Job:***  
***To protect the taxpayers money.***

***Our Mission Statement:***  
**We are committed to making lives better by providing services that result in communities that are great places to live, work, and raise a family.**

***Our Goal:***  
**Is to be the resource in the development of quality communities.**



## **Some History**

Established in 1990 Community Redevelopment Associates of Florida, Inc. (CRA) is an employee owned, urban affairs consulting firm based in Pembroke Pines, Florida. We provide a wide-range of services, of which Federal and State grant planning, administration and implementation are primary. With a full-time staff of 5 multi-disciplinary professionals we are prepared for any challenge.



CRA has developed a proven, cost-effective system for the administration of Federal and State housing programs. Grant programs in which we specialize, but are in no way are limited to, include the Dept. of Housing and Urban Development Community Development Block Grant (CDBG) program, Neighborhood Stabilization Program (NSP), and Home Investment Partnership (HOME) program. Additionally we have worked extensively in Florida's State Housing Initiative Partnership (SHIP) program.

The shaping of many of the regulations that guide these Federal and State grant programs have had input from our staff. CRA had representation on the Statewide Housing Needs Task Force which led to the passage of the State of Florida's Sadowski Affordable Housing Act. Housing programs have been developed and approved by the Florida Housing Finance Corporation, Fannie Mae and the U.S. Department of Housing and Urban Development.

We have been directly responsible for the development and subsequent administration of 10 Federal and State Entitlement programs in South Florida. These communities have included the cities of Pembroke Pines, Miramar, Margate, Tamarac, Plantation, Deerfield Beach, Cooper City, Lauderdale Lakes and West Palm Beach. In 2007 CRA guided Coconut Creek FL through the Entitlement process.

Uniquely, two of CRA's clients received their Entitlement or Urban County status as a direct result of our efforts. Successful challenges to the U.S. Bureau of the Census population estimates for Margate FL and Collier County FL were completed, resulting in their receipt of millions of dollars in grant funding.

During the last 30 years, CRA has completed 20 Consolidated Plans including two this year. This work included all aspects of the Citizens Participation process. The State of Florida also requires the preparation of Local Housing Assistance Plans for its SHIP program and we have been preparing and implementing them since 1993 for our clients.

## **Some History Cont.**

Thousands of homes have been purchased and or rehabilitated/hardened through our administration of residential rehabilitation, disaster mitigation and purchase assistance programs. We have screened and income certified thousands of applicants. CRA has had the responsibility for the administration and implementation of upwards of \$27 million in expenditures during a single program year for its clients.

We prepared successful NSP 1 applications for the cities of Pembroke Pines, Miramar, and Coral Springs FL. As part of a public/private partnership, CRA also completed NSP2 grant applications for the cities of Miramar and Pembroke Pines FL.

As a result, CRA worked with the communities of Pembroke Pines, Miramar and Coral Springs to administer their NSP1 purchase assistance/rehabilitation programs which represented approximately \$17 million in NSP funding.



CRA completed intake and review of close to 600 applications for these three cities, developed and educated a network of over 150 realtors and are working to establish ways to address NSP requirements through partnerships that will better facilitate the purchase of NSP eligible properties. 428 households were fully income certified for NSP assistance, over 160 properties closed and transitioned to residential rehabilitation. These numbers include those being acquired directly by the cities of Pembroke Pines and Miramar, FL where we instituted municipal acquisition programs of foreclosed properties.

With respect to NSP 3, the City of Pembroke Pines received an allocation of \$2,330,542 and the City of Miramar received \$2,321,827. Identical strategies were used as those implemented in NSP1. These strategies were met with equal success. As a result, 100% of NSP 1 and NSP 3 funding has been expended in both client cities. CRA continues to work with clients to expend program income generated by the NSP 1 and NSP 3 acquisition strategies.

The aforementioned was accomplished while providing administration and direct services to the regular CDBG program as well as CDBG-R, DRI and SHIP programs as well.

However, nothing we have done could be accomplished without a formal management approach and clear vision of what is needed to create successful programs.

## **Past Performance**

The programs administered by CRA have been audited at the local, State and Federal level. CRA does not have any pending disciplinary action within any Federal, local or State regulatory body or professional organization. In addition there has never been a claim made against our professional liability insurance.

## **Capacity**

Our core service is program management with specialization in the administration of programs and activities funded by the U.S. Department of Housing and Urban Development (HUD) and the State of Florida in accordance with appropriate regulations



We have a fully developed and operational performance delivery plan that utilizes our staffing, program knowledge, modern technology and database monitoring capabilities that allows us to complete projects in a timely manner. With our “economies of scale approach” we can bring our service to you at the lowest possible project cost.

CRA provides a program specialist that supervises each individual purchase assistance and residential rehabilitation project. In addition, there will always be a review partner and senior staff to provide project management and

oversight. Separate internal financial management provides full time control as it relates to encumbering and expending client’s program funding within the stipulated time-frame. Our on-site staff of 4 is full-time and operates out of the main office in Pembroke Pines.

CRA also has also utilizes contracted support personnel to the main staff for application underwriting and SHIP tracking and reporting. Intake activities can be provided at a client location as required as well as from our website at <https://www.crafla.com>.

CRA has also contracted with Civitas LLC, a HUD TA firm for on-going technical support and training for on-site staff.

Every staff member has their own modern up-to-date computer workstation. Each station is networked to four high speed servers housed in our main office. Due to COVID-19 CRA's staff and management are capable of working remotely and can provide the same level of service.

Utilizing high speed PRI lines our new phone system is capable of handling high volume. Our website is housed in a secure off-site facility on a secure dedicated web server. In addition CRA's email is housed off-site on secure servers.

## **Technical Assistance**

On an individual project basis we have assisted with revamping existing programs for Entitlements and developed work-out plans so they could meet HUD expenditure rate guidelines. Workout plans developed by CRA have been cited by HUD as “best practice”. Assistance in developing community and economic development programs that are compliant with Federal and State programs is also available.

Direct services to existing CDBG, HOME and other affordable housing programs such as income certification and application processing can be provided. The firm has established relationships with housing, community and economic development agencies.

We have experience working with and monitoring non-profits, lenders, title companies, construction contractors, architects and engineers. On behalf of our clients we have developed and maintained a lenders’ consortium of reputable lenders for the purchase assistance programs. Pool management of licensed and insured general contractors for residential rehabilitation programs is also provided. We actively conduct outreach activities to build these pools to encourage, small, minority and women owned businesses to participate.

The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract’s Davis-Bacon wage determination. CRA has been providing Davis-Bacon Compliance Monitoring of contractors and subcontractors payrolls for nearly two decades.

Section 3 of the Housing and Urban Development Act of 1968 is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the business that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD funded projects. We can provide development of effective Section 3 programs.



**TAB 2  
PARTNER, SUPERVISORY  
AND STAFF QUALIFICATIONS  
AND EXPERIENCE**

## **Our Management Approach**

There are key elements to the successful management and implementation of any grant funded program, albeit a purchase assistance or residential rehabilitation program. The following section offers a brief discussion of a few of them.

### **Staff Experience**

CRA has been administering and providing direct services for, among others, purchase assistance, residential rehabilitation, and economic development affordable housing programs for 30 years. Our staff possesses the necessary government, real estate, lending and scattered site construction management backgrounds to effectively and efficiently administer the aforementioned programs. Our staff is well versed in the various State and Federal regulations which govern the administration and direct services funded by a variety of grant sources.

CRA staff receives continuing education and training throughout the year, staying abreast of ever changing federal grant program regulations. In addition, in-service training is also provided routinely on the practical aspects of program implementation, including conflict mediation and complaint resolution. This training is necessary to ensure program quality and compliance.

### **Customer Service**

As a private sector grant administrator, providing customer service that is timely and responsive to the community and our clients is a priority. It is critical to our success as a business. We have established standards for customer service as it relates to the various aspects of program administration.

Being responsive to the client (governmental staff), the general public seeking information, and last and perhaps most important, direct beneficiaries (program participants) is paramount. Similar expectations are required of the various other role players involved in implementing any grant program. Additionally, the majority of our staff is bi-lingual, speaking English, and Spanish.



Our staff lives by the credo that at the end of every work day they know that a family's life has been made better through their efforts.

### **Performance Standards - Quality Control**

Performance measure and standards are established for CRA, the programs we administer, and the associated tasks we must undertake. This includes budget and fiscal control and program management.

## **Performance Standards - Quality Control Cont.**

CRA focuses its efforts on the most efficient means available, producing high quality work that achieves the client's programmatic goals. Staff meetings where expenditure updates and monthly goal accomplishments are reported to management are regularly held. Management is also able to track productivity of the staff through our database tracking system.

A comprehensive analysis of a program's plan of work is done to determine the effort required to implement the program and resources are assigned accordingly. CRA will continuously reassess the program, direct service activities and resources required to ensure timely completion of all associated tasks. Monitoring and review procedures have been established and are utilized at various benchmarks during program implementation. Record keeping is extremely detailed and in keeping with the transparency required of public records.

A system of checks and balances is in place to further the quality of work performed. The CEO of the company serves as review partner to ensure further quality control of documents produced or procedures implemented in conjunction with the management and oversight of the programs. All projects must have management authorization before any federal expenditure is reimbursed.

## **Project Tracking and Monitoring**

In order to provide adequate project tracking and monitoring, CRA adapted constituent relationship management software and record keeping systems to efficiently manage client programs. Utilizing this software provides centralized access to up-to-date information for residents, our client cities and all relevant regulatory agencies.



## **Economies of Scale Approach**

Using the economy of scale approach, we are able to provide services at a reduced cost to our clients. Review of prior year contractor and grantee costs associated with direct delivery reveal a reduction of per unit costs as high as 30 percent. This provides for more "dollars on the street" and applicants assisted.

## **Financial Capacity**

Community Redevelopment has been successfully operating for nearly 30 years. That success has been fueled by our commitment to operating efficiently. Our economies of scale allow for lower costs per client than traditional approaches.

As a result CRA carries no working capital debt and has never borrowed operating capital. The only debt acquired, and no longer carried has been for capital improvements such as leasehold expansions. It has been and still is our policy to fund growth through internal capital generation.

**Financial Capacity - Cont.**

Further, it is our policy that we do not disburse or act as a custodian for any grant funds. CRA requires the all funds be held in trust by the grantee.

CRA has never been found to hold any liability nor paid any judgment because of any lawsuit.

## **Our Leadership Team**

### **Martin R. Larsen Co-Founder, President/CEO**

Mr. Larsen has an extensive background in finance, housing and housing related issues, management, and commercial real estate. He has held such corporate financial management positions as Chief Financial Officer, Vice President of Finance, and Comptroller in firms generating revenues in excess of \$20 million.

## **Qualifications and Prior Experience**

- University of Miami, Business Admin / Marine Biology, Miami, Fl. 1967-1971
- Additional Studies:
  - Rutgers University
  - Nova University
  - Broward Community College
  - Miami Dade Community College
- Past Member, American Association of Political Consultants
- Licensed Real Estate Broker

## **Example Projects**

- Analysis of Impediments to Fair Housing Choices, City of Pembroke Pines
- Successful challenge to the U.S. Census population estimates for the City of Margate
- Successful challenge to the U.S. Census population estimates for Collier County
- Developed the Housing Availability/Rent Survey element, HRS District #10, ADM Housing Needs Assessment Project, Broward County, Florida
- Member, City of Pembroke Pines Economic Development Mission to Astrakhan Russia
- City of Pembroke Pines' Pre-Development Loan Program Application
- Developed "Alternative Funding Sources" and "Demographics and Market Data" studies
- Senior Center project, City of Pembroke Pines
- Review Partner, Entitlement (CDBG) Project, City of Pembroke Pines
- Review Partner, Entitlement (CDBG) Project, City of Tamarac
- Review Partner, Entitlement (CDBG) Project, City of Miramar
- Review Partner, Entitlement (CDBG) Project, City of Coconut Creek
- Review Partner, Entitlement (CDBG) Project, City of Miami Beach
- Financial analysis/pro-forma, for \$3.6 million Industrial Revenue Bond for 80,000 square foot warehouse - office facility in Broward County, Florida
- Developed proprietary database tracking and management system for purchase assistance and housing rehabilitation programs

**Larsen Cont.****Community Service:**

- Chairman, Planning and Zoning Advisory Board, City of Pembroke Pines, FL, 1995/96, 1996/97, 1997/98, 1998/99, 1999/00
- Member, Planning and Zoning Advisory Board, City of Pembroke Pines, FL 1989 – 2000
- Vice Chairman, Consumer Affairs Advisory Board, City of Pembroke Pines, FL 1990/91
- Statewide Task Force on Affordable Housing, 1990
- Statewide Housing Needs Task Force, 1991/92  
(Realtor Working Group on Sadowski Affordable Housing Act)
- Chairman of the Board/President Florida Division, American Cancer Society, 2008 – 09
- Member, Board of Directors and Executive Committee, Broward Unit, American Cancer Society, 1995 - Present
- Member, Board of Directors and Executive Committee, Florida Division, American Cancer Society, 1998 – 2010
- President, Broward Unit, American Cancer Society, 2003-04
- Chairman, Smoke-Free for Health, Inc., - Constitutional Amendment Initiative 6, eliminating the health hazards of second-hand smoke from enclosed indoor workplaces
- Chairman, Advocacy and Public Policy, Florida Division, American Cancer Society 2000/01, 2001/02
- Chairman, Public Issues, American Cancer Society, Broward County 1995/96, 1996/97
- Southeastern Regional Representative for Public Issues, Florida Division, American Cancer Society 1997/98, 1998/99, 1999/00
- Past Member, Consultant review committee, Broward County School Board
- Chairman, Legislative Affairs Committee, Miramar/Pembroke Pines Chamber of Commerce, 1989/90, 1990/91, 1991/92, 1992/93
- Chairman, Finance and Budget Committee, Hollywood Area Board of Realtors, 1988/89, 1989/90
- Chairman, Government Affairs Committee, Hollywood Area Board of Realtors, 1990/91, 1991/92

**Trainings**

- **CDBG - Integrated Disbursement and Information System (IDIS) [HUD]**
- **CDBG - Consolidated Plan and Program Management (HUD)**
- **CDBG - Creating Homeownership Opportunities: HOME, HOPE 3, and CDBG (HUD)**
- **CDBG - Fair Housing Training (HUD)**
- **Growth Management, Development Patterns and Urban Sprawl. (Lincoln Land Institute)**

Note: The eCon Planning suite is integrated into IDIS. As such there is no Community 2020 Community Planning software or Consolidated Management Planning Tool.

## Staff Snapshot Bio's

### **Virginia Bermudez - Community Development Coordinator**

- *Virginia has been with CRA for eight years (8).* Originally hired as an administrative assistant, she continually climbed the ranks; subsequently holding positions of increasing responsibility - Program Specialist, Senior Program Specialist, and currently Community Development Coordinator.

She is also a corporate officer as an Asst. Secretary/Asst. Treasurer.

Prior to her arrival at CRA, she worked in a variety of corporate administrative positions including as a accounting assistant. Virginia is bilingual in English and Spanish.

### **Denise Creary - Community Development Coordinator**

- *Denise has been with CRA for eight (8) years.* Originally hired as a Community Development Specialist, she excelled and is now a Community Development Coordinator. Denise created the policies and procedures for the Home-buyer purchase assistance programs.

She is also a corporate officer as an Asst. Secretary/Asst. Treasurer,

Prior to her arrival at CRA, she spent 14 years as a Senior Mortgage Loan Officer with Bank Atlantic.

### **Mery Sanchez - Senior Program Specialist**

- *Mery has been with CRA for more than four (4) years.* Originally hired as a Program Specialist, she was trained in the various residential rehabilitation programs. Due to her having excelled in that role, she was promoted to her current position in 2019.

She is also a corporate officer as an Asst. Secretary/Asst. Treasurer.

Prior to her arrival at CRA she held a variety of administrative positions of increasing responsibility and studied Business Administration in Venezuela prior to coming to the U.S. Mery is bilingual in English and Spanish; as well she has taken coursework at the Berlitz School of Interpreters.

## **Staff Snapshot Bio's Cont.**

### **Nercida Casado - Program Specialist**

- Nercida has been with CRA for one (1) year. She came to CRA after having worked for the State of Florida Dept. of Business and Professional Regulation for seven years. A background that included work as a scheduling and logistics specialist, Nercida has the skill set necessary for her present position. She is currently pursuing an Associates of Science Degree in Business Administration at Broward Community College. Additionally, she holds a Certified Professional Coder (CPC) certification from the American Academy of Professional Coders.

<b><u>Staffing</u></b>	<b><u>Position</u></b>	<b><u>Responsibilities</u></b>
<b>Martin R. Larsen</b>	<b>President/CEO</b>	<b>Provides overall daily management and administration</b>
<b>Virginia Bermudez</b>	<b>Community Development Coordinator</b>	<b>IDIS, DRGR, ConPlan/Action Plan, CAPER, Annual Reports, provides administrative support to the CEO</b>
<b>Denise Creary</b>	<b>Community Development Coordinator</b>	<b>DIS, DRGR, ConPlan/Action Plan, CAPER, Annual Reports, Coordinates Purchase Assistance Grant Program</b>
<b>Mery Sanchez</b>	<b>Senior Program Specialist</b>	<b>Coordinates Residential Rehabilitation Program, SHIP Tracking, processes homeowner applications, income certifications</b>
<b>Nercida Casado</b>	<b>Program Specialist</b>	<b>Customer Relations, application processing all programs; income certification s</b>
<b><u>PART TIME SUPPORT PERSONNEL</u></b>		
<b>Dalmari Cantero</b>	<b>Underwriting Support</b>	<b>Processes program applications, completes third party-verifications, income certifies applicants.</b>
<b>Jaime Torres</b>	<b>SHIP Program Technical Support</b>	<b>Provides support to staff with regard to SHIP Tracking and Annual Reports; contractor billings.</b>
<b><u>TECHNICAL SUPPORT</u></b>		
<b>Civitas LLC</b>	<b>Civitas LLC is a HUD TA</b>	<b>Provides contracted technical support and ongoing training for staff</b>

## **Staff Training and Continuing Education**

### **Virginia Bermudez, Community Development Coordinator**

- CDBG - Introduction to IDIS for CDBG Grantees (HUD)
- CDBG - Environmental Review Procedures (Civitas on-site training)
- CDBG - CAPER In IDIS (Civitas HUD TA)
- CDBG - Understanding CDBG-CV Funding (HUD)
- CDBG - HUD CDBG-CV (HUD)
- CDBG - Understanding Section 3 (HUD enrolled)
- SHIP - Administration/Annual Reporting (FHC on-site training)
- SHIP - Income Certification Training (FHC-DCA)
- SHIP - The Rehabilitation/Emergency Repair Process (FHC)
- SHIP - Helping Homeowners with COVID-19 SHIP Emergency Assistance (FHC)
- SHIP - COVID-19 Response for Housing and Homelessness in Florida (FHC)
- SHIP - COVID-19 SHIP Rent Assistance Implementation (FHC)
- SHIP - Implementing Effective Rental Assistance Programs with Federal and State Resources (FHC)
- SHIP - Deploying CARES CRF Funds through SHIP Jurisdictions

### **Denise Creary, Community Development Coordinator**

- CDBG - Introduction to IDIS for CDBG Grantees (HUD)
- CDBG - Environmental Review Procedures (Civitas on-site training)
- CDBG - CAPER In IDIS (Civitas HUD TA)
- CDBG - Understanding CDBG-CV Funding (HUD)
- CDBG - HUD CDBG-CV (HUD)
- CDBG - CDBG-CV workshop - (NCDA)
- CDBG - Labor Relations/Davis-Bacon Compliance Training (HUD)
- CDBG - Understanding Section 3 (HUD enrolled)
- SHIP - Administration/Annual Reporting (FHC on-site training)
- SHIP - Income Certification Training (FHC-DCA)
- SHIP - The Rehabilitation/Emergency Repair Process (FHC)
- SHIP - Helping Homeowners with COVID-19 SHIP Emergency Assistance (FHC)
- SHIP - COVID-19 Response for Housing and Homelessness in Florida (FHC)
- SHIP - COVID-19 SHIP Rent Assistance Implementation (FHC)
- SHIP - Implementing Effective Rental Assistance Programs with Federal and State Resources (FHC)
- SHIP - Deploying CARES CRF Funds through SHIP Jurisdictions
- SHIP - Lender Closing Disclosure Training (Housing Foundation)



## **Staff Training and Continuing Education Cont.**

### **Mery Sanchez, Senior Program Specialist**

- CDBG - Exploring IDIS (FHC sponsored)
- CDBG - Introduction to IDIS for CDBG Grantees (HUD)
- CDBG - Environmental Review Procedures (Civitas on-site training)
- CDBG - Setting up a Substantial Amendment for CARES Act Funding (HUD)
- CDBG - Lead Based Paint Visual Assessment Training (HUD enrolled)
- SHIP - SHIP Program Administration (FHC Riviera Beach)
- SHIP - Administration/Annual Reporting (FHC on-site training)
- SHIP - COVID-19 Tracking SHIP Funds
- SHIP - Taking Your Government Function Online (Sadowski)
- SHIP - Income Certification Training (FHC-DCA)
- SHIP - The Rehabilitation/Emergency Repair Process (FHC)
- SHIP - Helping Homeowners with COVID-19 SHIP Emergency Assistance (FHC)
- SHIP - COVID-19 Response for Housing and Homelessness in Florida (FHC)
- SHIP - Assisting Homeless and Special Need Populations Through COVID-19 (FHC)
- SHIP - COVID-19 SHIP Rent Assistance Implementation (FHC)
- SHIP - Implementing Effective Rental Assistance Programs with Federal and State Resources (FHC)
- SHIP - Mortgage Assistance Implementation (FHC)
- SHIP - Eviction Protections During COVID-19 Crisis (FHC)
- SHIP - COVID-19 Virtual SHIP (FHC)
- SHIP - Building a Coordinated Plan to Deploy Federal/State Rental Assistance (FHC)
- SHIP - Deploying CARES CRF Funds through SHIP Jurisdictions (FHC)

### **Nercida Casado, Program Specialist**

- CDBG - Exploring IDIS (FHC sponsored)
- CDBG - Introduction to IDIS for CDBG Grantees (HUD)
- CDBG - Environmental Review Procedures (Civitas on-site training)
- CDBG - Setting up a Substantial Amendment for CARES Act Funding (HUD)
- SHIP - SHIP Program Administration (FHC Riviera Beach)
- SHIP - Administration/Annual Reporting (FHC on-site training)
- SHIP - COVID-19 Tracking SHIP Funds
- SHIP - Taking Your Government Function Online (Sadowski)
- SHIP - Income Certification Training (FHC-DCA)
- SHIP - The Rehabilitation/Emergency Repair Process (FHC)
- SHIP - Helping Homeowners with COVID-19 SHIP Emergency Assistance (FHC)
- SHIP - COVID-19 Response for Housing and Homelessness in Florida (FHC)
- SHIP - Assisting Homeless and Special Need Populations Through COVID-19 (FHC)
- SHIP - COVID-19 SHIP Rent Assistance Implementation (FHC)
- SHIP - Implementing Effective Rental Assistance Programs with Federal and State Resources (FHC)
- SHIP - Mortgage Assistance Implementation (FHC)
- SHIP - Eviction Protections During COVID-19 Crisis (FHC)
- SHIP - COVID-19 Virtual SHIP (FHC)
- SHIP - Building a Coordinated Plan to Deploy Federal/State Rental Assistance (FHC)
- SHIP - Deploying CARES CRF Funds through SHIP Jurisdictions (FHC)



**TAB 3  
SIMILAR ENGAGEMENTS  
WITH OTHER GOVERNMENT  
ENTITIES**

## **Example Projects**

### **City of Pembroke Pines**

In 1993 CRA assisted the City of Pembroke Pines in opting out of the Broward County Urban County program. In 1994 we prepared the City's first Consolidated Plan as well as its first Local Housing Assistance Plan. We have been providing administration, management and implementation services ever since and now also implement the City's HOME program, NSP 1 program (100% of the funds obligated), Florida Housing Opportunity Program (FHOP), CDBG-R and both DRI 1 and DRI 2. CRA manages, administers, and/or provides direct services to the City's residential rehabilitation program, purchase assistance program, rental assistance program, foreclosure prevention program, commercial rehabilitation/special economic development projects, public service/senior transportation program, public facilities projects (Children's Harbor), barrier free program, and the Holly Lake Unit-for-Unit replacement program. Recently CRA developed the City's first CDBG Micro-enterprise grant program, as well as the SHIP Emergency Rental Assistance program.

We are responsible for all day-to-day activities, monitoring, reporting, administration, planning and fiscal management required to maintain the success of the City's programs. The total of grant funds administered on the City's behalf exceeds \$30,000,000.

### **City of Miramar**

CRA carried out the Local Housing Assistance Plan process and wrote the City's first Local Housing Assistance Plan in 1998. CRA has been administering the SHIP program for the City of Miramar ever since. CRA has also administered the City's CDBG program since 2000 and completed the planning process for the 2005-2009 Consolidated Plan and 2007-2010 Local Housing Assistance Plan. CRA is also the City's HOME, NSP 1 program (100% of the funds obligated) and Florida Housing Opportunity Program (FHOP) administrator as well. Sample projects that CRA manages, administer and/or provides direct service to include the City's residential rehabilitation program, purchase assistance program, rental assistance program, foreclosure prevention program, commercial rehabilitation/special economic development and micro-enterprise program, public service/senior transportation program, community outreach program, park improvement project, and land acquisition. CRA recently established the City's SHIP Emergency Rental Assistance program.

CRA undertakes all day-to-day activities, monitoring, reporting, administration, planning and fiscal management. The total grant funds administered on the City's behalf exceeds \$27,000,000.

### **City of Plantation**

CRA wrote the City's first Local Housing Assistance Plan. We administered, managed and implemented the City's residential rehabilitation, purchase assistance and foreclosure prevention programs and as well as, at the time, a newly developed rental assistance program from 1998 - 2017. The total grant funds administered on the City's behalf approached \$8,000,000.

## **Example Projects**

### **City of Coconut Creek**

We transitioned the City of Coconut Creek in 2008 to federal entitlement community status making it eligible for CDBG funds. CRA prepared the City's first Consolidated Plan and Local Housing Assistance Plan. CRA currently administers a purchase assistance program for the City funded by CDBG, SHIP, FHOP, and the City's own Work Force Housing Linkage Fee (local resources). Our team developed implementation procedures and policies for these purchase assistance programs and continues to provide direct services to all three purchase assistance programs. Prior to the City becoming an entitlement, CRA administered the City's purchase assistance program while it was a member of the Urban County CDBG program (2006). We administered the City's residential rehabilitation program and provided overall Federal and State grant program management from 2008 - 2019.. The total grant funds over the life of the engagement will exceed \$3,000,000.

### **City of Coral Springs**

When the Dept. of Housing and Urban Development announced the availability of the first round of Neighborhood Stabilization Program funding in the fall of 2008, CRA was retained by Coral Springs to prepare its NSP application and provide contractual services for the implementation of the program. As a result of that effort, the City expenditure of its allocation of \$3,378,142 was authorized. 42 properties closed and were transitioned to residential rehabilitation. lose. 100% of the funds were obligated for the program. CRA also implemented a residential rehabilitation and hardening program under CDBG/DRI 1.

**Supplier Response Form****REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: City of Miramar FL

Address: 2200 Civic Center Place

City/State/Zip: Miramar FL 33025

Contact Name: Eric Silva

Title: Community Development Director

E-Mail Address: ebsilva@miramarfl.gov

Telephone: 954-602-3264

Fax:

**Project Information:**

Name of Contractor Performing the work: Community Redevelopment Assoc.

City of Miramar

Name and location of the project:

Nature of the firm's responsibility on the project:

CDBG, SHIP and NSP as well as direct delivery services to the HOME program.

Project duration: 1998 - present

Completion (Anticipated) Date: On-going

Size of project: Multi-millions

Cost of project: N/A

CDBG, SHIP and NSP as well as direct delivery services to the HOME program.

Work for which staff was responsible:

Contract Type: Multi-year

The results/deliverables of the project: Routinely meets HUD timeliness

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work: 

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: 

Work for which staff was responsible:

Contract Type: The results/deliverables of the project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

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**By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.**

---

Username **bossca1@earthlink.net**

Password

\*

[Save](#) [Take Exception](#) [Close](#)

\* Required fields



**TAB 4  
OTHER COMPLETED  
DOCUMENTS AND FORMS**

## Supplier Response Form

### CONTACT INFORMATION FORM

IN ACCORDANCE WITH **PL-20-01** titled “**Grant Administration for Community Redevelopment Projects**” attached hereto as a part hereof, the undersigned submits the following:

#### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### **COMPANY INFORMATION:**

COMPANY: Community Redevelopment Associates

STREET ADDRESS: 8569 Pines Blvd Ste. 201

CITY, STATE & ZIP CODE: Pembroke Pines FL 33024

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: Martin Larsen

TITLE: President/CEO

E-MAIL: bossca1@earthlink.net

TELEPHONE: 954-609-2677

FAX: 954-431-6882

#### **AUTHORIZED APPROVER:**

NAME: Martin Larsen

TITLE: President

E-MAIL: bossca1@earthlink.net

TELEPHONE: 954-609-2677

FAX: 954-431-6882

SIGNATURE: Martin Larsen

**B) Proposal Checklist**

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	
Table of Contents	Yes <input checked="" type="checkbox"/>
Letter of Interest	Yes <input checked="" type="checkbox"/>
1.5.1 Proposal Requirements	
Tab 1 - Firm Qualifications and Experience	Yes <input checked="" type="checkbox"/>
Tab 2 - Partner, Supervisory and Staff Qualifications and Experience	Yes <input checked="" type="checkbox"/>
Tab 3 - Similar Engagements with Other Government Entities Work	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>
Tab 4 – Other Completed Documents	Yes <input checked="" type="checkbox"/>
Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Qualifications Statement	Yes <input checked="" type="checkbox"/>
1.5.2 Additional Information	Yes <input checked="" type="checkbox"/>

Did you make sure to update the following documents found under the 1.6 “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

1.6.1 Vendor Information Form	Yes <input checked="" type="checkbox"/>
1.6.2 Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
1.6.3 Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
1.6.4 Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
1.6.5 Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
1.6.6 Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
1.6.7 Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
1.6.8 Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>
1.6.9 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes <input checked="" type="checkbox"/>
1.6.10 E-Verify System Certification Statement	Yes <input checked="" type="checkbox"/>
1.6.11 Minority-Owned Business Enterprise	Yes <input checked="" type="checkbox"/>
1.6.12 Woman-Owned Business Enterprise	Yes <input checked="" type="checkbox"/>
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes <input checked="" type="checkbox"/>

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

**By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.**

Username **bossca1@earthlink.net**

Password  \*

## Supplier Response Form



City of Pembroke Pines

Attachment B

### NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

1) Click Take Exception.

- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

---

**By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.**

---

Username **bossca1@earthlink.net**

Password  \*

[Save](#) [Take Exception](#) [Close](#)

\* **Required fields**

**Supplier Response Form***City of Pembroke Pines***Attachment C****PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Community Redevelopment Associates of Florida Inc  
8569 Pines Blvd. Ste. 201  
Pembroke Pines FL 33024

PROPOSER'S License Number: **L66074**

**(Please attach certificate of status, competency, and/or state registration.)**

Number of years your organization has been in business **30**

State the number of years your firm has been in business under your present business name **30**

State the number of years your firm has been in business in the work specific to this solicitation: **30**

Names and titles of all officers, partners or individuals doing business under trade name:

Martin Larsen, President/CEO  
Virginia Bermudez, Asst. Secretary/Asst. Treasure  
Denise Creary, Asst. Secretary/Asst. Treasure  
Mery Sanchez, Asst. Secretary/Treasure

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

NONE

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Graham vs. Masterson - Contractor Homeowner Dispute 13-9819 CACE 05 Community Redevelopment dismissed from case.

Ares Construction vs. Suazo - Contractor Homeowner Dispute CACE 09-010973 (18) Contractor and Homeowner reached a

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

NONE

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

YES

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

NO

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

City of Miramar FL, - Administrator

City of Pembroke Pines FL - Administrator

City of Coconut Creek FL - Administrator

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Community Redevelopment Associat  
(Company Name)

(Printed Name/Signature)

**Please enter your password below and click Save to update your response.**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.** (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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**By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.**

Username **boss-cat1@earthlink.net**

Password  \*

\* Required fields

# *State of Florida*

## *Department of State*

I certify from the records of this office that COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on April 18, 1990.

The document number of this corporation is L66074.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 17, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of March,  
2020*

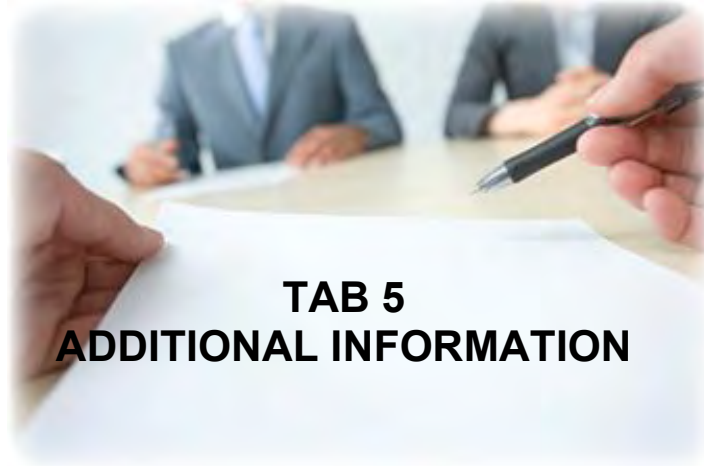


*Randy Be*  
**Secretary of State**

Tracking Number: 6620825071CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gateway-Acentria Insurance 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 954-735-5500 <b>FAX (A/C, No):</b> 954-735-2852 <b>E-MAIL ADDRESS:</b> certificates@gatewayins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RetailFirst Insurance Company	
		<b>INSURER B:</b> Nationwide Insurance Company of America	
		<b>INSURER C:</b> ALLIED Property and Casualty Insurance Company	
		<b>INSURER D:</b> Travelers Casualty and Surety Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2128890116

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACPBPOZ3066737555	7/2/2020	7/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBPOZ3066737555	7/2/2020	7/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ACPCAP3016737555	7/2/2020	7/2/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	052019069	1/1/2020	1/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Prof Liability			10625093	2/25/2020	2/25/2021	Prof Liability 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured with respects to General Liability only.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines FL 33025  
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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38 of 62

8/10/2020

BidSync

p. 42



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**

THE CORPORATION HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**COMMUNITY REDEVELOPMENT ASSOCIATES OF FLA INC**

8569 PINES BLVD STE 201  
PEMBROKE PINES FL 33024

**LICENSE NUMBER: CQ1008302**

**EXPIRATION DATE: MARCH 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



## PEMBROKE PINES CITY COMMISSION

**Frank C. Ortis**  
MAYOR  
954-450-1020  
fortis@ppines.com

**Iris A. Siple**  
VICE MAYOR  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

**Jay D. Schwartz**  
COMMISSIONER  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

**Thomas Good, Jr.**  
COMMISSIONER  
DISTRICT 1  
954-450-1030  
tgood@ppines.com

**Larissa Chanzas**  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
lchanzas@ppines.com

**Charles F. Dodge**  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

# NOTICE

Due to the COVID-19 Coronavirus health alert, bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, due to COVID-19, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person, as the City will not be opening up the physical location for public access.

**City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic, however the public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

## Question and Answers for Bid #PL-20-01 - Grant Administration for Community Redevelopment Projects

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 14, 2020 8:30:00 PM EDT

## **PRICING**

1. CDBG Administration/Implementation - 14% of each program year allocation.
2. SHIP Administration/Implementation - 10% of each program year's allocation.
3. HOME direct delivery services - \$2500.00 per unit charged 50% at notice to proceed, 50% at final inspection.

NOTE: *CRA performs all administrative and all implementation/direct delivery services for the one stated fee.*

3:37 PM

07/27/20

Accrual Basis

	<b>Jan '15 - Dec 19</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
700.00/CONSOLIDATED INCOME	2,971,861.07
702.00/Interest	179.96
703.00/Reimbursed Expenses	13,340.80
704.00/Customer Finance Charges	0.00
<b>Total Income</b>	<b>2,985,381.83</b>
<b>Gross Profit</b>	<b>2,985,381.83</b>
<b>Expense</b>	
800.00/GENERAL & ADM. EXPENSES	163,943.64
814.00/Depreciation Expense	4,070.40
815.00/BANK CHARGES/OTHER FEES	1,811.34
818.00/FURNITURE/EQUIPMENT	26,352.97
820.00/INSURANCE	55,165.91
822.00/INTEREST EXPENSE	36,460.65
824.00/LICENSES AND PERMITS	2,967.53
828.00/OFFICE OPERATIONS	99,628.61
830.00/TOTAL PAYROLL EXPENSES	1,820,694.65
838.00/PROFESSIONAL FEES	46,361.09
842.00/RENT	461,984.03
844.00/REPAIRS	200.00
845.00/MAINTENANCE	81,221.42
847.00/TAXES	9,998.04
848.00/TELEPHONE/COMMUNICATIONS	100,310.59
850.00 /TRAVEL	47,646.06
870.00/MEETINGS-RECEPTIONS	20,189.35
4000 · Reconciliation Discrepancies	80.00
<b>Total Expense</b>	<b>2,979,086.28</b>
<b>Net Ordinary Income</b>	<b>6,295.55</b>
<b>Net Income</b>	<b>6,295.55</b>

Community Redevelopment is a cash basis taxpayer and therefore operates as close to break-even as possible. We limit disclosure of some information to protect its proprietary nature.





**CODE OF ETHICS  
AND  
CONFLICT OF INTEREST  
POLICY  
FY 2020**

## Table of Contents

	Page
Introduction and Applicability .....	1
Policies Governing Ethical Conduct .....	1
Abuse of Position and Conflicts of Interest .....	2
A. Areas in Which Conflicts May Arise .....	2
B. Nature of Conflicting Interest .....	3
C. Conflict of Interest Disclosure Procedures .....	4
1. Annual Statements .....	4
2. Continuing Disclosure .....	5
3. Procedures for Addressing the Conflict of Interest .....	5
4. Violations of the Conflicts of Interest Policy .....	5
Definitions .....	6
1. Financial Interest .....	6
2. CRA's Corporate General Counsel .....	7
Conflict of Interest Disclosure Statement (Exhibit A) .....	8
Whistleblower Protection Policy (Exhibit B) .....	11
Frequently Asked Questions .....	12
Addendum	
Employee Conduct Policy 2019	

## CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

### Introduction and Applicability

The Code of Ethics and Conflict of Interest Policy (the “Code”) of Community Redevelopment Associates of Florida, Inc. and its affiliated entities (collectively, “CRA”) establishes the ethical standards for CRA in the conduct of its business. The purposes of the Code are to provide evidence of CRA’s commitment to the lawful and ethical conduct of its business and to promote lawful and ethical behavior by its employees.

Conflicts of interest may arise in the normal course of conducting CRA’s business. The Code is not designed to prohibit conflicts of interest but to protect CRA’s interest when it is contemplating entering into a transaction or arrangement. The Code is intended to supplement but not replace any applicable state or federal laws governing ethical conduct or conflicts of interest.

The Code applies to all employees at any CRA affiliated entity and those who have any fiduciary obligations in discharging their duties on behalf of CRA. It is every employee’s responsibility to discharge his or her duties in a manner that promotes and preserves public trust, proper stewardship, and confidence in the integrity of CRA. Employees must respect and comply with CRA rules and regulations, observe high standards of conduct, and participate in establishing and maintaining such high standards. **Adverse consequences, including employee termination can result from failure to comply with the Code.**

It is the duty of all employees to review and assess their conduct in light of the provisions of the Code. Each employee shall seek, either in writing or in person, the advice of his or her supervisor when a reasonable doubt regarding an ethical or legal consideration arises.

The Conflict of Interest Disclosure Statement (EXHIBIT A) must be completed annually by all employees.

### I. Policies Governing Ethical Conduct

- A. CRA employees will perform their duties properly, diligently, and in an appropriately courteous manner.
- B. Consistent with the provisions of any applicable document retention policy, no employee shall falsify, destroy, mutilate, conceal, or fail to make required entries on any record within the employee’s control, including the destruction of documents that are the subject to public records laws.
- C. Employees with reporting responsibilities shall provide full, fair, accurate, timely, and understandable disclosure in all reports.
- D. Employees shall act honestly and ethically.

- E. No employee shall discriminate on the basis of race, color, religious creed, gender, national origin, age, physical ability, sexual orientation, marital status, or veteran status in the conduct of services for CRA.
- F. Employees who are members of other professional groups are bound by the appropriate professional duties and code of conduct of those roles.
- G. Employees shall comply with all state, federal and local laws, statutes and ordinances.
- H. Employees shall comply with all policies on confidentiality and privacy of information. Employees shall not use confidential or proprietary information for personal financial gain.

## **II. Duty of Loyalty to CRA – Avoiding Abuses of Position and Conflicts of Interest**

CRA is a for-profit organization. CRA is subject to scrutiny by, and is held accountable to, governmental and regulatory authorities as well as the public.

Consequently, there exists between CRA and its employees a fiduciary duty which carries with it a duty of loyalty. Employees have the responsibility of administering the affairs of CRA honestly and prudently and of exercising their best care, skill, and judgment for the sole benefit of CRA. Moreover, because of the nature of CRA's business, every employee has an affirmative duty to act as a steward of the funds entrusted to CRA by its clients.

Employees shall use the resources, property, and funds under the employee's control judiciously and in the best interest of CRA. Employees shall exercise good faith in all transactions, and they shall not use their positions with CRA or knowledge gained therein for their personal benefit or for the benefit of any other person or organization. The interests of CRA must be the first priority in all decisions and actions.

No employee shall accept, solicit, or agree to accept any gift, favor, complimentary service, or other thing of value under circumstances from which it might be reasonably inferred that such gift, service, or other thing of value was given or offered for the purpose of influencing the employee in the discharge of his or her duties. Vendor selections and purchasing decisions must always be business decisions based on merit: by comparing and evaluating price, quality, performance, and suitability. Decisions must not be influenced by any other factor, such as personal relationships, gifts or hospitality.

**A. Areas in Which Conflicts May Arise:** A conflict of interest may arise in the relations of employees with any of the following third parties, at a minimum:

- Persons and firms supplying or *potentially* supplying goods and services to CRA (vendors and professionals), including, but not limited to:
  - Construction services.
  - Professional services, including accounting and legal services.
  - Contracts with individuals, including consultants and part time employees.

### A. Areas in Which Conflicts May Arise Continued:

- Contracts with *companies* providing non-professional services, such as marketing, research services, information technology, consulting or other services, etc.
  - Persons and firms from whom CRA purchases or leases property and equipment.
  - Persons and firms with whom CRA is dealing or planning to deal in connection with the purchase or sale of real estate, securities, or other property.
- Persons or parties with a direct, material, financial interest in the outcome of CRA programs, policies or positions.
- Customers of CRA services.
- Agencies, nonprofits, and associations that affect the operations of CRA.
- Entities from whom CRA receives grants or for whom CRA administers grants.

**B. Nature of Conflicting Interest:** A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms listed in Section A. Such an interest might arise through:

- An association with any entity that deals with CRA of which an employee or an immediate family member is a partner or a controlling shareholder, executive officer, or has any other position with another entity that would reasonably cause the appearance of a conflict of interest. Any question regarding independence should be reviewed by Corporate General Counsel.
- Receiving compensation for services with respect to individual transactions involving CRA.
- Using CRA time, personnel, equipment, supplies, or goodwill for any purpose other than CRA-approved activities, programs, or purposes.
- Receiving allowances from CRA (other than incidental amounts incurred while traveling with any excess promptly repaid in full) if you are an employee of CRA.
- Receiving any gift, courtesy or loan from third parties dealing or competing with CRA, or seeking to deal with CRA, except for gifts with a value of less than fifteen dollars (\$15) that could not be refused without discourtesy and which will not give rise to the perception that the employee's independent judgment might be compromised. **Nominal gifts such as pens; caps; paperweights; t-shirts; coffee mugs; soft drinks; flowers; chocolates or other small tokens may be accepted.** No personal gift of cash or a cash equivalent (i.e. gift cards, gift checks, vouchers, phone cards, checks or money orders, etc.); special discount; tickets for entertainment where the host will not be present; gifts that would embarrass CRA; or situations where CRA's commitment to diversity and respect for others could be violated or could cause unease, such as adult entertainment, shall ever be accepted from a vendor. Employees shall never request gifts or hospitality of any sort. Employees shall avoid a pattern of accepting frequent courtesies from the same person or company.

### C. Conflict of Interest Disclosure Procedures:

The areas of conflicting interest listed in Section A, and the relationships in those areas that may give rise to conflicts, as listed in Sections B, are not exhaustive. Conflicts may arise in other areas or through other relationships. The Code does not prohibit conflict of interest transactions but instead provides a framework for conflict avoidance and management. However, if an employee believes that he or she is in a possible conflict situation, he or she should assume that a conflict does exist and act accordingly.

The fact that one of the interests described in Section A or B exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances, it is necessarily adverse to the interests of CRA. However, it is the policy of CRA that the existence of any of the interests described in Section B must be disclosed before any transaction is consummated. Moreover, all disclosed conflicts shall be addressed in accordance with the procedures set forth below.

It shall be the continuing responsibility of employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make any necessary disclosures. In deciding whether a transaction might constitute a conflict of interest, an employee should ask these questions:

- Is the transaction included as a scenario in the Frequently Asked Questions attached to the Code?
- Would the transaction be prudent, be in good faith, and be in the best interests of CRA?
- Would the transaction affect any decision I will make for CRA?
- How would the transaction look to someone outside of CRA, such as a donor, a public watchdog group, the state attorney general, the news media or a Congressional Committee?
- How would the transaction seem to others within CRA? Would they think it might affect how I do my job for CRA?

#### 1. Annual Statements

Each employee shall annually sign a Conflict of Interest Disclosure Statement, which describes any existing or potential conflict of interest and affirms that such person:

- a. Has received a copy of the Code;
- b. Has read and understands the Code; and
- c. Has agreed to comply with the Code.

Conflict of Interest Disclosures shall be filed on or before January 31st of each year.

## 2. Continuing Disclosure

In connection with any actual or potential conflict of interest, an employee must disclose the existence of the Financial Interest as defined in Part V on a Conflict of Interest Disclosure Statement.

The receipt of an offer of any gift(s) exceeding the value of \$15 must be reported immediately to your supervisor. In each instance, a Conflict of Interest Disclosure Statement should be filed with CRA's Corporate General Counsel or CEO. One or both will review the circumstances to determine if a potential conflict of interest exists and communicate its decision to the supervisor. No gift in excess of the value of \$15 may be accepted.

## 3. Procedures for Addressing the Conflict of Interest

In general, once a conflict of interest transaction is identified, the employee with the conflict shall not attempt to influence other decision makers regarding the matter, and shall not participate in any discussion of the transaction except to respond to information requests. In addition, if the employee is in a position to vote on, or otherwise participate in the decision with respect to, the conflict of interest transaction, he or she shall abstain from any such vote or participation. It shall be the responsibility of the decision-making authority or body to properly record in the minutes of any discussion regarding a conflict of interest transaction the name of the person who discloses the conflict of interest, the nature of the conflict of interest, and documentation of the comparability data (i.e. industry surveys, compensation studies, competitive bids, etc.), if any, used in determining whether CRA should enter into the transaction.

## D. Violations of the Conflicts of Interest Policy

If CRA's Corporate General Counsel or CEO has reasonable cause to believe an employee has failed to disclose actual or possible conflicts of interest, it shall inform the employee of the basis for such belief and afford the employee an opportunity to explain the alleged failure to disclose.

If, after reviewing the employee's response and after making further investigation as warranted by the circumstances, it is determined the employee has failed to disclose an actual or possible conflict of interest, CRA shall initiate appropriate disciplinary and corrective action.

## III. Confidential Information

Employees shall not violate CRA privacy and confidentiality policies. In addition, employees shall not use confidential or proprietary information for personal financial gain. Nor shall they disclose confidential or proprietary information to any and all outside parties for any reason. This duty shall survive the employee's term of employment.

#### IV. Reporting Conflicts and Violations - Duties, Protections and Corrective Actions

A. Each employee shall immediately report conflicts and violations of the Code, criminal law, or the attempt to induce another to violate these standards or violate criminal law, in accordance with established policies. A failure to report a violation is itself a violation of the Code. If anonymity is requested, CRA will not disclose the identity of the reporting individual except as needed to properly investigate the allegation, or unless legally required to do so.

CRA's Whistleblower Protection Policy (attached hereto as EXHIBIT B and incorporated herein by reference) establishes the protections against retaliatory actions for any reports of Code violations.

B. An employee found to be in violation of the Code shall be subject to corrective actions taken by the appropriate level manager. Such action may include further training and instruction regarding the provisions of the Code, necessary steps to remediate any harm to CRA, fellow employees, or others, and disciplinary actions up to and including termination. Each violation will be assessed on an individual case by case basis and the corrective action tailored to the specifics of that violation. When deciding what action is necessary, consideration will be given to the flagrancy of the violation, the harm caused, whether the violation was intentional or unintentional, whether the employee voluntarily disclosed the violation, prior misconduct, the likelihood of future misconduct, the general circumstances surrounding the violation, and other considerations as appropriate.

C. When an employee completes the annual conflict of interest disclosure statement, the employee must disclose all of the items on the questionnaire for the past calendar year. Any intentional failure to disclose required information or the provision of information that is inaccurate or false in nature is a violation of the Code. In addition, there is a continuing duty to disclose any conflict of interest that arises during the course of the year.

#### V. Definitions

1. **Financial Interest:**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which CRA has a transaction or arrangement;
- b. A compensation arrangement with CRA or with any entity or individual with which CRA has a transaction or arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CRA is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not nominal in value. Compensation does not include the reimbursement of reasonable expenses incurred in connection with the performance of CRA duties.

**1. Financial Interest Continued:**

A Financial Interest is not necessarily a conflict of interest. A person who has a Financial Interest may have a conflict of interest if the appropriate reviewing body determines that a conflict of interest exists.

**2. CRA's Corporate General Counsel:**

Alan Baseman Esq.  
Comiter, Singer, Baseman & Braun  
3801 PGA Blvd., Suite 604  
Palm Beach Gardens, Fl 33410  
(561) 626-2101

**Any Employee who feels he or she cannot report to an immediate supervisor or Corporate Officer may report any suspected violation of the Code of Ethics and Conflict of Interest Policy directly to CRA's Corporate General Counsel.**

ORIGINAL

**EXHIBIT A - 2020**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
**(FILED ANNUALLY AND WHEN A CONFLICT OF INTEREST ARISES)**

In order to be comprehensive, this statement of disclosure/questionnaire requires you to provide information with respect to certain parties that are related to you. These persons are termed “affiliated persons” and include the following:

- a. your spouse, domestic partner, parents, grandparents, siblings, children, grandchildren, great grandchildren, and spouses of parents, grandparents, siblings, children, grandchildren and great grandchildren or anyone residing with you.
- b. any entity that deals with CRA of which:
  - you are a partner or a controlling shareholder or executive officer; or
  - you have any other position, financial or otherwise, that would cause the appearance of a conflict of interest. Any question regarding a conflict of interest should be reviewed by Corporate General Counsel.

1. YOUR NAME (Please print)

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2. YOUR CRA POSITION:

☐ Board of Directors

☐ Officer

☐ Supervisor

☐ Employee (position): 

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3. Have you or any of your affiliated persons been employed by or provided services or property to CRA in the past year other than in your capacity shown in question two (2) above?

☐ YES ☐ NO

If yes, please describe the nature and value of the services or property, and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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4. Have you or any of your affiliated persons purchased services or property from CRA in the past year?

☐ YES ☐ NO

If yes, please describe the purchased services or property and the value and, if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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5. Have you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) or other business relationship in the past year to which CRA, it's affiliates, was, is or are a party?

\_\_\_\_ YES \_\_\_\_ NO

If yes, describe the transaction(s) or relationship and value, and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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6. Are you or any of your affiliated persons a party to, or have an interest in, any pending legal proceedings involving CRA?

\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the proceeding(s) and magnitude of potential claims or settlements if any, and, if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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7. Are you aware of any other events, transactions, arrangements, or other situations that have occurred or may occur in the future that you believe should be examined by CRA in accordance with the terms and intent of CRA's Code of Ethics and Conflict of Interest Policy?

\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the situation(s), and, if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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8. Have you received any gift or loan from a third party dealing or competing with CRA, or seeking to deal with CRA, that exceeded the value of fifteen dollars (\$15) and that was not returned to the giver?

\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the situation(s), and all of the facts and circumstances and amounts involved.

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I hereby confirm that I have read and understand CRA's Code of Ethics and Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with the Code of Ethics and Conflict of Interest Policy, I will immediately notify Corporate General Counsel (or CEO).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ORIGINAL

## EXHIBIT B

### **Whistleblower Protection Policy: Reporting Suspected Violations of Law or Misconduct**

Community Redevelopment Associates of Florida, Inc. and its affiliated entities (“CRA”) are committed to maintaining a workplace where employees are free to raise good faith concerns regarding CRA's business practices, specifically: **(1)** reporting suspected violations of law on the part of CRA, including but not limited to federal laws and regulations; **(2)** providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and **(3)** identifying potential violations of CRA's Code of Ethics.

CRA policy forbids any retaliatory action, including harassment, intimidation, or adverse employment actions of any kind, to be taken against an individual who, in good faith, reports a suspected violation of law or the Code of Ethics, or who in good faith complains about, or raises a claim or concern about, any type of harassment, retaliation or discrimination prohibited by applicable law or CRA policy. Retaliation is also prohibited against individuals who are not themselves complainants, but who participate in good faith in an investigation. Any employee who engages in any form of retaliation will be subject to discipline, up to and including employee termination or removal of volunteer from his or her position. **Individuals who believe that they or someone they know are being, or have been, retaliated against should immediately report this to his or her appropriate supervisor, CRAs Corporate General Counsel or CEO.**

## Frequently Asked Questions Regarding Potential Ethical Dilemmas

The purpose of this section is to provide employees with a non-exhaustive list of potential ethical dilemmas that may arise and how the Code of Ethics and Conflicts of Interest Policy would serve to guide their actions and behavior. If any employee is ever unsure as to what is appropriate legal or ethical behavior, the employee should consult with his or her supervisor. Also, Corporate General Counsel is always available to answer any questions regarding ethical considerations.

### Some Possible Scenarios

#### Duty to Report

**Question** – I work for CRA and one of the reasons I chose to work here is that it feels good to be a part of an organization that does something important and positive. The other day I saw one of my colleagues doing something that I am pretty sure is a violation of the Code of Ethics. I do not want to get anyone in trouble. What should I do?

**Answer** – No one likes the feeling of reporting the wrong conduct of another. At the same time, the work environment that we all enjoy is a result of respectful behavior. When it seems clear that another employee is doing something unethical, then each of us has an obligation to report that behavior to an **appropriate supervisor, CEO and/or to CRA's Corporate General Counsel.**

#### Gifts and Hospitality

**Question** – I work with our vendors as part of my job and from time to time they will offer to take me out to lunch or some other social outing. Is it permissible for me to accept these gifts?

**Answer** – The Code of Ethics and Conflicts of Interest Policy has specific provisions about accepting gifts. As a general rule, we should decline even small gifts where it is not going to be perceived as impolite or cause us to harm a vendor relationship. It is easy to use this Code as an excuse why you are unable to accept a vendor's generosity. Under no circumstances should you accept a gift worth more than \$15. You are under no obligation to accept any gift.

**Question** – A vendor asks me to accompany him to a baseball game at which we plan to discuss business. May I go?

**Answer** – Yes, as long as the ticket has a face value of less than \$15 and the outings are infrequent (one per year).

**Question** – Occasionally, a vendor will call and offer to give me tickets to a sports event or a concert. The face value of the tickets is less than \$15. May I accept this gift?

**Answer** – No. The gift does not serve a CRA business purpose.

**Question** – May I purchase sporting or concert tickets from a vendor?

**Answer** – Yes, as long as the event is not “Sold Out”. Under those circumstances you would be accepting a gift of an opportunity to buy tickets that are not generally available for purchase and that is inappropriate.

**Question** –Is our department allowed to keep flowers, chocolates, or other small treats sent from a vendor?

**Answer** – Generally it is appropriate to accept such occasional, infrequent, nominal gifts, but they should be shared with your co-workers.

**Question** – I have been invited by a vendor to go to a conference in another city about new issues facing technology departments. The vendor is offering to pay for my plane, hotel, meals, and to take me golfing once or twice while we are there for the weekend. My department was debating about whether to send me to the conference at CRA’s expense before this offer was extended. Should I accept this gift from the vendor?

**Answer** – **This type of gift offer should be brought to the attention of both your supervisor and CRA’s Corporate General Counsel.** Even if this is a conference that CRA was considering asking you to attend, it is always inappropriate to accept the gift from the vendor. If you are involved in the review of purchases and potential purchases from this vendor, the offer to buy your meals and pay for your golfing (or other activities) are too close to creating a real conflict issue and should not be accepted.

### **Confidentiality and Privacy**

**Question** - I was part of a team that selected a vendor for a particularly large project for us. I would like to buy shares of the vendor’s stock now because I think once it becomes public that the vendor is doing such a large project for us, the shares of the vendor’s stock will increase significantly. Is it permissible for me to make this trade?

**Answer** – No, it is not permissible for you to buy or sell shares of publicly traded stock based on confidential information. In fact, you may be subjecting yourself to prosecution by the Securities and Exchange Commission if you do so.

### **Doing Business With Relatives**

**Question** – CRA administers a purchase assistance program. My spouse is a real estate agent. Can I recommend my spouse to program applicants to help them purchase a house?

**Answer** – No. This is a situation where there is clearly the appearance of impropriety since your spouse (and indirectly you) would benefit monetarily from the purchase of the property.

**Question** – My brother owns a construction materials company. I was asked by a contractor if I could get them a good price on materials. The contractor purchased from my brother's company. Do I need to disclose the relationship?

**Answer** – Yes. If any of your affiliated persons provide services or property to a program administered by CRA the transaction must be disclosed. If a transaction has occurred since the last Conflict of Interest Disclosure Statement, you should submit an updated Conflict of Interest Disclosure Statement to CRA.

ORIGINAL



## Section 1 – Employee Conduct

An employee shall be subject to disciplinary action ranging from a formal verbal warning up to and including, discharge for the following:

- A. Neglect of duty.
- B. Insubordination or refusal to comply with the Employer or Supervisor's instructions, unless such instructions are injurious to the employee's safety and health or would result in an illegal act.
- C. Immoral or indecent conduct.
- D. Violation of any local, State, or Federal law.
- E. Falsification of personnel records, payroll reports or other records.
- F. Theft, destruction, or defacing of CRA, employee or client property.
- G. Conduct endangering the safety of self or other employees, including the provocation or instigation of violence.
- H. Abusive, threatening or coercive treatment of another employee, member of the public or client.
- I. Admitting an unauthorized person or persons into any locked or restricted area.
- J. ***Violations of the corporate Code of Ethics/Conflict of Interest Policy to which this document is hereby incorporated.***
- K. Excessive absenteeism.
- L. Excessive tardiness.
- M. Inattentiveness to work, including but not limited to, failure to start work at the designated time, quitting work before proper time, or leaving assigned work area, building, or project during working hours without authorization from appropriate supervisor.
- N. Posting unauthorized materials on walls or bulletin boards, or defacing and/or removing authorized material from bulletin boards.
- O. Smoking in prohibited areas.
- P. Failure to report for work without giving notice of absence within two hours after the beginning of the scheduled workday. Any employee who is absent without permission and fails to report his or her absence for three consecutive work days shall be deemed to have abandoned his or her job.

## Section 2 – Disciplinary Procedure

An employee shall be subject to disciplinary action up to and including discharge according to the following procedure for a singular conduct violation:

- A. **Verbal warning.** Verbal statement to employee that he/she has violated a rule and/or regulation and that such violation may not continue.
- B. **Written reprimand.** Formal notification in writing to employee that he/she has violated a rule and/or regulation.
- C. **Discharge.** The employer/employee relationship is severed.

If an employee receives three verbal warnings for different conduct violations within a period of 12 consecutive months, the employee at the time of the issuance of the third such notice, shall in addition, be subject to a written reprimand. A fourth conduct violation including violations of the corporate Code of Ethics/Conflict of Interest Policy will result in immediate discharge.

### **EMPLOYEE CONDUCT POLICY ACKNOWLEDGEMENT**

I hereby acknowledge that I have received and read this Employee Conduct Policy. I also understand that I must abide by the policy as a condition of initial and/or continued employment, and any violation may result in disciplinary action up to and including discharge.

I also understand that the Employee Conduct Policy and related documents are not intended to constitute a contract between the company and me.

The undersigned further states that he or she has read the forgoing acknowledgement and knows the contents thereof and signs the same of his or her own free will.

\_\_\_\_\_  
SIGNATURE Employee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
SIGNATURE CRA of FL, Inc. Authorized Manager

\_\_\_\_\_  
Date

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

**Supplier: Community Redevelopment Associates of FL Inc.**

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH **PL-20-01** titled “**Grant Administration for Community Redevelopment Projects**” attached hereto as a part hereof, the undersigned submits the following:

**A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

**COMPANY INFORMATION:**

COMPANY: **Community Redevelopment Associates of Florida Inc**

STREET ADDRESS: **8569 Pines Blvd Ste. 201**

CITY, STATE & ZIP CODE: **Pembroke Pines FL 33024**

**PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Martin Larsen** TITLE: **President/CEO**

E-MAIL: **bossca1@earthlink.net**

TELEPHONE: **954-609-2677** FAX: **954-431-6882**

**AUTHORIZED APPROVER:**

NAME: **Martin Larsen** TITLE: **President**

E-MAIL: **bossca1@earthlink.net**

TELEPHONE: **954-609-2677** FAX: **954-431-6882**

SIGNATURE: **Martin Larsen**

**B) Proposal Checklist**

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	
Table of Contents	Yes <input checked="" type="checkbox"/>
Letter of Interest	Yes <input checked="" type="checkbox"/>
1.5.1 Proposal Requirements	
Tab 1 - Firm Qualifications and Experience	Yes <input checked="" type="checkbox"/>
Tab 2 - Partner, Supervisory and Staff Qualifications and Experience	Yes <input checked="" type="checkbox"/>
Tab 3 - Similar Engagements with Other Government Entities Work	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>
Tab 4 – Other Completed Documents	Yes <input checked="" type="checkbox"/>
Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Qualifications Statement	Yes <input checked="" type="checkbox"/>
1.5.2 Additional Information	Yes <input checked="" type="checkbox"/>

Did you make sure to update the following documents found under the 1.6 “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

1.6.1 Vendor Information Form	Yes <input checked="" type="checkbox"/>
1.6.2 Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
1.6.3 Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
1.6.4 Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
1.6.5 Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
1.6.6 Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
1.6.7 Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
1.6.8 Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>
1.6.9 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes <input checked="" type="checkbox"/>
1.6.10 E-Verify System Certification Statement	Yes <input checked="" type="checkbox"/>
1.6.11 Minority-Owned Business Enterprise	Yes <input checked="" type="checkbox"/>
1.6.12 Woman-Owned Business Enterprise	Yes <input checked="" type="checkbox"/>
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes <input checked="" type="checkbox"/>

Supplier: **Community Redevelopment Associates of FL Inc.**



City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **Owner**,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Martin Larsen**

Title **President/CEO**

Name of Company **Community Redevelopment Associates of Florida  
Inc**

Supplier: **Community Redevelopment Associates of FL Inc.**



City of Pembroke Pines

Attachment C

### **PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

**Community Redevelopment Associates of Florida Inc**  
**8569 Pines Blvd. Ste. 201**  
**Pembroke Pines FL 33024**

PROPOSER'S License Number: **L66074**

**(Please attach certificate of status, competency, and/or state registration.)**

Number of years your organization has been in business **30**

State the number of years your firm has been in business under your present business name **30**

State the number of years your firm has been in business in the work specific to this solicitation: **30**

Names and titles of all officers, partners or individuals doing business under trade name:

**Martin Larsen, President/CEO**  
**Virginia Bermudez, Asst. Secretary/Asst. Treasure**  
**Denise Creary, Asst. Secretary/Asst. Treasure**  
**Mery Sanchez, Asst. Secretary/Treasure**

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

**N/A**

At what address was that business located?

**N/A**

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

**N/A**

Have you ever failed to complete work awarded to you. If so, when, where and why?

**No**

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

**Yes**

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

**No**

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

**NONE**

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

**NONE**

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

**Graham vs. Masterson - Contractor Homeowner Dispute 13-9819 CACE 05 Community Redevelopment dismissed from case.**

**Ares Construction vs. Suazo - Contractor Homeowner Dispute CACE 09-010973 (18) Contractor and Homeowner reached a settlement, no liability assigned to Community Redevelopment Associates, and no financial contribution to settlement made.**

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

**NONE**

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

**YES**

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

**NO**

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

**City of Miramar FL, - Administrator**

**City of Pembroke Pines FL - Administrator**

**City of Coconut Creek FL - Administrator**

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

**Community Redevelopment Associates of FI Inc.**  
(Company Name)

**Martin Larsen**  
(Printed Name/Signature)

**Supplier: Community Redevelopment Associates of FL Inc.**

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

#### **Reference Contact Information:**

Name of Firm, City, County or Agency: **City of Miramar FL**

Address: **2200 Civic Center Place**

City/State/Zip: **Miramar FL 33025**

Contact Name: **Eric Silva** Title: **Community Development Director**

E-Mail Address: **ebsilva@miramarfl.gov**

Telephone: **954-602-3264** Fax:

#### **Project Information:**

Name of Contractor Performing the work: **Community Redevelopment Assoc.**

Name and location of the project: **City of Miramar**

Nature of the firm's responsibility on the project: **CDBG, SHIP and NSP as well as direct delivery services to the HOME program.**

Project duration: **1998 - present** Completion (Anticipated) Date: **On-going**

Size of project: **Multi-millions** Cost of project: **N/A**

Work for which staff was responsible: **CDBG, SHIP and NSP as well as direct delivery services to the HOME program.**

Contract Type: **Multi-year**

The results/deliverables of the project: **Routinely meets HUD timeliness**

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **City of Coconut Creek FL**

Address: **4800 West Copans Rd.**

City/State/Zip: **Coconut Creek FL 33063**

Contact Name: **W. Scott Stoudenmire** Title: **Director, Sustainable Development**

E-Mail Address: **SStoudenmire@coconutcreek.net**

Telephone: **954-983-6756** Fax:

**Project Information:**

Name of Contractor Performing the work: **Community Redevelopment Assoc.**

Name and location of the project: **City of Coconut Creek**

Nature of the firm's responsibility on the project: **CDBG, SHIP and NSP as well as direct delivery services to the HOME program.**

Project duration: **2006 - 2019** Completion (Anticipated) Date: **completed**

Size of project: **Multi-millions** Cost of project: **Completed**

Work for which staff was responsible: **CDBG, SHIP and NSP as well as direct delivery services to the HOME program.**

Contract Type: **Multi-year**

The results/deliverables of the project: **Routinely met HUD timeliness**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

**Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

**Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

#### **Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

#### **Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

# CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

## LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) 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;
- (b) 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; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
  
**Community Redevelopment Associates**  
\_\_\_\_\_  
Contractor / Name of Company

**Martin Larsen, President**  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official  
  
**7/20/20**  
\_\_\_\_\_  
Date

## DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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 a 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
  
**Community Redevelopment Associates**  
\_\_\_\_\_  
Contractor / Name of Company

**Martin Larsen, President**  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official  
  
**7/20/20**  
\_\_\_\_\_  
Date



City of Pembroke Pines

## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
  - ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
  - ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



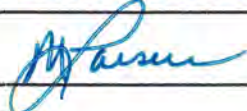
City of Pembroke Pines

- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: Community Redevelopment Associates

AUTHORIZED OFFICER NAME / SIGNATURE: \_\_\_\_\_

  
Martin Larsen

**E-Verify System Certification Statement  
for the Employment Eligibility Verification Program  
of the U.S. Department of Homeland Security**

The State of Florida, Executive Order 11-116, requires the City, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the City is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Vendor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to within seven days of request from the City.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the City within seven calendar days from the City's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of City's request.



Signature of Contractor's Authorized Official

Martin Larsen

Printed Name and Title of Contractor's Authorized Official

Community Redevelopment Associates

Contrator / Name of Company

7/20/20

Date

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**DBA:**  
**Business Name:** COMMUNITY REDEVELOPMENT ASSOC OF  
 FLORIDA INC

**Receipt #:** 327-12336  
**Business Type:** BUSINESS/FINANCIAL/CONSULTANT  
 (CONSULTANTS)

**Owner Name:** MARTIN LARSEN  
**Business Location:** 8569 PINES BLVD 201  
 PEMBROKE PINES  
**Business Phone:** 954-431-6882

**Business Opened:** 07/16/1991  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms

Seats

Employees

3

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

MARTIN LARSEN  
 8569 PINES BLVD #201  
 PEMBROKE PINES, FL 33024

**Receipt #** 1CP-18-00014593  
**Paid** 09/04/2019 33.00

**2019 - 2020****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

COMMUNITY REDEVELOPMENT ASSOC. OF FLORIDA INC.  
8569 PINES BLVD STE 201  
PEMBROKE PINES FL 33024-6668

**CITY OF PEMBROKE PINES**  
601 CITY CENTER WAY, LBTR-4TH FLOOR  
PEMBROKE PINES, FL 33025

## LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20070285/01  
RECEIPT-NO: 192868

RECEIPT-YEAR: OCTOBER 1, 2019 thru SEPTEMBER 30, 2020

BUS-NAME : COMMUNITY REDEVELOPMENT ASSOC. OF FLORIDA INC.  
BUS-ADDR : 8569 PINES BLVD STE 201-208 AND 210  
PEMBROKE PINES FL 33024-6668

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : CONSULTANT TO NON-PROFIT & MUNICIPAL

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
PCL CONSULTANT (UNCLASSIFIED)	0	10/01/2019		P/Pines
SIGN BUSINESS SIGN	1	10/01/2019		P/Pines

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

**DBA:**  
**Business Name:** COMMUNITY REDEVELOPMENT ASSOC OF  
 FLORIDA INC

**Receipt #:** 327-12336  
**Business Type:** BUSINESS/FINANCIAL/CONSULTANT  
 (CONSULTANTS)

**Owner Name:** MARTIN LARSEN  
**Business Location:** 8569 PINES BLVD 201  
 PEMBROKE PINES  
**Business Phone:** 954-431-6882

**Business Opened:** 07/16/1991  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms

Seats

Employees

Machines

Professionals

3

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

MARTIN LARSEN  
 8569 PINES BLVD #201  
 PEMBROKE PINES, FL 33024

**Receipt #** 1CP-17-00016302  
**Paid** 07/23/2018 33.00

**2018 - 2019**

COMMUNITY REDEVELOPMENT ASSOC. OF FLORIDA INC.  
8569 PINES BLVD STE 201  
PEMBROKE PINES FL 33024-6668

**CITY OF PEMBROKE PINES**  
601 CITY CENTER WAY, LBTR-4TH FLOOR  
PEMBROKE PINES, FL 33025

## LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20070285/01  
RECEIPT-NO: 182103

RECEIPT-YEAR: OCTOBER 1, 2018 thru SEPTEMBER 30, 2019

BUS-NAME : COMMUNITY REDEVELOPMENT ASSOC. OF FLORIDA INC.  
BUS-ADDR : 8569 PINES BLVD STE 201-208 AND 210  
PEMBROKE PINES FL 33024-6668

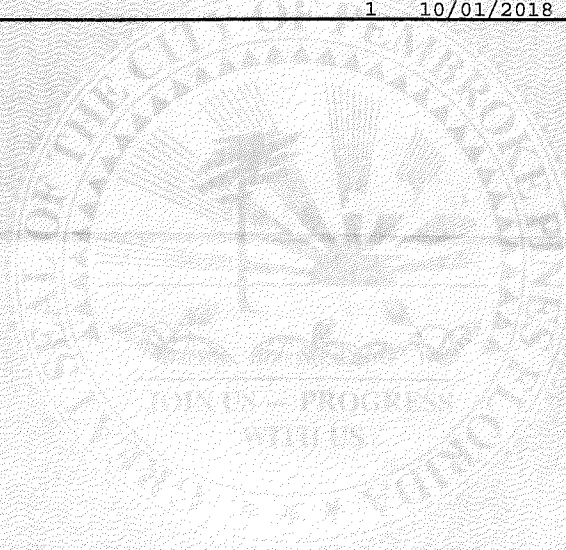
**NOTICE**

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : CONSULTANT TO NON-PROFIT & MUNICIPA

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
PCL CONSULTANT (UNCLASSIFIED)	0	10/01/2018		P/Pines
SIGN BUSINESS SIGN	1	10/01/2018		P/Pines





City of Pembroke Pines

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: Community Redevelopment Associates

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_

Martin Larsen



City of Pembroke Pines

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Community Redevelopment Associates  
(name of entity submitting sworn statement)

whose business address is 8569 Pines Blvd Ste. 201 Pembroke Pines FL 33024

and (if applicable) its Federal Employer Identification Number (FEIN) is

65-0216615

(If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. My name is Martin Larsen and my  
(Please print name of individual signing)

relationship to the entity named above is President.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
  - ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
    - ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
    - ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
    - ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Martin Larsen

Bidder's Name

Community Redevelopment Associates

Company Name

Signature

7/20/20

Date



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Martin Larsen, President, on behalf of Community Redevelopment Associates,  
Print Name and Title Company Name

certify that Community Redevelopment Associates :  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Martin Larsen, President

Print Name / Title

Signature

Community Redevelopment Associates

Company Name



City of Pembroke Pines

## VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

### SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

## Community Redevelopment Associates

Company Name

**Martin Larsen**

Authorized Signer Name

Authorized Signature



(OFFICE USE ONLY) Vendor number:

## Vendor Information Form

Operating Name (Payee)	Community Redevelopment Associates of FL Inc		
Legal Name (as filed with IRS)	Community Redevelopment Associates of FL Inc.		
Remit-to Address (For Payments)	8569 Pines Blvd.		
	Ste. 201		
	Pembroke Pines FL 33024		
Remit-to Contact Name:	Martin Larsen	Title:	President
Email Address:	bossca1@earthlink.net		
Phone #:	(954) 609-2677	Fax #	(954) 431-6882
Order-from Address (For purchase orders)	8569 Pines Blvd. Ste. 201		
	Pembroke Pines FL 33024		
Order-from Contact Name:	Martin Larsen	Title:	President
Email Address:	bossca1@earthlink.net		
Phone #:	(954) 609-2677	Fax #	(954) 431-6882
Return-to Address (For product returns)	8569 Pines Blvd. Ste. 201		
	Pembroke Pines FL 33024		
Return-to Contact Name	Martin Larsen	Title:	President
Email Address:	bossca1@earthlink.net		
Phone #:	(943) 609-2677	Fax #	(954) 431-6882
Payment Terms:	Net 15 days		

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number:

650216617

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership☐ Health Care Service Provider☐ LLC – C (C corporation) – S (S corporation) – P (partnership)☐ Other (Specify):

Name &amp; Title of Applicant Martin Larsen President

Signature of Applicant

Date

7/20/20



City of Pembroke Pines

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Community Redevelopment Associates of FL Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_

Martin Larsen

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Community Redevelopment Associates of FI Inc</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>8569 Pines Blvd. Ste. 201</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Pembroke Pines FL 33024</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
[ ]	[ ]	[ ]	-	[ ]	[ ]	-	[ ]	[ ]	[ ]
<b>or</b>									
<b>Employer identification number</b>									
6	5	-	0	2	1	6	6	1	7

### Part II Certification

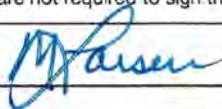
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of  
U.S. person ►



Date **7/20/20**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 8.

**File ID:** 20-0822

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 11/09/2020

**Short Title:** Grant Administration Contract CRAFLA

**Final Action:** 11/18/2020

**Title:** MOTION TO APPROVE A GRANT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA INCORPORATED FOR HOUSING PROGRAM ADMINISTRATION SERVICES.

**\*Agenda Date:** 11/18/2020

**Agenda Number:** 8.

#### Internal Notes:

**Attachments:** 1. Grant Administration Agreement - Community Redevelopment (00368877-3xC4B6A) 11-09-20 digitally signed

1 City Commission 11/18/2020 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,  
Commissioner Castillo, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE A GRANT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA INCORPORATED FOR HOUSING PROGRAM ADMINISTRATION SERVICES.

#### SUMMARY EXPLANATION AND BACKGROUND:

- On **June 17, 2020**, the City advertised its notice to bidders of the City's desire to hire a firm to supply grant management, administration and implementation for community redevelopment projects (PL-20-01 - Grant Administration for Community Redevelopment Projects) .
- On **July 28, 2020**, the bids were opened at the offices of the City Clerk.
- On **October 7, 2020**, the City awarded the bid to Community Redevelopment Associates of Florida, Inc. and authorized the City Manager to negotiate a contract for housing administration

Agenda Request Form Continued (20-0822)

services.

4. For any Federal or State funded program for which Community Redevelopment Associates of Florida, Inc will provide services to the City, a separate written amendment to the agreement shall be executed by both parties which shall specify the terms and amount of compensation to be paid.

5. Community Redevelopment Associates of Florida, Inc will be compensated through grant administration fees. Below are the program administrative fees as a percentage of total award:

**Program - General Administration**

CDBG	15%	(Represents a 2.5% reduction in administration fees from previous contract)
CDBG-CV	14%	(Coronavirus Allocation - Microenterprise Grants - Represents 1% reduction from typical CDBG admin percentage)
SHIP	10%	(Consistent administration percentage from last contract)
HOME	12%	(Consistent administration percentage from last contract)
NSP	10%	(Consistent administration percentage from last contract)

6. In addition to general administration fees, Community Redevelopment Associates of Florida, Inc may be compensated the following administrative fees in the case that the City generates any program income.

**Program - Administration (Program Income)**

CDBG	15%	(Consistent administration percentage from last contract)
SHIP	5%	(Consistent administration percentage from last contract)
NSP	10%	(Consistent administration percentage from last contract)

7. Grant awards for these programs change from year to year.

8. The proposed grant administration contract is for a three-year term (with 2 additional one year period renewals) . The costs are 100% Federally or State Funded with no cost to the City.

9. Recommend the Commission approve the contract for grant administration services with Community Redevelopment Associates of Florida, Inc. for up to a five year period as a result of (PL 20-01) Grant Administration for Community Redevelopment Projects.

**FINANCIAL IMPACT DETAIL:**

a) **Initial Cost:** None, administrative fees are funded by the grants.

b) **Amount budgeted for this item in Account No:** Acct Numbers: xxxx = program year:

CDBG and NSP: 121-554-600-xxxx-31501 Professional services-CRA admin

SHIP: 120-554-600-xxxx-31501 Professional services-CRA admin

**Agenda Request Form Continued (20-0822)**

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HOME: 121-554-600-xxxx-31510 Professional services-Direct cost

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:** Not Applicable.

e) **Detail of additional staff requirements:** Not Applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gateway-Acentria Insurance 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 954-735-5500 <b>FAX (A/C. No):</b> 954-735-2852 <b>E-MAIL ADDRESS:</b> certificates@gatewayins.com														
<b>INSURED</b> Community Redevelopment Associates of Florida Inc. 8569 Pines Boulevard, 201 Pembroke Pines FL 33024	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: RetailFirst Insurance Company</td> <td>10700</td> </tr> <tr> <td>INSURER B: Nationwide Insurance Company of America</td> <td>25453</td> </tr> <tr> <td>INSURER C: ALLIED Property and Casualty Insurance Company</td> <td>42579</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RetailFirst Insurance Company	10700	INSURER B: Nationwide Insurance Company of America	25453	INSURER C: ALLIED Property and Casualty Insurance Company	42579	INSURER D: Travelers Casualty and Surety Company	19038	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1391480154**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACPBPOZ3066737555	7/2/2020	7/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			ACPBPOZ3066737555	7/2/2020	7/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ACPCAP3016737555	7/2/2020	7/2/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	052019069	1/1/2020	1/1/2021	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Prof Liability			10625093	2/25/2020	2/25/2021	Prof Liability 1,500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Pembroke Pines is an Additional Insured with respects to General Liability when required in a written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines FL 33025  
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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