



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

THIS AGREEMENT, dated this 11 day of October 2018, 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 corporation authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT", "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, on November 3, 2015, the CITY and CONSULTANT entered into the Original Agreement for CONSULTANT to provide management, administration, and implementation of Community Development Block Grant ("CDBG"), State Housing Initiative Partnership ("SHIP"), Neighborhood Stabilization Program ("NSP"), and Disaster Recovery Initiative Program ("DRI") programs, as contained in the City's bid entitled "Grant Administration for Community Redevelopment Projects RFQ AD -15-02 (the "Original Agreement"); and,

WHEREAS, pursuant to Article 3 of the Original Agreement, the Parties are to enter into a written amendment to the Original Agreement in order to provide for the method and amount of compensation which the CITY is to pay the CONSULTANT for the 2016-17, 2017-18, and 2018-19, and 2019-2020 Program Years; and,

WHEREAS, the Parties desire to enter into this First Amendment to the Original Agreement in order to clarify the method and amount of compensation to be paid to the CONSULTANT for CDBG, SHIP, NSP, and DRI (the "Programs"); and,

WITNESSETH

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CITY and CONSULTANT hereby agree that Article 3, "Compensation and Method of Payment" of the Original Agreement shall be amended as follows:

3.5 Subject to each Program's specific requirements, rules, regulations, guidelines, limitations, terms, and conditions, and over the course of each applicable Program's existence during which the services contemplated by the Agreement are to be performed and during which funding is available,



City agrees to pay CONSULTANT, at a maximum, the following percentages of the total program funding available for the 2016-17, 2017-18, and 2018-19, and 2019-2020 Program Years:

CDBG:	17.5%
SHIP:	10%
HOME:	12%
NSP:	10%

For all Programs other than HOME, compensation shall be based on hourly billing; for HOME, the compensation shall be paid on a per unit basis for direct services.

3.6 Program Income Administration Fee. CONSULTANT shall be entitled to receive a percentage of Program Income received by the CITY for each grant Program Year during the term of this Agreement. For SHIP program income, CONSULTANT shall be entitled to an administrative fee of 5% of SHIP program income. All payments of SHIP program income administrative fees shall be consistent with Section 420.9075, Fla.Stat., and any applicable regulations, as may be amended from time to time.

For the CDBG program, the CONSULTANT shall be entitled to receive 15% of program income.

For the NSP program, the CONSULTANT shall be entitled to receive 10% of program income.

The foregoing compensation shall include all compensation due CONSULTANT, including CONSULTANT's reimbursable expenses, which amount shall be accepted by CONSULTANT as full compensation under 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.

SECTION 3. A new Section entitled "Scrutinized Companies" is hereby added to the Original Agreement as follows:

In accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector



List, or has CONSULTANT been 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 CONSULTANT of the City's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT 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 CONSULTANT 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 Section 287.135, Florida Statutes, as amended from time to time.

SECTION 4. A new Section entitled "Public Records is hereby added to the Original Agreement to read as follows:

PUBLIC RECORDS

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

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

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, Fla. Stat., or as otherwise provided by law;

1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

1.4 Upon completion of the contract, 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.

2. The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.



**IF THE CONSULTANT HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE CONSULTANT'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment shall remain in full force and effect, except as specifically modified herein.

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

(SIGNATURE PAGE TO FOLLOW)

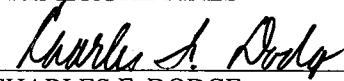


ATTEST:

CITY:


MARLENE D. GRAHAM,
CITY CLERK 10/11/18

CITY OF PEMBROKE PINES

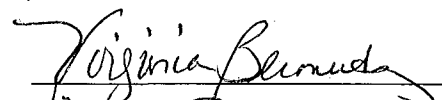
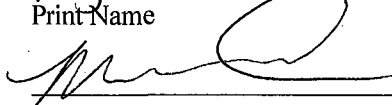
BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM



OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSES


Virginia Bernaud
Print Name

Marilyn Callwood
Print Name

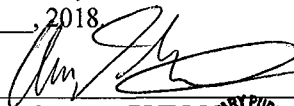

COMMUNITY REDEVELOPMENT ASSOCIATES
OF FLORIDA, INC.

BY: 
Print Name: ANDREW AZEBEKHA
Title: Exec. Vice President / COO

STATE OF Florida)
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Andrew Azebe, as Exec. VP / COO of **COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.**, a Florida corporation, and acknowledged execution of the foregoing Agreement as the proper official of **COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of October, 2018.


NOTARY PUBLIC  ALEXANDER T. GOLDSTEIN
MY COMMISSION # GG 079962
EXPIRES: March 6, 2021
Bonded Thru Budget Notary Services
(Name of Notary Typed, Printed or Stamped)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2018

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 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).

PRODUCER Gateway-Acentria Insurance 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	CONTACT NAME:	
	PHONE (A/C, No, Ext): 954-735-5500	FAX (A/C, No): 954-735-2852
INSURED COMMRED-CD Community Redevelopment Associates of Florida Inc. 8569 Pines Boulevard, 201 Pembroke Pines FL 33024	E-MAIL ADDRESS: certificates@gatewayins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied Property & Casualty Insurance Company	NAIC # 42579
	INSURER B: RetailFirst Ins Company	
	INSURER C: Travelers Casualty & Surety	
	INSURER D: Nationwide Insurance Company of America	25453
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2117597129

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 SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	Y	ACBPBPOZ3046737555	7/2/2018	7/2/2019	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACBPBPOZ3046737555	7/2/2018	7/2/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ACPCAP3016737555	7/2/2018	7/2/2019	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	N/A	052019069	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
C	Prof Liability		106250953	2/25/2018	2/25/2019	Prof Liability	1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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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City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 13.

File ID: 18-1156

Type: Agreements/Contracts

Status: Passed

Version: 2

**Agenda
Section:**

In Control: City Commission

File Created: 09/19/2018

Short Title: First Amendment CRA Professional Services

Final Action: 10/03/2018

Title: MOTION TO APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC

***Agenda Date:** 10/03/2018

Agenda Number: 13.

Internal Notes: CRA amendment to allow finance to pay administration fees for program income

Attachments: 1. Proposed 1st Amendment to Professional Services Agreement, 2. Original Agreement for Professional Services

2 City Commission 10/03/2018 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

MOTION TO APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA , INC

1. On November 3, 2015, the City entered into a five year agreement with Community Redevelopment Associates of Florida (CRAFLA) to provide management, administration and implementation of the City's housing programs.
2. The proposed first amendment to the agreement formalizes the method and compensation which the City is to pay CRAFLA for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 program years for the SHIP, CDBG, NSP, and HOME program administration as a percentage of yearly grant funding.
3. Grant allocations for these programs change from year to year. Program administration percentages listed within the document are consistent with City Commission approved percentages from previous years as well as in line with allowable program administration costs per State and Federal guidelines.
4. The document also newly addresses CRAFLA administrative fees as a percentage of program income from the SHIP, CDBG, and NSP programs. Program income is generated upon sale of rehabilitated properties or recapture of grant assistance should applicants not meet the terms of the assistance. Program income must be reinvested into the grant program by which it was allocated. Program income cannot be accurately projected from year to year as the repayment is client driven.
5. Administration recommends approval of the first amendment for professional services between the City and CRAFLA, Inc.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Grant Funded.
- b) **Amount budgeted for this item in Account No:** Acct Numbers: 120-554-600-xxxx-31501, 121-554-600-xxxx-31510: xxxx = program year:
- 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.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, dated the 3rd day of November, 2015 between:

THE CITY OF PEMBROKE PINES, a municipal corporation, hereinafter referred to as "CITY",

and

COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

WHEREAS, the City of Pembroke Pines receives funding for community redevelopment services in the form of Community Development Block Grant ("CDBG") Funds, State Housing Initiative Partnership ("SHIP") Funds, Neighborhood Stabilization Program ("NSP") Funds, and Disaster Recovery Initiative Program ("DRI") Funds; and

WHEREAS, the CITY desires to enter into this AGREEMENT with the CONSULTANT in order for the CONSULTANT to supply management, administration, and implementation of Community Development Block Grant ("CDBG"), State Housing Initiative Partnership ("SHIP"), Neighborhood Stabilization Program ("NSP"), and Disaster Recovery Initiative Program ("DRI") programs, as more particularly described in **Exhibit "A,"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Grant Administration for Community Redevelopment Projects
RFQ AD-15-02

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 **August 12, 2015**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **provide grant administration 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 AD-15-02

Grant Administration for Community Redevelopment Projects

1.2 On **September 8, 2015**, the CITY opened **three (3)** sealed qualification packages and on **October 8, 2015**, the CITY's Evaluation Committee met and evaluated the **three (3)** firms and ranked CONSULTANT No. 1. The proposal submitted by the Consultant is attached as **Exhibit "B"**. Thereafter, on **October 21, 2015**, the City Commission approved the recommendation of the Evaluation Committee as the CONSULTANT as the No. 1 ranked vendor and approved this Agreement.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT shall perform the services set forth in the **RFQ** and **Proposal**, copies being attached hereto and incorporated herein by this reference as **Exhibit "A"** and **Exhibit "B"**. The CONSULTANT shall comply with any and all requirements set forth in the **RFQ**. To the extent of any conflict between the terms of this Agreement and the **RFQ**, the Agreement shall prevail and control.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement 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 assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 With respect to any Federal or State funded program for which the CONSULTANT provides services to the CITY, in order to provide for the method and amount of compensation which the CITY is to pay the CONSULTANT, the CITY and CONSULTANT shall enter into a written amendment



to this Agreement, executed by both parties, which shall specify the method and amount of compensation to be paid to the CONSULTANT.

3.2 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.

3.3 CONSULTANT will be entitled to invoice biweekly, providing total hours and job classifications of persons doing work. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.4 Payment will be made to CONSULTANT at:

COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.
Attn: ANDREW AZEBEOKHAI
8569 PINES BLVD, SUITE 201
PEMBROKE PINES, FL. 33024

ARTICLE 4

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 5

PUBLIC RECORDS

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

5.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

5.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

5.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and



5.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5.2 The failure of Consultant to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

ARTICLE 6 **MISCELLANEOUS**

6.1 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.

6.2 Term and Termination.

6.2.1 This Agreement may be terminated by either party for cause, or by either party for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT 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 addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, 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.

6.2.2 This Agreement shall take effect as of the date of execution as shown herein below and shall terminate no later than five (5) 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 in accordance with section 6.2.1 hereof. CONSULTANT agrees that it shall be subject to annual review by the CITY of its performance under this Agreement.

6.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records 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 three (3) 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, F.S.



6.4 Indemnification.

6.4.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the 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 in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement. The CITY is entitled to sovereign immunity pursuant to Section 786.28, Florida Statutes, and nothing in this Agreement is intended or shall be interpreted to waive the CITY's sovereign immunity. This provision shall survive the termination of this Agreement.

6.4.2 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.

6.4.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The 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.

6.4.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Insurance.

6.5.1 The CONSULTANT shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the City's Risk Manager of the CITY nor shall the CONSULTANT allow any Subcontractor to



commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

6.5.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

6.5.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is 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, then in that event, the CONSULTANT shall furnish, at least thirty (30) 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 this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

6.6 REQUIRED INSURANCE

See the RFQ attached hereto as **Exhibit "A"**.

The CONSULTANT shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.7 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 contractor 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, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT'S Funds provided for herein.. The CONSULTANT agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make 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.

6.8 Assignments; Amendments.

6.8.1 This Agreement, or any interest 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 CITY and its successors and assigns.

6.8.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.9 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 the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the 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.

6.10 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, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
 City of Pembroke Pines
 10100 Pines Boulevard
 Pembroke Pines, Florida 33026

Copy To: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308

CONSULTANT: **COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA,
INC.**
 Attn: ANDREW AZEBEOKHAI



**8569 PINES BLVD, SUITE 201
PEMBROKE PINES, FL. 33024**

6.11 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.

6.12 Attorney's Fees. If a party to this Agreement should be required to hire an attorney and bring or defend legal action to enforce the terms of this Agreement or to recover for its breach, the parties agree that the prevailing party may recover as part of the judgment reasonable attorney's fees, including reasonable paralegal fees, and costs at both the trial and appellate levels.

6.13 Personnel. The parties acknowledge that the CONSULTANT has identified by position in the professional association, by services to be performed, by personnel classification, by qualification or any combination of same, certain key personnel to perform certain portions of the services related to the project and that CITY has relied on such identifications in selecting the CONSULTANT to perform the services described herein. CONSULTANT agrees that it shall submit to CITY in writing any proposed change, replacement or removal of such persons from the project or from the services they have been identified to perform for approval by the CITY.

6.14 Subconsultants. Subconsultants, if needed will be subject to the prior written approval of the CITY.

6.15 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

6.17 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.

6.18 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.

6.19 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.



6.20 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.

**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.

ATTEST:

11/3/15
[Signature]
MARLENE D. GRAHAM, CITY CLERK

CITY

BY: [Signature]
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM.

for [Signature] 11/2/15
SAMUEL S. GOREN
CITY ATTORNEY

WITNESSES:

[Signature]
Print Name

[Signature]
Print Name

CONSULTANT
**COMMUNITY REDEVELOPMENT
ASSOCIATES OF FLORIDA, INC.**

By: [Signature]
MARTIN LARSEN, President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Martin Larsen President of CRA, and acknowledged that he/she has executed the foregoing instrument as the proper official of Consultant, for the use and purposes mentioned in it and that the instrument is the act and deed of Consultant, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of Oct, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires



DEAVERLYN M. BROWN
MY COMMISSION # EE 218308
EXPIRES: July 22, 2016
Bonded Thru Budget Notary Service



Grant Administration for Community Redevelopment Projects Request for Qualifications # AD-15-02

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
13975 PEMBROKE ROAD
PEMBROKE PINES, FLORIDA 33026
(954) 704-1259



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Attachment A: Specimen Contract/Agreement

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer’s Completed Qualification Statement

Attachment I: Sample Insurance Certificate



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

Request for Qualifications # AD-15-02 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 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) 704-1259 or by email at 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 13975 Pembroke Road, Pembroke Pines, Florida 33027.

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. 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, September 8, 2015. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines ("City") seeks the services of qualified individual, management team or firm from consultants to supply Grant Management, Administration and Implementation of for Community Redevelopment Projects.

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 SHIP, HOME funded activities.
10. 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.
11. Process all loans and grants associated with appropriate SHIP and HOME funded activities.
12. Review all necessary or appropriate agreements I contracts for compliance with SHIP, HOME program requirements.
13. Prepare appropriate documents such as applications, compliance checklists, certifications, etc.
14. Determine the eligibility of program participants.
15. Coordinate the activities of the lenders, contractors, not for profit organizations and applicants.
16. Monitor all CDBG sub-recipients.
17. Conduct on-site and in-house housing inspections and have prepared project specifications and work orders in compliance with SHIP and HOME guidelines.
18. Monitor and enforce Labor Standards under the Davis Bacon Act.
19. Pursuant to SHIP 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.
20. Conduct and update as necessary an Analysis of impediments to Fair Housing Choice.
21. Conduct other such research and evaluation of proposed activities as may be required by the City from time to time.
22. As required, attend all necessary meetings and make presentations to City officials and residents.
23. Represent the City at the Broward Home Consortium.



24. Attend City Affordable Housing Advisory Committee (AHAC) meetings from time to time as required by City and the State of Florida.
25. Similar actions as may be required by federal, state, and county housing programs.

1.4 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.

1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this RFQ must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

1.5.1 Title Page

List the following:

RFQ Subject: **AD-15-02 "Grant Administration for Community Redevelopment Projects Request for Qualifications"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address

1.5.2 Tab 1 - Table of Contents

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

1.5.3 Tab 2 - 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 (More detail to be provided in **Tab 4 - Partner, Supervisory and Staff Qualifications and Experience**)
 - c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Similar Engagements With Other Government Entities**)
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

1.5.4 Tab 3 - Firm Qualifications and Experience

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 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.

1.5.5 Tab 4 - Partner, Supervisory and Staff Qualifications and Experience

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

1.5.6 Tab 5 - Similar Engagements With Other Government Entities

1. 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.
2. Indicate the scope of work, date, project duration, engagement partners, and the name, address and telephone number of the principal client contact.
3. 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.

1.5.7 Tab 6 - Other Completed Documents & Forms

1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit



3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
 - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
 - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: 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.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Proposer's Completed Qualification Statement

1.5.8 Tab 7 - 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 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

Criteria	Points
----------	--------



Firm Qualifications and Experience	35 points
Partner, Supervisory and Staff Qualifications and Experience	35 points
Similar Engagements With Other Government Entities	25 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also 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. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second 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.

1.7 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 11, 2015
Question Due Date	August 24, 2015
Anticipated Date of Issuance for the Addenda with Questions and Answers	August 27, 2015
Proposals will be accepted until	2:00 p.m. on September 8, 2015



Proposals will be opened at	2:30 p.m. on September 8, 2015
Evaluation of Proposals by the Evaluation Committee	TBD
Recommendation of Contractor to City Commission award	TBD

1.8 SUBMISSION REQUIREMENTS

Bids/proposals/qualifications **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on September 8, 2015.

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.



SECTION 2 - INSURANCE REQUIREMENTS

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 not 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.

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.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

- B. 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 his 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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, 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. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project 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.

- I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.



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. 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 Manager, Christina Sorensen, at 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 Invitation for Bid. 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.

3.29 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, 10100 Pines Boulevard, Pembroke Pines, FL.

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 consequential arising out of or alleged to have arisen 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.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____ between:

THE CITY OF PEMBROKE PINES, a municipal corporation, hereinafter referred to as "CITY",

and

[VENDOR NAME], a corporation authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT".

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 **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On **[DATE]**, the CITY opened **[NUMBER OF PROPOSALS/FIRMS]** sealed proposals and on **[DATE]**, the CITY's Evaluation Committee met and evaluated the **[NUMBER OF PROPOSALS/FIRMS]** firms and ranked CONSULTANT No. 1. The proposal submitted by the Consultant is attached as **Exhibit "B"**. Thereafter, on **[DATE]**, the City Commission approved the recommendation of the Evaluation Committee as the CONSULTANT as the No. 1 ranked vendor and approved this Agreement.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT shall perform the services set forth in the **RFQ** and **Proposal**, copies being attached hereto and incorporated herein by this reference as **Exhibit "A"** and **Exhibit "B"**. The



CONSULTANT shall comply with any and all requirements set forth in the **RFQ**. To the extent of any conflict between the terms of this Agreement and the **RFQ**, the Agreement shall prevail and control.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement 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 assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

3.1 With respect to any Federal or State funded program for which the CONSULTANT provides services to the CITY, in order to provide for the method and amount of compensation which the CITY is to pay the CONSULTANT, the CITY and CONSULTANT shall enter into a written amendment to this Agreement, executed by both parties, which shall specify the method and amount of compensation to be paid to the CONSULTANT.

3.2 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.

3.3 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.

3.4 Payment will be made to CONSULTANT at:

[VENDOR NAME]
Attn: [VENDOR CONTACT]
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]



ARTICLE 4

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 5

PUBLIC RECORDS

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

5.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

5.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

5.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

5.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

ARTICLE 6

MISCELLANEOUS

6.1 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.



6.2 Term and Termination.

6.2.1 This Agreement may be terminated by either party for cause, or by either party for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT 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 addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, 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.

6.2.2 This Agreement shall take effect as of the date of execution as shown herein below and shall terminate no later than five (5) 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 in accordance with section 6.2.1 hereof. CONSULTANT agrees that it shall be subject to annual review by the CITY of its performance under this Agreement.

6.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records 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 three (3) 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, F.S.

6.4 Indemnification.

6.4.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the 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 in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.4.2 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.

6.4.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The 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.

6.4.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Insurance.

6.5.1 The CONSULTANT shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the City's Risk Manager of the CITY nor shall the CONSULTANT allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

6.5.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

6.5.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is 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, then in that event, the CONSULTANT shall furnish, at least thirty (30) 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 this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.



6.6 REQUIRED INSURANCE

See the **RFQ** attached hereto as **Exhibit "A"**.

The CONSULTANT shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.7 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 contractor 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, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT'S Funds provided for herein.. The CONSULTANT agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make 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.

6.8 Assignments; Amendments.

6.8.1 This Agreement, or any interest 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 CITY and its successors and assigns.

6.8.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.9 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 the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee,



commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the 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.

6.10 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, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT: **[VENDOR NAME]**
Attn: [VENDOR CONTACT]
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]

6.11 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.

6.12 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

6.14 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.

6.15 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.

6.16 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.17 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.

**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

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM.

SAMUEL S. GOREN
CITY ATTORNEY

WITNESSES:

CONSULTANT
[NAME OF CONSULTANT]

Print Name

By: _____
_____, President

Print Name

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, and acknowledged that he/she has executed the foregoing instrument as the proper official of Consultant, for the use and purposes mentioned in it and that the instrument is the act and deed of Consultant, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2:	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input 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) ► _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code		
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner ²
7. Disregarded entity not owned by an individual	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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 _____



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted _____
(name of entity submitting sworn statement) whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
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



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.)

☐ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)

Bidder's Name/Signature

Company

Date



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: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____



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: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____



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



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: _____

AUTHORIZED OFFICER NAME / SIGNATURE: _____



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:

Contact Person's Name and Title: _____

Contact Person's E-mail Address: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

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:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



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 RFP submittals 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 subcontractor(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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

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, in 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)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (R R W Y Y G) F

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.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> , ' < * & <input type="checkbox"/> , + ' = (02 <input type="checkbox"/> < '0	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (A% & P% (P) % f) \$ R EY EXP (A% & P% (P) + ' % f) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTION COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>
	GARAGE LIABILITY <input type="checkbox"/> AUTO			AUTO ONLY: PER ACCIDENT \$ OTHER THAN AUTO ONLY: E&A ACC \$ AGG \$	
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. PAY DISEASE & EMPLOYEE \$ E.L. PAY DISEASE & POLICY LIMIT \$
	OTHER				

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

 MAIL ☐ DAYS WRITTEN
 LEFT.
City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

[Vendor view of bid](#)
[Chat](#) | [Description](#) | [Attachments](#)

 Bid #AD-15-02 - Grant Administration For Community Redevelopment Projects  

Time Left	closed	# of offers	5
Bid Started	Aug 12, 2015 5:41:09 PM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Sep 8, 2015 2:00:00 PM EDT	# of suppliers viewed	97 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 1
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations		
	City of Pembroke Pines		
	No Location Specified		
	Qty 1		
	Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Description

Bid Number	AD-15-02
Title	AD-15-02 Grant Administration for Community Redevelopment Projects
Contract Duration	5 years
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

[Leave Feedback](#)

Bid Comments

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.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

The City of Pembroke Pines ("City") seeks the services of qualified individual, management team or firm from consultants to supply Grant Management, Administration and Implementation of for Community Redevelopment Projects.

Please take note of the Qualification Package Requirements. Each proposer must scan and upload all of the required documentation. Failure to properly submit a proposal may result in deeming your company's response to this solicitation as non-responsive.

Description

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 SHIP, HOME funded activities.
10. Establish and Implement HUD's Integrated Disbursement and Information System (DIS) 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.
11. Process all loans and grants associated with appropriate SHIP and HOME funded activities.
12. Review all necessary or appropriate agreements / contracts for compliance with SHIP, HOME program requirements.
13. Prepare appropriate documents such as applications, compliance checklists, certifications, etc.
14. Determine the eligibility of program participants.
15. Coordinate the activities of the lenders, contractors, not for profit organizations and applicants.
16. Monitor all CDBG sub-recipients.
17. Conduct on-site and in-house housing inspections and have prepared project specifications and work orders in compliance with SHIP and HOME guidelines.
18. Monitor and enforce Labor Standards under the Davis Bacon Act.
19. Pursuant to SHIP 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.
20. Conduct and update as necessary an Analysis of impediments to Fair Housing Choice.
21. Conduct other such research and evaluation of proposed activities as may be required by the City from time to time.
22. As required, attend all necessary meetings and make presentations to City officials and residents.
23. Represent the City at the Broward Home Consortium. *RFQ # AD-15-02 SECTION 1 - INSTRUCTIONS Page 6 City of Pembroke Pines*
24. Attend City Affordable Housing Advisory Committee (AHAC) meetings from time to time as required by City and the State of Florida.
25. Similar actions as may be required by federal, state, and county housing programs.

Documents

Select All | Select None | Download Selected

- ☐ 1.  [AD-15-02 Grant Administration for Community Redevelopment Projects](#)
[Final.pdf](#) [\[download\]](#)

 = Included in Bid Packet  = Excluded from Bid Packet

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

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Question and Answers for Bid #AD-15-02 - Grant Administration for Community Redevelopment Projects

[Create New Question](#)

Question Deadline: Aug 24, 2015 8:30:00 PM EDT

Overall Bid Questions

Question 1

Question:

Is there an incumbent for this RFQ? If yes, please list the current contractor.

Jayesh Desai, President
National Disaster Recovery Technical Assistance Consultants, Inc.
59 Court Street, Suite: 202
Binghamton, NY 13901
(607) 321-1088
jayesh@ndrtac.com (Submitted: Aug 13, 2015 10:25:01 AM EDT)

[edit](#) 

Answer

- Yes, Community Redevelopment Associates of Florida, Inc. (Answered: Aug 13, 2015 1:29:53 PM EDT)

Add to Answer:

[Submit](#)[Leave Feedback](#)**Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com**[Home](#)[Bid Search](#)[Bids](#)[Orders](#)[Tools](#)[Support](#)[Privacy](#)[Logout](#)

DATE: 09/08/2015

SEALED BID FOR: AD-15-02 Grant for Administration for Community Redevelopment Projects

COMPANY NAME

AMOUNT

EL Waters and Company LLC
Community Redevelopment Assoc.
of FL.
Ask Development Solutions Inc

PRESENT:

CHARLES F. DODGE, CITY MANAGER

MARLENE GRAHAM, CITY CLERK

Shari Schauer

DEBRA E. ROGERS, DEPUTY CITY CLERK

CHRISTINA SORENSEN, PURCHASING MANAGER




Danny Benedict, PURCHASING DEPARTMENT

OTHERS:

ORIGINAL BIDS RELEASED TO:

ON

Bid #AD-15-02 - Grant Administration for Community Redevelopment ProjectsCreation Date **Aug 6, 2015**End Date **Sep 8, 2015 2:00:00 PM EDT**Start Date **Aug 12, 2015 5:41:09 PM EDT**Awarded Date **Not Yet Awarded**

AD-15-02-01-01 AD-15-02 Grant Administration for Community Redevelopment Projects					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>E.L. Waters and Company, LLC</u>	First Offer -	1 / each			
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: To the City of Pembroke Pines: Please find attached RFQ submission for the Administration for Community Redevelopment Projects, submitted by E.L. Waters and Company, LLC			
<u>Community Redevelopment Associates of Florida, Inc.</u>	First Offer -	1 / each			
Product Code: Agency Notes:		Supplier Product Code: RFQ: AD-15-02 Supplier Notes:			
<u>ASK Development Solutions, Inc</u>	First Offer -	1 / each			
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Please see attached response to RFQ# AD-15-02 from ASK Development Solutions, Inc.			

Supplier Totals

<u>ASK Development Solutions, Inc</u>	
Bid Contact Chris Plummer chris.plummer@askdevsol.com Ph 561-310-1739	Address 26558 Primary Dr. Southfield, MI 48034
Agency Notes:	Supplier Notes:
<u>E.L. Waters and Company, LLC</u>	
Bid Contact Elbert Waters elwatersandcompanyllc@gmail.com Ph 305-785-9757	Address 8264 N.W. 195th Terrace Miami, FL 33015
Agency Notes:	Supplier Notes:
<u>Community Redevelopment Associates of Florida, Inc.</u>	
Bid Contact Andrew Azebeokhai azebeokhai@crafla.org Ph 954-431-7866	Address 8569 Pines Blvd Suite 201 Pembroke Pines, FL 33024
Bid Notes Dear Purchasing Professional:	
Attached you will find our response to the City of Pembroke Pines RFQ AD-15-02: Grant Administration for Community Redevelopment Projects.	
Kind regards,	
Andrew Azebeokhai Senior Vice President Community Redevelopment Associates of FL, Inc.	

Agency Notes:**Supplier Notes:**

Dear Purchasing Professional:

Attached you will find our response to the City of
Pembroke Pines RFQ AD-15-02: Grant
Administration for Community Redevelopment
Projects.

Kind regards,

Andrew Azebeokhai
Senior Vice President
Community Redevelopment Associates of FL, Inc.

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.**

[Print](#)[Close](#)

“Where the Emphasis...



...Is Always on *Community*. ”

CITY OF PEMBROKE PINES

RFQ Subject:

AD-15-02 “Grant Administration for Community Redevelopment Projects Request for Qualifications”

Date: **September 8, 2015**

Name of the Firm: **Community Redevelopment Associates of Florida, Inc.**

Contact Person: **Andrew Azebeokhai, Senior Vice President**

Telephone Number: **(954) 431-7866 ext.114**

Email Address: **Azebeokhai@crafla.org**



Let me introduce you to Community Redevelopment Associates of Florida, Inc. On the following pages you will find information about us that we believe you will find 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 25 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].

Martin Larsen
President and CEO

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.



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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 a minority owned urban affairs consulting firm based in Pembroke Pines Florida. Established in 1990, CRA has more than 25 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 23 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 has served as the prime contractor for the Broward County HOME Consortium residential home repair program. In addition CRA provides ongoing direct service delivery to the HOME program for Miramar, Coconut Creek and as of this writing the City of Pembroke Pines.

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 \$4,398,575 of NSP1 funds as well as its \$2,330,542 NSP3 allocation.

Cumulatively, we have administered, implemented or provided direct services for projects utilizing in excess of \$70,000,000 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 rising rapidly over the last several years, first time home buyers were assisted in purchasing nearly \$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 10 full time staff positions. This includes 2 principals actively engaged in the management of the firm, and 8 full-time employees. 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 3
FIRM QUALIFICATIONS
AND EXPERIENCE**

Some History

Established in 1990 Community Redevelopment Associates of Florida, Inc. (CRA) is a minority 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 10 multi-disciplinary professionals we are prepared for any challenge. (Please see Organizational Chart on page 37.)



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. Our management and staff currently serve on boards of planning, community development, and housing groups and volunteer their expertise in various capacities. 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 and now provides planning, management and implementation of that City's programs including its Workforce Affordable Housing Public Private Partnership with Lennar Homes.

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 25 years, CRA has completed 17 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.

More than 4000 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. Audit results have not resulted in any findings and have always been satisfactory. CRA does not have any pending disciplinary action within any Federal, local or State regulatory body or professional organizational. In addition there has never been a claim made against our professional liability insurance. Even with increased federal funding in 2009, our clients were still able to meet the Federal mandated standards for the timely expenditure of federal funds. All cities administered by CRA routinely meet or exceed the HUD 1.5 maximum timeliness standard mandated by HUD.

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 staff managers 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 timeframe. Our staff of 11 is full-time and operates out of the main office in Pembroke Pines. Intake activities can be provided at a client location as required as well as from our website at www.crafla.com.

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. Utilizing two T1 phone lines our new phone system is capable of handling high volume. Our website is housed in a secure offsite facility on a dedicated web server.

Insurance

The firm carries all required insurance coverages, including General Liability with a Commercial Umbrella, Professional Liability and Workers Compensation. Coverages are in amounts that equal or exceed that which is routinely required by our clients. CRA is a Drug Free Work Place.

Technical Assistance

CRA can provide technical assistance from planning and completing your grant applications to program close outs and reporting in Federal and State programs. Our expertise extends to administration, management and implementation for CDBG/NSP, SHIP, HOME and disaster funding (DRI and CDBG-R).

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.



What We Can Do For You

Administration and Planning

- CDBG/HOME Consolidated Plans
- CDBG/HOME Consolidated Annual Action Plans
- Analysis of Impediments to Fair Housing Choice
- Program Policy and Control Development
- Citizen Participation Plans and Workshops
- Community Needs Assessments
- Environmental Reviews
- Local Housing Assistance Plans (SHIP)
- Housing Market Analysis
- Regulatory Compliance
- IDIS and DRGR fiscal management
- Urban Planning

Program Development and Implementation

- Assessment of current programs and projects effectiveness
- Analysis of program efficiency
- Applicant intake, processing and income certification
- Residential purchase and down payment assistance programs
- Residential Rehabilitation programs including DRI
- Unit for Unit Residential Housing replacement programs
- Rental Assistance Programs
- Foreclosure Prevention Programs
- Commercial Rehabilitation programs
- Management of Residential and Commercial Contractor pools
- Economic Development programs

Technical Assistance*

- Fiscal Management and Controls
- Davis- Bacon Compliance
- Section 3 Compliance
- Work-out Plans for underperforming programs

***Technical Assistance can be provided in any planning or programmatic area beyond those specifically mentioned.**



Sample Monitoring Letters



U.S. Department of Housing and Urban Development
Community Planning and Development Division
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Room 500
Miami, FL 33131-3042

May 8, 2014

Ms. Sheila N. Rose
Director of Sustainable Development
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

SUBJECT: Scheduled On-site Monitoring Visit – FY 2014
Community Development Block Grant (CDBG) Program
B-11-MC-12-0054 through B-13-MC-12-0054

Dear Ms. Rose:

During the week of March 10, 2014, La Vora Bussey, Community Planning and Development Representative conducted an on-site performance evaluation of the City of Coconut Creek Community Development Block Grant (CDBG) Program.

The purpose of this review was to determine program compliance with applicable laws and regulations, and to look at your community's continuing capacity to carry out the programs in a timely manner. It also provided an opportunity to discuss any issues/problems the City had in administering its CDBG programs. At the exit conference held on March 24, 2014, the results of our review were discussed and the City was provided the opportunity to comment on our initial conclusions.

The enclosed report contains detailed information regarding the purpose, requirements, and conclusions reached on each of the compliance areas reviewed. The areas selected for the CDBG program review were Management (Overall Management and Environmental), Services (Beneficiaries and Rehabilitation Activities) and Physical (Lead Based Paint). Our conclusions are based on information gathered from your agency records, HUD administrative files, and through interviews with program staff.

The enclosure summarizes the conclusions of this review. The monitoring resulted in no findings and no concerns. It should be noted that our monitoring consists of only a sampling of activities and therefore, does not relieve the City of its responsibility for adequate internal controls of the programs to ensure program compliance.

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We would like to compliment the City's staff for the cooperation and assistance provided during the monitoring process. If you have any questions related to the review, you may contact La Vora Bussey, Community Planning and Development Representative, at (305) 520-5007 or via email at LaVora.B.Bussey@hud.gov.

Sincerely,



Ann D. Chavis

Director

Community Planning and Development Division

Enclosure

cc: Scott Stoudenmire, Deputy Director of Development Services
Marianne Bowers, Housing and Grant Specialist, Sustainable Development
Shekeria Brown, Community Redevelopment Associates of Florida
Lisa Bustamante, Program Manager, US HUD

Community Development Block Grant (CDBG)
Monitoring Report
City of Coconut Creek, Florida

Purpose of Evaluation

The purpose of this review was to conduct an assessment of the City's progress according to the stated goals and objectives of the approved Consolidated Plan and Action Plans as well as compliance with the applicable Federal regulations. The monitoring included a review of the City's records related to the program, on-site visits of selected beneficiaries, and a discussion with members of your staff at the end to examine our preliminary conclusions of the review.

HUD Staff Conducting the Review

La Vora Bussey, CPD Representative
Lisa Bustamante, Program Manager (Exit Conference)

Persons Interviewed During the Review

Shekeria Brown, Community Redevelopment Associates (CRA) of Florida

Areas Reviewed

CDBG Program:
Management (Overall Management and Environmental)
Services (Beneficiaries and Housing Rehabilitation Activities)
Physical (Lead Based Paint)

AREA ASSESSMENTS AND CONCLUSIONS DRAWN
Community Development Block Grant

Program Summary

The City of Coconut Creek manages and annually received Community Development Block Grant funds to primarily address the needs of low-and moderate income residents. The City has submitted its Annual Action plan and Consolidated Annual Performance and Evaluation Report (CAPER) within program guidelines. Additionally, the City has been timely in its expenditures of funds as required by program guidelines.

The City of Coconut Creek is a CDBG "exception grantee". The percentage represents the minimum percentage of low- and moderate-income persons that must reside in the service area of an area benefit for the activity to be assisted with CDBG funds. As of the date of this review, the exception percentage for Coconut Creek is 43.9%.



U.S. Department of Housing and Urban Development
Community Planning & Development Division
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Room 500
Miami, FL 33131-3042

March 19, 2014

Honorable Lori C. Moseley
Mayor of the City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Subject: Annual Community Assessment
Consolidated Annual Performance and Evaluation Report (CAPER)
2012 Program Year - CDBG, CDBG-R and NSP Programs
City of Miramar, FL

Dear Mayor Moseley:

The Housing and Community Development Act of 1974, as amended and the National Affordable Housing Act of 1990, require that a determination be made annually by HUD that the grant recipient is in compliance with the statutes and has the continuing capacity to implement and administer the programs for which assistance is received.

In accordance with the Consolidated Planning Regulations of January 5, 1995, this Office makes a comprehensive performance review of your overall progress annually, as required by §24 CFR 91.525. The review consists of analyzing your consolidated planning process; reviewing management of funds; determining the progress made in carrying out your Consolidated Plan policies and programs; determining the compliance of funded activities with statutory and regulatory requirements; determining the accuracy of required performance reports; and evaluating your accomplishments in meeting key Departmental objectives.

We congratulate you on your accomplishments during this past year on the achievement of Departmental Objectives.

SUMMARY OF PERFORMANCE

Community Development Block Grant (CDBG)

The City of Miramar received \$644,043.00 in CDBG FY 2012 grant funds, and is commended on its performance in expending \$768,605.58 or 100% of its CDBG funds on

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activities benefiting low or moderate-income persons. This performance exceeds Departmental standards.

The Financial Summary showed \$96,606.00 net expenditures for Public Services or 15% of the grant. The Financial summary also indicated \$96,704.90 net expenditures for planning and administrative costs or 15.02% of the grant funds plus program income received during the program year. Our review of the activities indicates that they are eligible as provided for at §24 CFR Part 570.201-6, and meet one of the three National Objectives established at §24CFR 570.208.

We were pleased with the City's housing assistance performance, in particular its affordable housing activities that provided funding for Housing Rehabilitation to single family homes resulting in the completion of eleven (11) homes, and housing assistance that resulted in residential utility connection to benefit eighteen (18) low-income households.

Economic Development activities also resulted in four businesses being assisted for sustainability and stabilization for expansion for micro-businesses.

We are pleased to report that the City is in compliance with Departmental progress standards in the expenditure of its CDBG Line-of-Credit (LOC) balances. The City is required to have no more than 1.5 years of funding available in its LOCC's at the end of the tenth month of its program year. The City's LOCC's balance as of August 2, 2013 was \$911,704.76, which represents 1.42 years of funding.

As a reminder, according to the National Defense Authorization Act of 1991 (P.L.101-510), CDBG grantees have a total of eight years to obligate and expend CDBG funds, counting the three-year obligation period and the additional five years for expenditure. For example, CDBG funds appropriated by Congress in FY 2002 must be obligated (put under funding contract to the grantee) by September 30, 2004 (three years). They must be disbursed by the grantee by September 30, 2009 (FY 2004 + 5 years). If the FY 2002 grant funds are not drawn down from the Line of Credit Control System (LOCCS) by the end of FY 2009, they will be recaptured by HUD and returned to the U.S. Treasury. Also be aware that if a grantee returns funds to an expired grant, the funds are returned to the Treasury and are no longer available in the grantee's LOC. This means grantees lose these funds permanently. Therefore, grantees who need to return funds to their LOC and credit those funds to an expired grant should contact the Miami Field Office for instructions.

Performance Measurement

In September 2004, CPD Notice 03-09 was sent to all grantees in reference to Local Performance Measurement Systems for CPD Formula Grant Programs. In this notice it strongly recommends the use of a performance measurement system in order to account for

productivity and program impact. Productivity displays the quantity, quality, and time a grantee undertakes activities. Program impact reflects how activities yield desired outcomes within the community and the persons assisted. The Field Office reiterated the importance of determining whether the City is currently using a performance measurement system, developing a system, or has not yet developed a system.

Beginning October 1, 2006, each Consolidated Annual Performance and Evaluation Report (CAPER) or Performance and Evaluation Report (PER) should include the status of the grantee's efforts toward implementing a performance measurement system as described in the Federal Register Notice dated March 7, 2006. All CAPER or PER reports should provide a description of how the jurisdiction's program provided new or improved availability/accessibility, affordability, sustainability of decent housing, a suitable living environment, and economic opportunity. The CAPER/PER must include a comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives.

A review of the IDIS CDBG Performance Measures Report (PR83) and the Housing Performance Report (PR85) disclosed that the City is inputting data for its activities.

Fair Housing and Equal Opportunity (FHEO)

The Office of Fair Housing and Equal Opportunity (FHEO) is required to conduct an analysis of each grantee's Consolidated Annual Performance Evaluation Report (CAPER) to ensure compliance with the civil rights requirements to affirmatively further fair housing as required in 24 C.F.R. 91.225(a)(1), 91.325(a)(1), and 91.425(a)(1)(I). Affirmatively furthering fair housing means that each grantee will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, taken appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions taken in this regard. Additionally, the *Fair Housing Planning Guide* is available on the Hudweb at:

<http://www.hud.gov/office/fheo/affirmative.cfm>

The *Fair Housing Planning Guide* contains valuable information, which may assist you in your revisions and future CAPER, and Annual Action Plan submissions.

The FHEO evaluation of the City's FY 2012 CAPER submission was based, in part, on their review of various Civil Rights Certifications; the Analysis of Impediments (AI); geographic distribution and areas of minority concentrations along with program benefit for minority persons and persons with disabilities.

It appears as if the City is meeting FHEO Civil Rights Related program requirements, as well as HUD regulations at 24 CFR 91.520 and no issues or concerns were identified.

Office of Public and Indian Housing (OPIH)

The Office of Public Housing (OPIH) was also required to conduct an analysis of the City's FY 2012 Consolidated Annual Performance Evaluation Report (CAPER). This request was intended for the accuracy of any data shown for the local PHAs, the *City's* housing inventory and the plan in general. The Office of Public and Indian Housing review revealed no concerns.

The Housing and Economic Recovery Act of 2008 And The American Recovery and Reinvestment Act of 2009 Programs*

Neighborhood Stabilization Program (NSP-1)

The Neighborhood Stabilization Program (NSP-1) was authorized under the Housing and Economic Recovery Act (HERA) of 2008.

The City of Miramar received \$9,312,658.00 in NSP-1 fiscal year 2009 grant funds and is commended on its performance in expending \$9,562,467 or 106.9% of its NSP-1 grant funds including any program income as of February 3, 2014 which assisted seventy-seven (77) households that benefited low, moderate, and middle income persons in the areas of greatest need.

The regulation requires that ... "no less than 25% of the funds appropriated or otherwise made available for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose income do not exceed 50% of area median income."

We are pleased to report that the City has met both the 100% NSP grant expenditure and the 25% for Low Income Households (LH25) set-aside expenditure requirements as of February 3, 2014. This performance exceeds Departmental standards.

The City reported that it received \$2,276,066.00 program income (PI); as you are aware, program income must be disbursed prior to any draw-down of grant funds. In addition, the City should maintain documentation (i.e. spreadsheets, reports, receipts, etc.) to track program income.

Our review determined that the City's Action Plan contained **eligible** activities and meets reporting requirements of the NSP-1 program.

Neighborhood Stabilization Program (NSP-3)

The City of Miramar received \$2,321,827.00 in NSP-3 fiscal year 2011 grant funds and has expended \$2,130,302.00 or 91.8% of its NSP3 grant funds including any program income as of February 3, 2014 which assisted twelve (12) households that benefited low, moderate, and middle income persons in the areas of greatest need. This performance meets Departmental standards.

The regulation requires that ... “no less than 25% of the funds appropriated or otherwise made available for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose income do not exceed 50% of area median income.” As of February 3, 2014, the City has expended \$580,457.00 or 25% of its grant funds including any program income for Low Income Households (LH25).

The City is required to expend 100% of its NSP-3 funds within three years of the date that funds become available to the grantee for obligation, (Dodd-Frank Act) ~ (March 8, 2014).

The City has met both the 100% NSP grant expenditure and the 25% for Low Income Households (LH25) set-aside expenditure requirements as of March 8, 2014. This performance exceeds Departmental standards.

Community Development Block Grant – Recovery (CDBG-R)

The City of Miramar received \$209,883.00 in CDBG-R fiscal year 2009 grant funds, and has expended \$209,883.00 or 100% of its CDBG-R funds. We commend the City for meeting the 100% expenditure deadline date of its CDBG-R grant funds, and ultimately closing out the grant. Though the grant has been closed out, please be reminded that the City remains subject to the recordkeeping and other requirements as follows:

- All records and documents pertaining to this grant will be maintained for a period of 4 years after execution of this closeout agreement or the period required by other applicable laws and regulations related to *affirmatively furthering fair housing-24 CFR 570.506 (g)(1), Lead-Based Paint-Poisoning Prevention Act-24 CFR 570.608, Architectural Barriers Act and Americans with Disabilities Act—24 CFR 570.614, and the Uniform Relocation Act – 24 CFR 570.606.*
- Any real property within the City of Miramar’s control which was acquired or improved in whole or part using CDBG funds in excess of \$25,000 is governed by the principles described in 24 CFR 570.505.
- If any rehabilitated property falls within a flood plain, flood insurance coverage must be maintained for the mandatory period for affected property owners.

- Identify any closeout costs or contingent liabilities subject to payment after the closeout agreement is signed.
- Submit to HUD a Federal Financial Report using Standard Form 425 upon the completion of the final audit and resolution of any finding. HUD maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents.

OVERALL EVALUATION AND CONCLUSION

Our review of the annual performance report indicates that the activities carried out by the City during the program year were generally eligible or otherwise consistent with applicable CDBG, CDBG-R, NSP, regulations.

The City's actions in the program year were consistent with the actions proposed to address identified priority needs. Results in achieving goals that were envisioned in the Consolidated Plan were commendable.

The City's approach to community development activities is comprehensive and creative, and reflects internal coordination and cooperation with its citizens.

To facilitate and expedite citizen access to our performance assessment, we request that you apprise the general public and interested citizen's organizations and non-profit entities, of its availability. If, for any reason, the City chooses not to do so, please be advised that our Office is obligated to make this letter available to the public. We appreciate your cooperation in this matter.

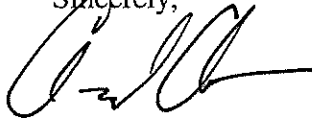
It is also recommended that the City retain this assessment letter and make it available to its Independent Public Accountant (IPA).

In conclusion, as a result of our analysis we have determined that your overall progress is highly satisfactory. This determination is based upon the information available to this office, and does not reflect a comprehensive evaluation of specific activities.

Attached please find important information that would assist you in administering your CPD programs.

This Office is available to assist you in any way possible. If you have any questions regarding this correspondence, or any other program matter, please do not hesitate to contact La Vora B. Bussey, Community Planning and Development Representative at (305) 520- 5007, or via email message at: lavora.b.bussey@hud.gov

Sincerely,



Ann D. Chavis
Director
Community Planning and Development Division

Enclosures

cc: Gustavo Zambrano, AICP, Director of ED&R
Shekeria Brown, CRA
Lisa Bustamante, Program Manager, US HUD

‘GREEN HOUSING CONSTRUCTION’

HUD encourages thoughtful, achievable consideration and implementation of energy efficient and environmentally-friendly elements in the NSP3 program. NSP Notice provides information and guidance on the following Green elements:

- Transit accessibility
- Green building standards
- Reuse of cleared sites
- Deconstruction
- Renewable energy
- Water conservation
- Energy efficient materials
- Healthy homes

HUD provides that a grantee may “require NSP homes to achieve an established environmental or energy efficiency standard such as Green Communities or equivalent.” The following resources are designed to assist grantees in the construction and rehabilitation of green affordable housing. These are provided on the *NSP Resource Exchange* under “Toolkits,” at:

<http://hudnsphelp.info/index.cfm?do=viewToolkitsHome>

- Green Housing Development Guide:
<http://hudnsphelp.info/media/resources/GreenHousingDevelopmentGuide.pdf>
- Sample Housing Rehabilitation Checklist:
<http://hudnsphelp.info/media/resources/HousingRehabilitationChecklist.doc>
- Sample Single-Family Housing Rehabilitation Specifications, including Green Specs
<http://hudnsphelp.info/media/resources/SampleSingleFamilyRehabSpecificationsIncludingGreenSpecs.doc>
- Sample Single-Family Housing Rehabilitation Standard Template:
<http://hudnsphelp.info/media/resources/SingleFamilyHousingRehabilitationStandard.doc> More tools will be added to the resource page as developed.

Additionally, grantees interested in implementing Enterprise Green Communities Criteria can contact Enterprise for further information and assistance via:

www.greencommunitiesonline.org/

“CONSOLIDATED PLAN MANAGEMENT PROCESS - CPMP”

The Office of Management and Budget asked that HUD work with local stakeholders to streamline the Consolidated Plan, making it more results-oriented and useful to communities in assessing their own progress toward addressing the problems of low-income areas. Grantees are encouraged to use the tool formats in developing Consolidated Plans, Action Plans, and annual performance reports.

“MINORITY BUSINESS ENTERPRISES - MBE”

Under executive orders 11625, 12432 and 12138 grantees must subscribe procedures acceptable to HUD for a minority outreach program to ensure that they are making concerted efforts to attract minority groups to the procurement process.

Furthermore, the Office of Small and Disadvantaged Business Utilization (OSDBU) is required to collect and consolidate data on Minority Business Enterprise (MBE) on an annual basis. You are encouraged to utilize Woman's and Minority Business Enterprise participation in all HUD programs. Grantees should submit their information, via email, on HUD form 2516 (Grantee Contract and Subcontract Activity Report). Please note that you may access the forms at: <http://www.hud.gov/offices/osdbu/forms/hud2516.xls>.

2014 TRAINING SURVEY

Please help us to identify the areas of training that could benefit your jurisdiction in operating and managing your CPD program(s). Complete the survey below no later than April 14, 2014, and either email or fax it to your CPD Representative or to John Quade, CPD Representative at john.f.quade@hud.gov or (305) 520-5018.

Please indicate your interest in receiving technical assistance/training below by ranking the importance from the highest (5) to lowest (1).

5 – Very Important 4 – Important 3 – Average 2 – Slightly Important 1 – Not Important

- ☐ Development Finance
- ☐ Relocation and Real Property
- ☐ CHDO Assistance
- ☐ Construction and Rehabilitation Management
- ☐ Economic Development/Section 108
- ☐ Effective Agreements
- ☐ Environmental Review and Compliance
- ☐ Financial Management
- ☐ Efficiency/Green Building
- ☐ Homelessness Issues
- ☐ IDIS
- ☐ Income Determinations
- ☐ Lead-Based Paint Compliance
- ☐ Neighborhood Stabilization Program –NSP (specify): _____
- ☐ Procurement and Contracting
- ☐ Subrecipient Management
- ☐ Using Outcomes to Measure Performance
- ☐ Recordkeeping and Reporting
- ☐ Debarment, Suspension, and Termination
- ☐ Audits
- ☐ Program Monitoring
- ☐ Federal Labor Standards
- ☐ DRGR
- ☐ HMIS
- ☐ Emergency Solutions Grant
- ☐ Basic CDBG Program
- ☐ Advanced CDBG Program
- ☐ Meeting CDBG Timeliness Test Requirements
- ☐ Timesheet Records Compliance
- ☐ Activity Delivery vs. Program Administrative Costs
- ☐ Property Management and Disposition
- ☐ Program Income
- ☐ Basic HOME Investment Partnerships Program
- ☐ Advanced HOME Investment Partnerships Program
- ☐ HOME Match Report/Log

- ☐ Subsidy Layering Review
- ☐ Meeting Commitment/Disbursement/CHDO Set-Aside Deadlines
- ☐ Resale/Recapture Provisions
- ☐ Maximum Purchase Price/After-Rehab Value Compliance
- ☐ Rental Project Compliance
- ☐ Rent Determinations
- ☐ Housing Quality Inspections
- ☐ Affirmative Marketing
- ☐ Accessing HOME and Low-Income Housing Tax Credits (LIHTC) Projects
- ☐ HOPWA (i.e.: reporting, monitoring oversight, financial mgmt.): _____
- ☐ Combining Multiple Community Planning & Development Programs
- ☐ Fair Housing Compliance
- ☐ Civil Rights Compliance Basic CDBG Program
- ☐ Section 504 Compliance
- ☐ Equal Opportunity Compliance
- ☐ Section 3 Compliance
- ☐ Conflict of Interest Determinations
- ☐ eCon Planning Suite
- ☐ Consolidated Plan/Action Plan Preparation
- ☐ Other (Please specify): _____

Management (Overall Management)

The purpose of the review was to determine if the City's system and/or procedures for its CDBG program are used in accordance with program requirements as stated in 24 CFR 570.501(b) and 24 CFR Subpart K.

We reviewed eleven (11) beneficiaries' files under the City's Minor Home Repair program and twenty-three (23) beneficiaries' files for its Purchase Assistance Program. Our review of the files disclosed that they contained the criteria for program acceptance and the designated targeted population served.

The City indicated its written policies and procedures were used to determine eligibility of CDBG activities through the guidance of program requirements in accordance with HUD regulations. Our review revealed no concerns.

Services

The City classifies its housing program under 24 CFR 570.202. The two activities funded with CDBG funds are Minor Home Repair and Purchase Assistance to assist qualified low- and-moderate income households. The Minor Home Repair program provides assistance to qualified income homeowners that need repairs to their house. The Purchase Assistance program provides downpayment subsidy to qualified income applicants to purchase a house. An eight (8) hour counseling course has to be completed successfully by the applicant as a requirement for the Purchase Assistance program. The housing units must meet the environmental and lead hazard standards requirements by HUD.

Beneficiaries

During the monitoring, the beneficiaries' files were reviewed to ensure that there was adequate documentation to show evidence of income qualifications under the City's Purchase Assistance and Minor Home Repair programs, and the applicants' income does not exceed 80% AMI to meet eligibility to participate in the City's programs. Our review revealed that the City uses current income limits posted by HUD to determine if the applicants' can qualify up to 80% AMI. The City requests and verifies documentation to confirm applicants' income with a third party entity, request copies of pay stubs, bank statements, social security information and other pertinent financial information. Based on the review, there were no findings or concerns noted.

Environmental Standards

For the purposes of section 104(g) of the Act, the regulation in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantee assume these environmental review, decision-making, and action responsibilities by execution of grant agreements with the Secretary as stated in the CDBG regulations under 24 CFR 570.604.

Under the City's Minor Home Repair program and Purchase Assistance program, there were a total of thirty-four (34) files reviewed to ensure that the City was following the environmental requirements. In the City's policies and procedures, all properties are required to have thorough environmental reviews as part of its planning process. Each file contained a checklist.

Overall, the City provided adequate documentation to illustrate that environmental reviews were completed. A letter from our office with an executed copy of form 7015.15, (Request for Release of Funds (RROF)), was kept in the file. There were no findings or concerns noted.

Lead- Based Paint (Physical)

In April 22, 2008, Environmental Protection Agency (EPA) issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning in April 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. The City also ensured that the properties that were built pre-1978 were abated for Lead-Based Paint. Under the Minor Home Repair program and Purchase Assistance program, a total of thirty-four (34) files were reviewed to ensure that the City followed the EPA rule under Lead Hazard.

The monitoring review revealed that the City is following the requirements as mandated by the Lead Based Paint rules as per 24 CFR parts 35 and no concerns were noted.

**U.S. Department of Housing and Urban Development**

Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

July 10, 2013

Mr. Gustavo Zambrano, AICP, Director
City of Miramar
Economic Development and Revitalization
2200 Civic Center Place
Miramar, Florida 33025

Subject: Scheduled On-Site Monitoring Visit – FY-2013
Neighborhood Stabilization Programs (NSP1 and NSP3)

Dear Mr. Zambrano:

During the week of May 28, 2013, John Gordon, Community Planning and Development Specialist, conducted an on-site performance evaluation of the City of Miramar's Neighborhood Stabilization Programs (NSP-1 & NSP-3).

The purpose of this review was to determine program compliance with applicable laws and regulations, and to look at Miramar's continuing capacity to carry out its programs in a timely manner. It also provided an opportunity to discuss any problems the City had in administering the NSP Programs. At the exit conference held on June 10, 2013, the results of the review were discussed and the City was provided the opportunity to comment on our initial conclusions.

The enclosed report contains detailed information regarding purpose, requirements, and conclusions reached on each of the indicated number of compliance areas reviewed. The areas selected for this review were:

NSP Programs

1. Financial
2. Management
3. Services

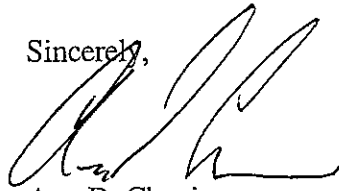
The conclusions are based on information gathered from the City's agency records, HUD administrative files and through interviews with program staff.

The enclosure summarizes the conclusions of the review. It should be noted that the monitoring consists of only a sampling of activities and therefore, does not relieve the city of its responsibility for adequate internal controls of the program to ensure compliance.

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The monitoring review resulted in no findings and no concerns. We would like to compliment City staff for the cooperation and assistance provided during the monitoring process. If you have any questions relating to the review, you may contact John Gordon, Community Planning and Development Specialist at (305) 520-5022 or via e-mail at john.l.gordon@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ann D. Chavis', with a stylized, flowing script.

Ann D. Chavis

Director

Community Planning and Development Division

cc: Lisa Bustamante, Program Manager, USHUD
Shekeria Brown, CRA Community and Economic Development Manager

ENCLOSURE
Neighborhood Stabilization Program (NSP 1 & 3)
City of Miramar, Florida

I. Purpose of Evaluation

The purpose of this review was to conduct an assessment of the City's progress according to the stated goals and objectives of the approved Consolidated Plan and the Neighborhood Stabilization Program (NSP 1 & 3) Action plans, as well as compliance with the applicable Federal regulations. The review included:

- Review of the City's records and other documents related to the program
- Interviews with City's and Community Redevelopment of Florida (CRA) consultant staff

II. HUD Staff Conducting Review

John Gordon, Community Planning and Development Specialist

III. Person Interviewed During the Review

Marty Larsen, CRA President/CEO
Early Johnson, CRA Executive Vice President
Shekeria Brown, Community and Economic Development Manager
Deborah Stevens, Client Services Coordinator
Noemy Sandoval, Grants Manager

IV. Areas Assessed and/or Discussed During this Review

NSP

1. Management
2. Services
3. Financial

V. Area Assessments and Conclusions Drawn

Neighborhood Stabilization Program (NSP-1 & NSP-3)

Overall Management

A review was conducted to assess the City's policies and procedures of its housing rehabilitation program for compliance with HUD's regulations. In FY-2008, the City of Miramar received \$9,312,658 (NSP-1); and in FY-2011 \$2,321,827 (NSP-3) for its Neighborhood Stabilization Programs. The City is undertaking acquisition and rehabilitation program for single family properties and down payment assistance under the Neighborhood Stabilization Program. The program provides financial assistance in the form of zero percent deferred loans with an affordability period ranging from 5 to 15 years. A total of eleven (11) single family files were reviewed.

Our review revealed that the City utilized HUD's Section 8 income limits appropriately for the Fiscal Year reviewed where HUD funds were provided to determine eligibility of applicants. In addition, the City provided its current list of qualified contractors. The City's contractors are verified to ensure they are not on HUD's limited denial participation (EPLS) list. A copy of the contractors' status from the EPLS list is placed in each file. There are no findings or concerns noted.

Recordkeeping

Each recipient shall establish and maintain sufficient records to enable the Secretary to determine whether the recipient has met the requirements of this part. Grantees are responsible for keeping accurate records and securing files in accordance to 24 CFR 570.506. During the monitoring visit, staff reviewed clients files for eligibility. The appropriate documentation, such as income verification, lead based paint review inspections, vouchers, mortgage notes, insurance, and signage of documentation by all parties was in each file. There are no findings or concerns noted.

Reporting

Grantees must submit Quarterly Performance Reports (QPRs) and post them on their websites, enabling advocates to continue to monitor the use of NSP1 and NSP3 funds and ensure that they are being used to help preserve and create affordable housing. During this monitoring review period, the City submitted its QPRs timely and posted on its website for public review.

Financial Management:

This portion of the monitoring review entailed a limited review of financial management under overall management. The documentation reviewed related to purchases and cash transactions matched the City's Oracle system with HUD's LOCCS and DRGR reports. Time and attendance records were also reviewed and found to be in compliance with federal regulations. Additionally, we noted that there have been no findings covering the most recent three program years issued by an Independent Auditor. There are no findings or concerns noted.

The City of Miramar was awarded \$9,312,658.00 (NSP 1) and \$2,321,827 (NSP 3) for designated areas of greatest need within the City's boundaries. The plan submitted by the city included the

following activities: 1) acquisition & rehabilitation of foreclosed single family homes for resale; 2) down payment assistance for Low Moderate Middle Income (LMMI) individuals and families with income no greater than 120% of the area medium income and 3) planning and administration.

As of May 28, 2013, the Disaster Recovery Grant Reporting System (DRGR) showed that the City of Miramar has drawn down including program income \$9,776,483.86 or 105% of its NSP-1 award amount of \$9,312,658 including program income. In the most recent Quarterly Performance Report (QPR), Miramar has reported expenditures of \$9,776,483.86 or 105%.

As of May 28, 2013 the Disaster Recovery Grant Reporting System (DRGR), showed that the City of Miramar has drawn down \$1,577,070.86 or 67.92% of its NSP-3 award amount of \$2,321,827 including program income. In the most recent Quarterly Performance Report (QPR), Miramar has reported expenditures of \$1,169,774.42 or 50.4%.

Financial Mechanism and Rehabilitation of Properties

I reviewed the City's Neighborhood Stabilization Program in accordance with the Department's policy in administering acquisition, rehabilitation, and down payment assistance for homeownership; which emphasizes, as a priority, the stabilization of areas of greatest need through the purchase of foreclosed properties. Our review of eleven (11) files and eleven (11) on-site visits disclosed the following:

- 1.) Each property acquired was a foreclosed unit, purchased by the City from a financial institution.
- 2.) Each property purchased price was at least 1% below the appraised value. Appraisals utilized were within the 60 day time frame limit from the final offer.
- 3.) Each file contained an approved environmental review.
- 4.) Each file contained documentation to support vacancy prior to purchase.
- 5.) Each address matched information that was entered in the DRGR system.
- 6.) Work write-ups detailing the planned rehabilitation were included in each file.
- 7.) Fair housing literature was placed in each file reviewed.

Under the City's NSP-1 program, properties were rehabilitated to ensure compliance with Housing Quality Standards, as well to enhance marketability and energy efficiency requirements. A total of eight (8) files were reviewed and eight (8) on-site visits were made. At the time of the monitoring visit, the City had expended 105 % of its NSP 1 allocation plus program income and 69.52% of the funds allocated for beneficiaries (LH-25) with household income at or below 50% of Area Median Income plus program income.

Under the City's NSP-3 program, properties were rehabilitated to ensure compliance with Housing Quality Standards, as well to enhance marketability and energy efficiency requirements. A total of three (3) files were reviewed and three (3) on-site visits were made. At the time of the monitoring visit, the City had expended 67.92% % of its NSP-3 allocation plus program income and 67.52% of the funds allocated for beneficiaries (LH-25) with household income at or below 50% of Area Median Income.

The City met the 100% expenditure deadline requirement for its NSP-1 program by the deadline date of March 2, 2013. The City met the 50% expenditure deadline requirement for its NSP-3 program by the deadline date of March 8, 2013 and is on schedule to meet the 100% expenditure deadline date of March 8, 2014. There were no findings or concerns noted.

National Objective and Continued Affordability

The purpose of this review was to verify that the City met the criteria and maintained records in determining the national objectives as required by 24 CFR 570.208 – Criteria for national objective. The national objective of the activities that the City has undertaken is to benefit Low, Moderate, and Middle Income (LMMI) households as allowed by NSP. A review of the City's files revealed the recipients were qualified for assistance based on the documented household income. The review of the City's NSP1 Program revealed that the City consistently followed the same procedural standards to ensure that the documentation provided met eligibility and was in compliance with the NSP1 HERA Act. There were no findings or concerns noted.



**TAB 4
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 25 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, our staff is multi-lingual, speaking English, Spanish and Creole.



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 three principals of the company serve as review partners 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 25 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.

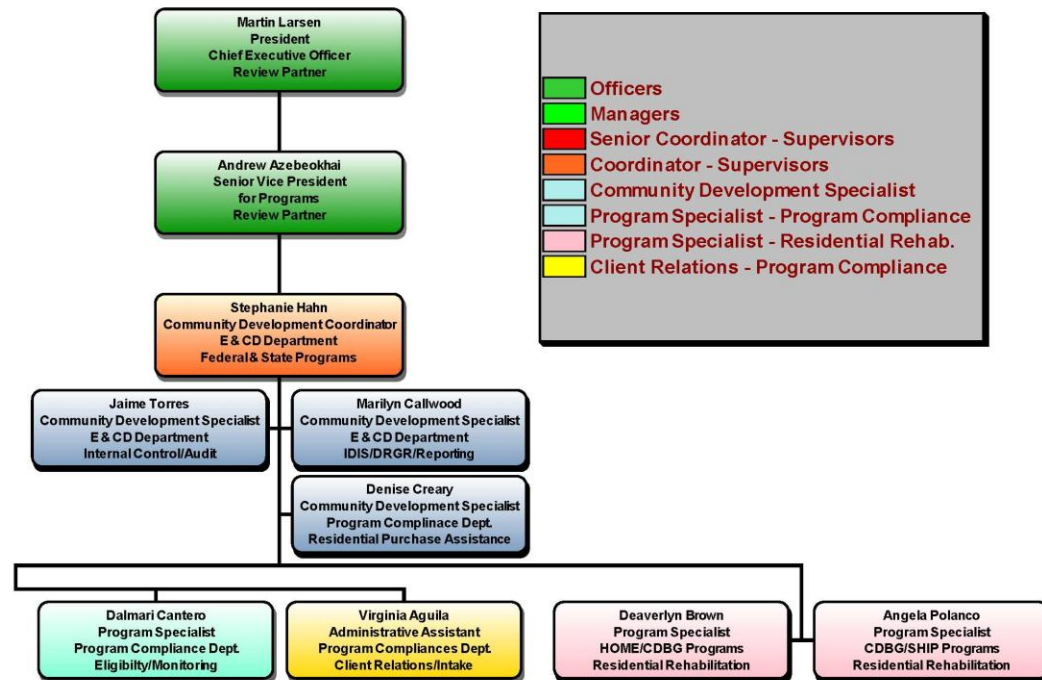
Financial Capacity - Cont.

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 the subject of a lawsuit or judgment.

Community Redevelopment Associates of Florida, Inc.
Operational Reporting

Effective 08/01/15





Our Leadership Team and Staffing

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
- Licensed Mortgage 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 – Present
- 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

Andrew Azebeokhai
Senior Vice-President – Programs

Mr. Azebeokhai is an experienced coordinator and moderator of workshops in both classroom and non-classroom settings. As an adjunct professor for Florida Memorial College, he gained valuable experience as moderator in classroom-type setting. As CRA's Programs Manager, Mr. Azebeokhai is responsible for the daily implementation of all client programs. He is also charged with instructing clients on important aspects of State and Federal Programs. The programs coordinated by Mr. Azebeokhai have received positive recognition from the Miami Herald, the Sun-Sentinel and the Annual Report from the Florida Housing Finance Agency (now the Florida Housing Finance Corporation).

Qualifications and Prior Experience

- Voorhees College, (Bachelor of Science) South Carolina
- St. Thomas University, (Masters Degree) Miami, Florida
- Member: Steering Committee; State Housing Initiative Partnership (SHIP)
- Professor (Adjunct): Florida Memorial College, Miami, FL.

Example Projects

- SHIP Programs Administrator: Cities of Pembroke Pines, Miramar, Plantation, Coconut Creek and previously, Sunrise, Lauderhill and Tamarac
- CDBG Programs Administrator: Cities of Pembroke Pines, Miramar, Plantation, Coconut Creek and previously, Sunrise, Lauderhill and Tamarac
- Local Housing Assistance Plan (LHAP): Cities of: Pembroke Pines, Lauderhill, Margate, Tamarac, Deerfield Beach, Plantation, and Miramar.
- Consolidated Plan Preparation: Cities of: Pembroke Pines, Margate, Deerfield Beach, Sunrise, and Tamarac.
- Single-Family Residential Rehabilitation, Cities of Pembroke Pines, Lauderdale Lakes, Sunrise, Miramar, Tamarac, Plantation, Pompano Beach, Cooper City
- First-Time Home-Buyer Program, Cities of Pembroke Pines, Lauderdale Lakes, Tamarac, Plantation, Miramar, Sunrise, Coconut Creek

Community Service

- Member, Broward County Local Housing Partnership
- Member, Broward Affordable Housing Task Force
- Member, METT--Minority Economic Think Tank
- Member, Florida Housing Finance Agency (FHFA)/Steering Committee SHIP Report
- Director, Caribbean-American Chamber of Commerce
- Director, Caribbean-American Democratic Club

Stephanie L. Hahn
Community Development Coordinator

As Community Development Coordinator, Ms. Hahn manages all aspects of grant management, administration, and implementation on behalf of CRA's clients. Her main area of focus is on the design of policy, procedures and standards to meet the needs of the community, clients, and Federal and State regulatory agencies. She also conducts program and staff assessments to ensure community and client goals are being met. Additionally, she coordinates all planning related functions.

Qualifications and Prior Experience

- Florida International University (Bachelor of Business, Bachelor of International Business) Miami, FL
- FHC - Income Certification Training (January 2013)
- HOME Program – CHDO Training and Capacity Building Workshop (July 2013)
- HOME Program – IDIS for HOME PJs (October 2013)
- U.S. Dept. of Labor – Prevailing Wage Seminar (December 2013)
- CDBG Program – NCDA CDBG Basics (March 2014)
- CDBG Program – Allocating Staff Costs (March 2014)
- CDBG Program – Advanced eCon Planning Suite & IDIS Reporting (November 2014)
- CDBG Program – Effective Management of CDBG Subrecipients (December 2014)
- U.S. Dept. of Labor – Davis-Bacon Implementation Training (December 2014)

Example Projects

- 2008 & 2011 - Neighborhood Stabilization Program: Pembroke Pines, Miramar and Coral Springs, FL.
- 2013 & 2014 - CDBG - Annual Action Plans: City of Pembroke Pines, Miramar and Coconut Creek and Deerfield Beach, FL. Annual Action Plans are required by the U.S. Department of Housing Development for entitlement cities that receive federal funding (CDBG) for community development projects.
- 2012 & 2013 - CDBG - Consolidated Annual Performance Evaluation Reports (CAPER): City of Pembroke Pines, Miramar and Coconut Creek and Deerfield Beach, FL. Consolidated Annual Performance Evaluation Reports (CAPERs) are required by the U.S. Department of Housing Development for entitlement cities that receive federal funding (CDBG) for community development projects.
- Comprehensive Home Repair & Disaster Mitigation Programs - Coordinate with Housing Programs Specialists to provide quality housing repairs for programs funded with CDBG, SHIP and/or HOME program dollars.
- Broward County HOME Consortium Housing Rehabilitation Program - Single family-housing rehabilitation for 4 Broward County FL cities (Miramar, Pembroke Pines, Coconut Creek and Deerfield Beach).
- Miramar FL Economic Incentive Programs (Commercial Rehabilitation and Job Creation) - Commercial facade and micro-enterprise job creation and retention.

Hahn Cont.

- Environmental Reviews – Manage preparation of Environmental Review Records for Federally assisted projects in all client cities. Environmental reviews are conducted for all projects – including Format II reviews when appropriate.

Marilyn D. Callwood
Community Development Specialist

As Community and Economic Development Specialist, Mrs. Callwood facilitates all aspects of grant management, administration, and implementation on behalf of CRA's clients. Her main area of focus at this time is the creation and submission of grant planning and reporting documents for clients and Federal and State regulatory agencies. She also conducts program and staff assessments to ensure community and client goals are being met.

Qualifications and Prior Experience

- Nova Southeastern University (Bachelor of Science, Legal Studies) Fort Lauderdale, FL
- Licensed Florida Real Estate Agent 2013 to Present
- Licensed Florida Notary 2005 to Present

Example Projects

- 2007 – Title I Supplemental Education Services Grant Application & Implementation McKnight Doctoral Fellowship Program.
- 2007 - Florida Education Fund Grant Application and Implementation. Summer Enrichment Program.
- 2008 – Institute of Education Sciences: Urban League of Broward County
- 2015 – CDBG Action Plans, Strategic Plans and Citizen Participation Plans: City of Miramar, City of Pembroke Pines, and City of Coconut Creek
- 2015-2019 – CDBG Consolidated Plans: City of Miramar, City of Pembroke Pines, and Coconut Creek
- 2016-2019 - SHIP Local Housing Assistance Plan: Pembroke Pines, Miramar and Coconut Creek
- Broward County HOME Consortium Housing Rehabilitation Program - Single family-housing rehabilitation for 4 Broward County FL cities (Miramar, Pembroke Pines, Coconut Creek)
- Miramar FL Economic Incentive Programs (Commercial Rehabilitation and Job Creation) - Commercial facade and micro-enterprise job creation and retention.
- Environmental Reviews – Manage preparation of Environmental Review Records for Federally assisted projects in all client cities. Environmental reviews are conducted for all projects – including Format II reviews when appropriate.

Professional Affiliations

- Member, Miami Realtors Association – Present
- Member, National Association of Female Executives – 2010-2013

Civic

- President Phi Alpha Delta Pre-Law Fraternity – Nova Southeastern University – 2004-2006
- Nova Southeastern University Alumni Association - Present
- Red Cross Disaster Volunteer – Present
- Assistant Director, Miramar Optimist Cheerleading - Present

<u>Staffing</u>	<u>Position</u>	<u>Responsibilities</u>
Martin R. Larsen	President/CEO	Review Partner
Andrew Azebeokhai	Senior Vice President	Review Partner
Stephanie Hahn	Community Development Coordinator	Supervises all staff. Develops program policy and implementation procedures. Primary project contact. Responsible for comprehensive IDIS and DRGR reporting
Marilyn Callwood	Community Development Specialist	Consolidated Plan and Action Plan preparation; Environmental reviews and technical assistance.
Jaime Torres	Community Development Specialist Budget and Financial Management	Maintains budget and financial controls relating to client expenditures. Tracks and reports on MWBE requirements. Liaison to client Finance Departments.
Denise Creary	Community Development Specialist Program Compliance Department	Coordinates applications and residential closing activities for Purchase assistance programs.
Dalmari Cantero	Program Specialist – Program Compliance	Processes program applications, completes third party-verifications, income certifies applicants.
Angela Polanco	Program Specialist – Residential Rehabilitation	Manages individual scattered site residential rehabilitation projects.
Deaverlyn Brown	Program Specialist – Residential Rehabilitation	Manages individual scattered site residential rehabilitation projects .
Virginia Bermudez	Administrative Assistant – Client Relations Program Compliance Dept.	Facilitates application intake, facilitates Contractor Bid submissions, answers general applicant questions. Provides general administrative support.



Staff Training and Continuing Education

Management Team Ongoing Training and Continuing Education

Andrew Azebeokhai

- ✚ Certificate - Conference on Growth Management/Development Patterns, Lincoln Institute of Land Policy
- ✚ Certificate - Conference on Affordable Housing, Shimberg Institute, University of Florida
- ✚ Certificate of Completion - Enhancing Your Affordable Housing Strategies - Florida Department of Community Affairs
- ✚ Certificate - U.S. Housing and Urban Development Lead Based Inspector Training Course
- ✚ Certificate of Training Excellence - Occupational Safety and Health Administration
- ✚ Certificate of completion - U.S. Housing and Urban Development Environmental Review Training Course
- ✚ U.S. HUD - Training on Community Development Block Grant and HOME administration

Stephanie L. Hahn

- ✚ FHC - Income Certification Training (January 2013)
- ✚ HOME Program – CHDO Training and Capacity Building Workshop (July 2013)
- ✚ HOME Program – IDIS for HOME PJs (October 2013)
- ✚ U.S. Dept. of Labor – Prevailing Wage Seminar (December 2013)
- ✚ CDBG Program – NCDA CDBG Basics (March 2014)
- ✚ CDBG Program – Allocating Staff Costs (March 2014)
- ✚ CDBG Program – Advanced eCon Planning Suite & IDIS Reporting (November 2014)
- ✚ CDBG Program – Effective Management of CDBG Subrecipients (December 2014)
- ✚ U.S. Dept. of Labor – Davis-Bacon Implementation Training (December 2014)

Marilyn Callwood

- ✚ Real Estate Title & Closing – Attorney's Title Fund Broward (2006)
- ✚ Management Training – Urban League of Broward County (2008)
- ✚ Proposal Writing & Grant Research – Urban League of Broward County (2008)
- ✚ Documentation Tools and Techniques – Children's Services Council of Broward (2008)
- ✚ Public Speaking & Effective Presentations – Children's Services Council of Broward (2008)
- ✚ Advance Quantum Programming and Training – Component Control (2010)
- ✚ U.S. Dept. of Labor Prevailing Wage Seminar – (2015)
- ✚ Effective Management of CDBG Sub recipients (2015)
- ✚ Davis-Bacon Training Course (2015)
- ✚ CHDO Set Aside Reservation (2015)
- ✚ Econ Planning Suite Advanced Course (2015)
- ✚ Econ Planning Suite Beginner Course (2015)

Staff Training and Continuing Education

Effective Written Agreements [ICF- HUD]

✚ Andrew Azebeokhai

Recapture and Resale [ICF- HUD]

✚ Andrew Azebeokhai

Income Certification Training [DCA – FHFC – HUD]

✚ Andrew Azebeokhai
✚ Angela Polanco
✚ Deaverlyn Brown
✚ Dalmari Cantero
✚ Denise Creary
✚ Marilyn Callwood
✚ Stephanie Hahn
✚ Virginia Bermudez



HOME Program Specialist Regulation Training [ICF –HUD CPD]

✚ Deaverlyn Brown

Program Administration for Home Ownership [SHIP – FHC]

✚ Andrew Azebeokhai

My Safe Florida Home WINGS Training

✚ Jaime Torres

Building HOME Training [HUD]

✚ Andrew Azebeokhai
✚ Stephanie Hahn

Housing Rehabilitation Workshop [SHIP - FHFC - DCA]

✚ Andrew Azebeokhai

Non-Profit Training Workshop [SHIP - FHFC - DCA]









✚ Andrew Azebeokhai

Housing 101 Workshop [SHIP - FHFC - DCA]

✚ Andrew Azebeokhai

Integrated Disbursement and Information System (IDIS) [HUD]

✚ Martin Larsen
✚ Andrew Azebeokhai
✚ Stephanie Hahn
✚ Marilyn Callwood

Staff Training and Continuing Education (Continued)**Consolidated Plan Training and Program Management [HUD]** Martin Larsen**Creating Homeownership Opportunities: HOME, HOPE 3, and CDBG [HUD]** Martin Larsen**HUD Lead Based Paint Reduction Training [HUD]** Andrew Azebeokhai**CDBG Timeliness Conference Training [HUD]** Andrew Azebeokhai**Labor Relations / Davis-Bacon Compliance Training [HUD]** Andrew Azebeokhai Stephanie Hahn Marilyn Callwood Zuleyka Malave Denise Creary**Environmental Review Procedures for Responsible Entities [HUD]** Andrew Azebeokhai**Fair Housing Training** Martin Larsen Andrew Azebeokhai**OSHA Workplace Safety Training** Andrew Azebeokhai**Lincoln Institute of Land Policy – Growth Management, Development Patterns and Urban Sprawl** Martin Larsen Andrew Azebeokhai**Shimberg Institute for Affordable Housing – Summer Institute** Andrew Azebeokhai





Example Projects

Example Projects

City of Pembroke Pines

Beginning 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. 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 approaches \$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 undertakes all day-to-day activities, monitoring, reporting, administration, planning and fiscal management. The total grant funds administered on the City's behalf approaches \$27,000,000.

City of Plantation

In 1998, CRA wrote the City's first Local Housing Assistance Plan. We administer, manage and implement the City's residential rehabilitation, purchase assistance and foreclosure prevention programs and as well as the newly developed rental assistance program. The total grant funds administered on the City's behalf approaches \$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 currently administer the City's residential rehabilitation program and provide overall Federal and State grant program management. The total grant funds over the life of the engagement will approximate \$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. As of this writing, 29 properties have closed and have been transitioned to residential rehabilitation and another 13 are scheduled to close. 100% of the funds were obligated for the program. CRA currently implements residential rehabilitation and hardening programs under a combined CDBG/DRI 1 contract.

Clients Past and Present

Responsibility	Client	Tenure	Project \$
Administrator – Consultants: Community Development Block Grant (CDBG) Program.	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	1994 - Present	\$8,970,819
Administrator – Consultants: Neighborhood Stabilization Program 1 (NSP)	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	2008 - Present	\$4,398,575
Administrator – Consultants: Neighborhood Stabilization Program 3 (NSP)	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	2010 - Present	\$2,330,542
Administrator – Consultants: State Housing Initiative Partnership (SHIP) Program. Coordinated the SHIP certification process.	City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	1993 - Present	\$12,595,952
Consultant: Prepared the Consolidated Plan as required under the Community Development Block Grant (CDBG) Program for all Entitlement Jurisdictions.	City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	1994, 1999, 2005, 2010	NA
Consultant: Identified alternative funding sources for the City of Pembroke Pines' Senior Tower Residential Complex. This included identifying and evaluating all sources to determine the best source of funding for the project.	City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	1992	\$10,200,000
Consultant: Prepared "Analysis of Impediments to Fair Housing" as required of entitlement jurisdictions by HUD and Grant Administration	City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	1997, 2003, 2010	NA
Consultant: Successfully applied for the State of Florida's Pre-Development Loan Program (PLP), to support development costs associated with the City's planned Senior Tower Residential Complexes.	City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	1994	\$500,000
Administrator – Consultants: Disaster Recovery Initiative 1	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	2006 - Present	\$689,283

Administrator – Consultants: Disaster Recovery Initiative II	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	2010 - Present	\$461,101
Administrator – Consultant: HOME Program Residential Rehabilitation	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	2006 - Present	\$591,053
Administrator – Consultant: Dept. of HUD CDBG-R Program	City of Pembroke Pines 10100 Pines Boulevard, Pembroke Pines, FL 33026 Dave Frank (954) 435-6500	2009 - Present	\$240,099
Administrator - Consultants: State Housing Initiative Partnership (SHIP) Program. Coordinated the SHIP certification process.	City of Miramar 2200 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 602-3274	1998 - Present	\$7,026,112
Administrator - Consultant: Community Development Block Grant (CDBG) Program	City of Miramar 220 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 967-1600	2000 - Present	\$5,835,228
Administrator – Consultant: Neighborhood Stabilization Program 1 (NSP)	City of Miramar 220 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 967-1600	2008 - Present	\$9,312,658
Administrator – Consultant: Neighborhood Stabilization Program 3 (NSP)	City of Miramar 220 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 967-1600	2010 - Present	\$2,321,827
Administrator – Consultant: HOME Program Residential Rehabilitation	City of Miramar 220 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 967-1600	2008 - Present	\$753,015
Administrator – Consultant: Disaster Recovery Initiative I	City of Miramar 220 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 967-1600	2008	\$407,464

Administrator – Consultant: Dept. of HUD CDBG-R Program	City of Miramar 220 Civic Center Place Miramar, FL. 33025 Gus Zambrano, AICP (954) 967-1600	2009 - Present	\$209,887
Administrator- Consultants: Neighborhood Stabilization Program 1 (NSP)	City of Coral Springs 9551 West Sample Rd. Coral Springs, FL 33065 Susan Hess (954) 344-1160	2008 – Present	\$3,378,142
Administrator- Consultants: Disaster Recovery Initiative 1	City of Coral Springs 9551 West Sample Rd. Coral Springs, FL 33065 Susan Hess (954) 344-1160	2010 - Present	\$430,298
Administrator – Consultants: Community Development Block Grant (CDBG) Program.	City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063 Mr. Scott Stoudenmire (954) 973-6756	2008 - Present	\$1,483,120.
Administrator – Consultants: State Housing Initiative Partnership (SHIP) Program	City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063 Mr. Scott Stoudenmire (954) 973-6756	2008 - Present	\$465,319
Administrator – Consultants: Workforce Affordable Housing Program	City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063 Mr. Scott Stoudenmire (954) 973-6756	2008 - Present	\$980,000
Administrator – Consultants: CDBG Purchase Assistance program	City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063 Scott Stoudenmire (954) 973-6756	2006	\$355,572
Consultant: Providing direct service and contractor management for HOME Consortium Single-Family residential rehabilitation program.	Broward County 115 South Andrews Avenue, Room 311 Fort Lauderdale, FL 33301 Suzanne Fejes (954) 357-5805	2006 - Present	\$2,681,377
Consultant: Providing direct service and contractor management Florida SHIP Disaster Program.	Broward County 115 South Andrews Avenue, Room 311 Fort Lauderdale, FL 33301 Ms. Mildred Reynolds (954) 765-5336	2007- Present	\$755,842

Consultant – Providing direct delivery services DRI 1 program	Broward County 115 S. Andrews Avenue, Room 329B, Fort Lauderdale, FL 33301 Yvette Lopez (954)357-6612	2011 - present	\$1,000,000
Consultant: Prepared the “Unincorporated Area Neighborhood Study” (<u>South County Annexation</u>)	Broward County 115 S. Andrews Avenue, Room 329B, Fort Lauderdale, FL 33301 Ralph Stone (954)357-6612	1998 - 1999	NA
Consultant: Annexation study for the South County Area of Broward County	Broward County 115 S. Andrew Avenue, Room 329K Fort Lauderdale, FL 33301 Ralph Stone (954) 357-6612	2003	NA
Consultant: Prepared “Unincorporated Area Neighborhood Study” (<u>North-Central County Annexation</u>)	Broward County 115 S. Andrew Avenue, Room 329K, Ft. Lauderdale, FL 33301 Ralph Stone (954) 357-6612	1999	NA
Administrator – Consultants: State Housing Initiative Partnership (SHIP) Program. Coordinated the SHIP certification process.	City of Plantation 400 NW 73 rd Avenue Plantation, FL. 33317 Patrick Haggerty (954) 797-2246	1998 - Present	\$7,203,460
Administrator: Small Cities Community Development Block Grant (CDBG) Program	Cooper City 9090 Southwest 50 th Place, Cooper City, FL 33329-0910, Horacio Montes de Oca (954) 434-4300	2000 - Present	\$419,000
Administrator – Consultants: State Housing Initiative Partnership (SHIP) Program. Coordinated SHIP certification process.	City of Sunrise 10770 West Oakland Park Blvd., Sunrise, FL. 33351 Tom Kassawara (954) 746-3291	1998 - 2001	\$526,929
Administrator – Consultants: Community Development Block Grant (CDBG) Program.	City of Sunrise 10770 West Oakland Park Blvd., Sunrise, FL. 33351 Tom Kassawara (954) 746-3291	1999 - 2001	\$2,495,756
Consultant: Prepared the City’s Consolidated Plan as required under the Community Development Block Grant (CDBG) Program for all Entitlement Jurisdictions	City of Sunrise 10770 West Oakland Park Blvd., Sunrise, FL. 33351 Tom Kassawara (954) 746-3291	1999	NA

Consultant: Prepared the City's Consolidated Plan as required under the Community Development Block Grant (CDBG) Program for all Entitlement Jurisdictions	City of Tamarac 7525 NW 88 th Avenue Tamarac, FL. 33321 J. Christopher Reed (954) 724-1292	2000	NA
Administrator - Consultants: Community Development Block Grant (CDBG) Program	City of Tamarac 7525 NW 88 th Avenue Tamarac, FL. 33321 J. Christopher King (954) 724-1292	2000 - 2004	\$1,381,600
Consultant: Prepared "Analysis of Impediments to Fair Housing" as required of entitlement jurisdictions by HUD and Grant Administration	City of Tamarac; 7525 NW 88 th Avenue Tamarac, FL. 33321 J. Christopher King (954) 724-1292	2003 - 2004	N/A
Consultant: Prepared application for proposed Capital Improvement projects in response to Broward County Community Development Division Request for Funding under the CDBG Program.	City of Tamarac 7525 NW 88 th Avenue Tamarac, FL. 33321 J. Christopher King (954) 724-1292	1998 - 2004	\$244,217
Administrator – Consultants: State Housing Initiative Partnership (SHIP) Program. Coordinated the SHIP certification process.	City of Tamarac 7525 NW 88 th Avenue Tamarac, FL. 33321 J. Christopher King (954) 724-1292	1998 - 2004	\$2,743,728
Consultant: Prepared a successful challenge to the U.S. Bureau of the Census estimate of its population which allowed it to become an entitlement community.	City of Margate 5790 Margate Blvd. Margate, FL 33063 Len Golub (954) 972-6454	1996 - 1997	NA
Consultant: Prepared the Consolidated Plan as required under the Community Development Block Grant (CDBG) Program for all Entitlement Jurisdictions	City of Margate 5790 Margate Blvd. Margate, FL 33063 Len Golub (954) 972-6454	1998 - 2000	\$410,000
Consultant: Prepared the Local Housing Assistance Plan as required by the State Housing Initiative Partnership (SHIP) Program.	City of Margate 5790 Margate Blvd. Margate, FL 33063 Len Golub (954) 972-6454	1998 - 1999	\$300,655
Administrator – Consultants: Purchase Assistance and Minor Home Repair Programs under the CDBG Urban County Program	City of Lauderdale Lakes 4300 NW 36 th Street Lauderdale Lakes, FL. 33319-5599 Christina Samuels (954) 731-1212	1998 - 2001	\$300,000

Consultant: Prepared four applications for proposed projects in response to Broward County Community Development Division Request for Funding under the CDBG and HOME Program	City of Lauderdale Lakes 4300 NW 36 th Street Lauderdale Lakes, FL. 33319-5599 Christina Samuels (954) 731-1212	1998	\$466,940
Administrator – Consultants: Community Development Block Grant (CDBG) Program.	City of Lauderdale 2000 City Hall Drive Lauderhill, FL 33313 Lurleen Evans (954) 730-3019	1997- 1999	\$712,000
Administrator – Consultants: State Housing Initiative Partnership (SHIP) Program. Coordinated the SHIP certification process.	City of Lauderdale 2000 City Hall Drive Lauderhill, FL 33313 Lurleen Evans (954) 730-3019	1998 - 2000	\$290,000
Consultant: Feasibility analysis for informal challenge to U.S Bureau of the Census population estimate.	City of N. Lauderdale 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 Ms. Tammy Reed-Holguin (954) 724-7048	2006 - 2007	N/A
Consultant: Prepared a successful Flood Mitigation Assistance grant.	Town of Golden Beach 1 Golden Beach Drive Golden Beach, FL 33160 Robert “Skip” Johnston (305) 933-3825	1997	NA
Consultant: Coordinated the Consolidated Planning process	City of Pompano Beach 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 Phyllis Korab (954) 786-4504	2005 - 2006	\$350,000
Administrator – Consultants: Small Cities CDBG Program. Responsibilities included Citizen Participation process, Resident Surveys, Environmental Review, Public Notice, Application Submission and Program Administration.	City of Groveland 156 South Lake Avenue Groveland, FL 34736 Sayward Sherburne (352) 429-2141	1995	\$500,000
Consultant: Additional annexation studies for the South County Area of Broward County	Town of Pembroke Park 3150 SW 52 nd Avenue, Pembroke Park, FL, 33023 Dr. Robert Levy (954) 966-4600	2003 - 2004	NA

Consultant: Prepared a successful challenge of the U.S. Bureau of the Census estimate of its population which allowed it to become an Urban County.	Collier County 2800 North Horseshoe Drive Naples, Florida 34104 Dan Blalock (941) 403-2330	1999 - 2000	NA

CRA cannot warranty that individual reference contacts continue to be employed by the respective clients or hold the same positions.

ALL PROJECTS SHOWN WERE COMPLETED AT OR BELOW BUDGET - ALL ONGOING PROJECTS ARE AT OR BELOW BUDGET

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**TAB 6
OTHER COMPLETED
DOCUMENTS AND FORMS**



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

Vendor Information Form

Operating Name (Payee)	Community Redevelopment Associates of Florida Inc.		
Legal Name (as filed with IRS)	Community Redevelopment Associates of Florida Inc.		
Remit-to Address (For Payments)	8569 Pines Blvd. Ste. 201 Pembroke Pines FL 33024		
Remit-to Contact Name:	Andrew Azebeokhai	Title:	Sr. Vice President
Email Address:	Azebeokhai@crafla.org		
Phone #:	954-431-7866 x114	Fax #	954-431-6882
Order-from Address (For purchase orders)	8569 Pines Blvd. Ste. 201 Pembroke Pines FL 33024		
Order-from Contact Name:	Andrew Azebeokhai	Title:	Sr. Vice President
Email Address:	Azebeokhai@crafla.org		
Phone #:	954-431-7866 x114	Fax #	954-431-6882
Return-to Address (For product returns)	8569 Pines Blvd. Ste. 201 Pembroke Pines FL 33024		
Return-to Contact Name	Andrew Azebeokhai	Title:	Sr. Vice President
Email Address:	Azebeokhai@crafla.org		
Phone #:	954-431-7866 x114	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
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC - C (C corporation) - S (S corporation) - P (partnership)
☐ Other (Specify): _____

Federal ID Number: 65-0216617
 Social Security No.: _____

Martin Larsen

Name of Applicant / Signature _____
 Title of Applicant President/CEO _____ Date 8/31/15 _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
Community Redevelopment Associates of Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ 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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
8569 Pines Blvd. Ste. 201

6 City, state, and ZIP code
Pembroke Pines FL 33024

7 List account number(s) here (optional)

8 Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	5	-	0	2	1	6	6	1	7
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here Signature of U.S. person ▶ *M. Larsen CEO* Date ▶ 8/31/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVITBIDDER is the
Officer/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.

Martin Larsen

Printed Name/Signature

Title President/CEO

Name of Company Community Redevelopment Associates

*City of Pembroke Pines*

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted _____
(name of entity submitting sworn statement) whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
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



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.)


☒ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)


Bidder's Name/Signature
Martin Larsen President/CEO

Community Redevelopment Assoc. 8/31/15
Company Date

**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 of Florida Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: M. Pansen CEO

**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.

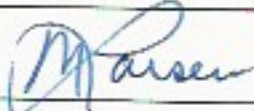
SECTION 2 AFFIRMATION**VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:**

- ☐ 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 Florida Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: _____


President/CEO



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 of Florida, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: _____


President/CEO

*City of Pembroke Pines***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

Contact Person's Name and Title: Martin Larsen President/CEO

Contact Person's E-mail Address: marty@crafla.org

PROPOSER'S Telephone and Fax Number: 954-431-7866 x110; 954-431-6882

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 65-0216617

Number of years your organization has been in business 25

State the number of years your firm has been in business under your present business name 25

State the number of years your firm has been in business in the work specific to this solicitation:
25

Names and titles of all officers, partners or individuals doing business under trade name:

Martin Larsen President/CEO

Andrew Azebeokhai Sr. Vice President

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

*City of Pembroke Pines*

Under what form or 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 RFP submittals non-responsive.

NONE

At what address was that business located?

NA

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

NA

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



City of Pembroke Pines

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(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.

Ares Construction vs. Maria Sauzo et. al. Contractor dismissed by homeowner; settled
no payment made by CRA

Leonard Graham vs. City of Coral Springs et. al. Homeowner failed to allow contractor
to complete work. CRA dismissed as a defendant.

*City of Pembroke Pines*

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

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

NO

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:

NO



City of Pembroke Pines

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

City of Miramar - CDBG and SHIP Administrators

City of Coconut Creek - CDBG and SHIP Administrators

City of Plantation - CDBG Direct Services provider; SHIP Administrators

City of Pembroke Pines - CDBG and SHIP Administrators.

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

(Company Name)

(Printed Name/Signature)

Martin Larsen President/CEO



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/4/2015

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 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).

PRODUCER Gateway-Acentria Insurance, LLC 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	CONTACT NAME:	
	PHONE (A/C, No., Ext): 954-735-5500	FAX (A/C, No): 954-735-2852
INSURED COMMRED-CD Community Redevelopment Associates of Florida Inc. 8569 Pines Boulevard, 201 Pembroke Pines FL 33024	E-MAIL ADDRESS: certificates@gatewayins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied Property & Casualty Insuranc	
	INSURER B: RetailFirst Ins Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:** 550886656**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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			ACP3006737555	7/2/2015	7/2/2016	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP3006737555	7/2/2015	7/2/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ACP3006737555	7/2/2015	7/2/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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			052019069	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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
10100 Pines Boulevard
Pembroke Pines FL 33026 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACCOUNT NUMBER
900 - 744003
Refer to this number on all correspondence
CUSTOMER ID

NOTICE OF ACCEPTANCE

FIRST INSURANCE*
FUNDING
A WINTRUST COMPANY

FIRST Insurance Funding Corp.
450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
Phone: (800) 837-2511 Fax: (800) 837-3709
www.firstinsurancefunding.com

NOTICE DATE

02/23/2015

Insured

00000253 1 MB 0435 1



**COMMUNITY REDEVELOPMENT
ASSOC.**
8569 PINES BOULEVARD, 201
PEMBROKE PINES, FL 33024

Agent or Broker

GATEWAY-ACENTRIA INSURANCE, LLC
PO BOX 5648
FORT LAUDERDALE, FL 33310

Check your account online: Your username is "900-744003". Your password is "s30068C" unless you have changed it.

Dear Insured:

We are pleased to receive and process the insurance premium finance agreement which was recently negotiated through your agent or broker referenced above. The Notice of Acceptance is our official acknowledgement and acceptance of your agreement.

If this is your first transaction with us, the following information may be helpful:

- **ACCOUNT NUMBER.** Your account number is indicated above. Please refer to it when calling or writing about your account.
- **PAYMENTS.** Unless you elected the coupon book option, you will receive a billing statement approximately 12-15 days before each payment is due. If your first payment is due soon, your first billing statement will arrive in the next few days. It is important that your payments be received in our office on or before the scheduled due date to ensure uninterrupted coverage. You may pay online or by phone. Our contact information is listed at the top of this notice.
- **INQUIRIES.** Our toll-free number is listed above. Our Customer Service department is ready to assist you with any questions about your account or other premium finance needs.

THANK YOU for allowing us to be of service! We appreciate your business.

This notice will acknowledge our acceptance of your premium finance agreement (the "Agreement") which was originated through the above referenced agent or broker. The insurance company(ies) providing your insurance coverage will be notified that you have entered into this Agreement. We will issue payment on your behalf as directed by your agent or broker.

Please review carefully the Loan Summary at right and the Schedule of Policies below. If any of the information does not agree with your records, please notify us immediately.

LOAN SUMMARY

Total Premiums, Taxes and Fees	\$5,805.00
Down Payment	\$870.75
Doc. Stamp Tax	\$17.50
Amount Financed	\$4,951.75
Finance Charge	\$219.75
Total of Payments	\$5,271.50
Annual % Rate	13.850 %
Number of Payments	10
Payment Amount	\$527.15
First Due Date	03/25/2015

SCHEDULE OF POLICIES

POLICY NUMBER	POLICY EFFECTIVE DATE	INSURANCE COMPANY	COVERAGE TYPE	TERM (MOS.)	PREMIUMS, TAXES & FEES
tbd	02/25/2015	TRAVELERS CAS & SURETY OF	PROF	12	\$ 5,805.00

MAR 03 2015 PM02:07

(01940996)

9/9/2015

BidSync

FIFCNOA0912
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COMMUNITY REDEVELOPMENT ASSOC. OF FLORIDA INC.
8569 PINES BLVD STE 201
PEMBROKE PINES FL 33024-6668

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20070285/01
RECEIPT-NO: 142796

RECEIPT-YEAR: OCTOBER 1, 2014 thru SEPTEMBER 30, 2015

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	10/01/2014		P/Pines
SIGN EXTERNAL BUSINESS SIGN	1	10/01/2014		P/Pines

CITY OF PEMBROKE PINES
2014-2015
SIGN PERMIT
0764

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

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 Opened: 07/16/1991
State/County/Cert/Reg:
Exemption Code:

Business Phone: 954-431-6882

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-13-00013954
Paid 08/28/2014 33.00

2014 - 2015

COMMUNITY REDEVELOPMENT ASSOC. OF FLORIDA INC.
8569 PINES BLVD STE 201
PEMBROKE PINES FL 33024-6668

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20070285/01
RECEIPT-NO: 130392

RECEIPT-YEAR: OCTOBER 1, 2013 thru SEPTEMBER 30, 2014

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.

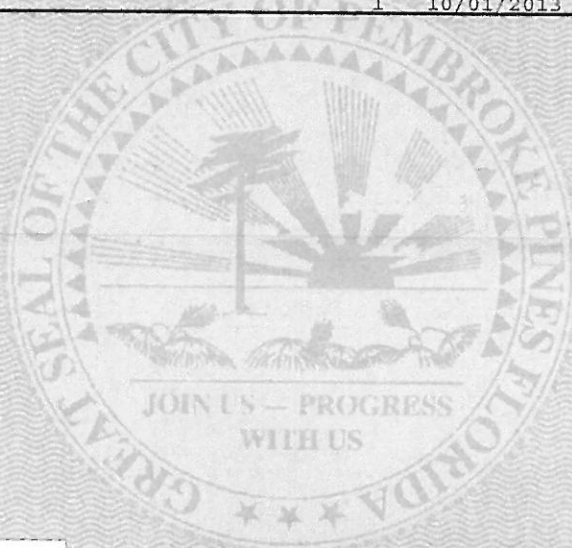
BUS-DESCR : CONSULTANT TO NON-PROFIT & MUNICIPA

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
PCL CONSULTANT (UNCLASSIFIED)	0	10/01/2013		P/Pines
SIGN EXTERNAL BUSINESS SIGN	1	10/01/2013		P/Pines

CITY OF PEMBROKE PINES
2013-2014
SIGN PERMIT

0051



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

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 Opened: 07/16/1991
State/County/Cert/Reg:
Exemption Code:

Business Phone: 954-431-6882

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 # 10A-12-00001268
Paid 07/03/2013 33.00

2013 - 2014**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

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 Opened: 07/16/1991
State/County/Cert/Reg:
Exemption Code:

Business Phone: 954-431-6882

Rooms

Seats

Employees

3

Machines

Professionals

Signature	For Vending Business Only					Total Paid
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt # 10A-12-00001268
Paid 07/03/2013 33.00

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DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that Community Redevelopment Associates of Florida Inc. does:
(Name of Business)

- 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 *Florida Statutes*, 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 such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Martin Larsen President/CEO

8/31/15

Date

Signed before me this
31st day of August, 2015




DEAVERLYN M. BROWN
MY COMMISSION # EE 218306
EXPIRES: July 22, 2016
Bonded Thru Budget Notary Services

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1:08 PM
05/12/15
Accrual Basis

Community Redevelopment Associates of Florida, Inc.
Profit & Loss
January 2009 through December 2013

	<u>Jan '09 - Dec 13</u>
Ordinary Income/Expense	
Income	
700.00/CONSOLIDATED INCOME	7,713,614.64
701.00/Other Regular Income	1,676,389.31
703.00/Reimbursed Expenses	345.11
704.00/Customer Finance Charges	28.71
Total Income	9,390,377.77
Cost of Goods Sold	
5000 - Cost of Goods Sold	3,569,366.48
Total COGS	3,569,366.48
Gross Profit	5,821,011.29
Expense	
800.00/GENERAL & ADM. EXPENS...	269,228.04
814.00/Depreciation Expense	20,366.00
815.00/BANK CHARGES/OTHER F...	1,899.65
818.00/FURNITURE/EQUIPMENT	33,462.02
820.00/INSURANCE	186,903.69
822.00/INTEREST EXPENSE	38,423.22
824.00/LICENSES AND PERMITS	8,189.55
828.00/OFFICE OPERATIONS	211,927.14
830.00/TOTAL PAYROLL EXPENS...	3,949,285.93
838.00/PROFESSIONAL FEES	116,085.30
842.00/RENT	569,520.13
844.00/REPAIRS	20,914.86
845.00/MAINTENANCE	93,035.31
847.00/TAXES	10,920.01
848.00/TELEPHONE/COMMUNICA...	111,006.25
850.00 /TRAVEL	127,160.14
851.00/UTILITIES	1,360.55
870.00/MEETINGS-RECEPTIONS	60,750.02
4000 - Reconciliation Discrepancies	0.09
Total Expense	5,830,437.90
Net Ordinary Income	(9,426.61)
Other Income/Expense	
Other Expense	
899.00/Income Taxes before Net	1,211.00
VOID	0.00
Total Other Expense	1,211.00
Net Other Income	(1,211.00)
Net Income	(10,637.61)

Community Redevelopment Associates is a cash basis taxpayer and as such operates as close to breakeven as possible. We limit the disclosure of some information to protect its proprietary nature. Our 2014 results are not yet available as we are on a form 1120 filing extension.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2015

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 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).

PRODUCER Gateway-Acentria Insurance, LLC 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	CONTACT NAME:	
	PHONE (A/C, No., Ext): 954-735-5500	FAX (A/C, No): 954-735-2852
INSURED COMMRED-CD Community Redevelopment Associates of Florida Inc. 8569 Pines Boulevard, 201 Pembroke Pines FL 33024	E-MAIL ADDRESS: certificates@gatewayins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied Property & Casualty Insuranc	
	INSURER B: RetailFirst Ins Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:** 550886656**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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			ACP3006737555	7/2/2015	7/2/2016	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP3006737555	7/2/2015	7/2/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ACP3006737555	7/2/2015	7/2/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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			052019069	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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
10100 Pines Boulevard
Pembroke Pines FL 33026 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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City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 6.

File Number: 15-0354

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester: Purchasing Manager

Initial Cost:

Introduced: 10/14/2015

File Name: Award AD-15-02 Grant Administration for Community
Redevelopment Projects

Final Action: 10/21/2015

Title: MOTION TO APPROVE THE AGREEMENT WITH COMMUNITY
REDEVELOPMENT ASSOCIATES OF FLORIDA, INC. FOR A FIVE YEAR
PERIOD AS A RESULT OF REQUEST FOR QUALIFICATIONS AD-15-02
"GRANT ADMINISTRATION FOR COMMUNITY REDEVELOPMENT
PROJECTS"

Notes:

- Attachments:**
1. PPines Contract - Community Redevelopment Associates - Grant Administration
 2. Exhibit A - RFQ AD-15-02 Grant Administration Services
 3. Exhibit B - Community Redevelopment Associates of Fl. Inc-Submittal
 4. Draft Minutes of RFQ AD 15 02 Grant Administration for Community Redevelopment Projects 10 08 2015
 5. RFQ AD 15 02 Grant Administration for Community Service Projects Score Sheets

Agenda Date: 10/21/2015

Agenda Number: 6.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	10/21/2015	approve				Pass

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines currently has an agreement with Community Redevelopment Associates of Florida, Inc. for the management of the City's Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP) and HOME Investment Partnerships (HOME) programs. The current agreement expires on November 2, 2015.

2. On August 5, 2015 the City Commission approved the advertisement of RFQ #AD-15-02 Grant Administration for Community Redevelopment Projects in order to establish a new contract for grant administration services.

3. On September 8, 2015 the city received three responses to the request for qualifications from the following vendors:

- E.L. Waters and Company, LLC
- Community Redevelopment Associates of Florida, Inc.
- ASK Development Solutions, Inc.

4. On October 8, 2015, the City convened an evaluation committee and tasked them with publicly reviewing and ranking the proposals based on the criteria listed below and selecting a vendor to recommend to the City Commission for award.

- Firm Qualifications and Experience - 35 points
- Partner, Supervisory and Staff Qualifications and Experience - 35 points
- Similar Engagements with Other Government Entities - 25 points
- Local Vendor Preference or Veteran Owned Small Business Preference - 5 points

5. The evaluation committee ranked the vendors in the order shown below.

1. Community Redevelopment Associates of Florida, Inc.
2. E.L. Waters and Company, LLC
3. ASK Development Solutions, Inc.

6. The committee unanimously approved recommending Community Redevelopment Associates of Florida, Inc. for the award of RFQ #AD-15-02 "Grant Administration for Community Redevelopment Projects".

7. 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 amount of compensation to be paid.

8. Community Redevelopment Associates of Florida, Inc will be compensated through grant administration fees. Below are the estimated program grants and administrative fees for the three housing programs for the next program year. The Administrative fee percentages listed below are the percentages the city has historically paid out for these programs.

Community Development Block Grant (CDBG) Funding Year from October 2015 - September 2016

Total grant amount \$753,806

Allocation of grant administration services is 17.5% or \$131,916

HOME Investment Partnership (HOME) Funding Year from October 2015 - September 2016

Total grant amount \$176,509

Allocation of grant administration services is 12% or \$21,181

State Housing Initiative Program (SHIP) Funding Year from July 1, 2015 - June 30, 2016

Total grant amount \$755,868

Allocation of grant administration service is 10% or \$75,586

9. Grant awards for these programs change from year to year.

10. The proposed grant administration contract is for a five-year term. The costs are 100% Federally or State Funded with no cost to the City.

11. Recommend the Commission approve the contract for grant administration services with Community Redevelopment Associates of Florida, Inc. for a five year period as a result of AD-15-02 Grant Administration for Community Redevelopment Projects.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The compensation associated with this contract will be based on the allocation for grant administration services for each grant and the amounts as determined by the parties on an annual basis. Currently the compensation for this fiscal year is estimated at \$228,683

b) Amount budgeted for this item in Account No:

121-554-600-2015-31501 - Professional Svcs (CDBG) - \$131,916

121-554-600-2015HOME - 31510 - Professional Svcs (HOME) - \$21,181

120-554-600-2015-31501 - Professional Svcs (SHIP) - \$75,586

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

d) 5 year projection of the operational cost of the project: The annual costs associated with this contract are based on the various housing grant awards the City receives. Each award is brought before Commission which includes the projected allocation for grant administration.

e) Detail of additional staff requirements: Not Applicable