

**REGULAR MEETING
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT
ADVISORY BOARD**

February 08, 2022 - 3:00 PM

City Hall – 8th Floor Conference Room
100 North Andrews Avenue
Fort Lauderdale, Fl. 33301

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- | | | |
|-------|---|--|
| i. | Call to Order/Roll Call
Quorum | Rhoda Glasco F.
Chair |
| ii. | Approval of Minutes <ul style="list-style-type: none">• 12.14.2021 Minutes | NPF CRA Board |
| iii. | Project Funding Update | Vanessa Martin
CRA Business Manager |
| iv. | Request for Proposal for Planning and Implementation
Study for the Art's and Cultural District | CRA Staff |
| v. | Communication to CRA Board of Commissioners | NPF CRA Board |
| vi. | Old/New Business <ul style="list-style-type: none">- Status Blue Tree Café Project | |
| vii. | Public Comments | |
| viii. | Adjournment | |

THE NEXT REGULAR NPF-CRA MEETING WILL BE HELD, **Tuesday – March 08, 2022.**

Purpose: To review the Plan for the NPF-CRA and recommend any changes to the Plan. To make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Chapter 61-2165, Laws of Florida and Section 163.330 through 163.450, Florida Statutes in the NPF-CRA. To receive input from members of the public interested in redevelopment of the NPF-CRA and to report such information to the City Commission.

Note: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participating at the meeting should contact the City Clerk at (954) 828-5002 two days prior to the meeting.

Note: *Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.*

Note: *Advisory Board members should disclose any discussions or site visits to any project that come before the Advisory Board for a recommendation.*

Note: *Two or more Fort Lauderdale City Commissioners or Members of a City of Fort Lauderdale Advisory Board may be in attendance at this meeting.*



CITY OF FORT LAUDERDALE

DRAFT
REGULAR MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS
REDEVELOPMENT ADVISORY BOARD
CITY OF FORT LAUDERDALE
DECEMBER 14, 2021 – 3:00 P.M.
FORT LAUDERDALE, FLORIDA

<u>Board Members</u>	<u>Attendance</u>	Cumulative Attendance June 2021-May 2022	
		<u>Present</u>	<u>Absent</u>
Rhoda Glasco Foderingham, Chair	P	6	0
Dylan Lagi, Vice Chair [arrived 3:17]	P	5	1
Leann Barber	A	4	2
Sonya Burrows [arrived 3:07]	P	6	0
Kenneth Calhoun	A	3	3
Lisa Crawford	P	6	0
Matt Habibi	A	4	2
John Hooper	A	5	1
Michael Lewin	A	4	2
Steffen Lue	P	4	2
Lorraine Mizell	P	5	1
Christopher Murphy	P	4	2
Alfredo Olvera	P	3	0
John Quailey	P	4	2
Tina Teague	A	3	3

Staff

Lizeth DeTorres, Sr. Administrative Assistant
Clarence Woods, III, NPF CRA Manager
Eleni Ward Jankovic, Project Coordinator
Bob Wojcik, Housing and Economic Development Manager
Corey Ritchie, CRA Project Manager
Jamie Opperee, Prototype Inc. Recording Secretary
Carla Blair, Prototype Inc. Recording Secretary

Currently there are 15 appointed members on the Board, which means eight (8) would constitute a quorum.

I. Call to Order/Roll Call

Rhoda Glasco Foderingham, Chair

Chair Foderingham called the meeting to order at 3:00 p.m. and roll was called.

II. Approval of Minutes

NPF CRA Board

- November 9, 2021 Minutes

This item was deferred until later in the meeting when the Board had a quorum.

Motion by Ms. Crawford, seconded by Mr. Murphy, to approve the minutes of November 9, 2021. In a voice vote, the **motion** passed unanimously.

III. Project Funding Update

Vanessa Martin

No report.

**IV. Planning for Expected High Volume CRA Projects
Submitted to the Building Department**

CRA Staff

Chair Foderingham said there was concern regarding how long some projects took to go through the system. She had met with three of the five City Commissioners to discuss this. She did not know if delays were with the owner/developer or in the Building Department. She suggested one staff member monitor projects and assist them going through the process. Another staff member could work with the developer on the construction. Chair Foderingham said on January 18, 2022, there was a workshop planned between the City Commission and the CRANWP to discuss progress.

Ms. Burrows arrived at 3:07 and the Board had a quorum.

Mr. Murphy asked if the Board could attach deadlines to projects that if developers did not meet them, the City could claw back funds.

Mr. Woods explained that CRA staff was in constant contact with awardees and discussing with them where they were in the process. He said some agreements did include deadlines, especially the larger projects. He discussed how funds from projects that did not go forward could be used: funds could be put into a CIP project, be used to pay down debt service or be given back to the tax authority. Mr. Woods wanted to be able to put them back into an incentive project, which was not currently an option. Mr. Woods said there were small and large projects that were not moving forward.

Mr. Lagi arrived at 3:17.

Mr. Woods said the CRA had a great relationship with the Building Department, which had a staff person, Andre Cross, assigned specifically to CRA projects. Corey Ritchie

was the CRA construction manager and he walked projects through the Building Department process

Mr. Woods remarked on how stretched the Building Department was with permitting now. He was unsure that adding another employee could speed the process up. He suggested it may help if the Building Department hired an additional plans reviewer. He said he would speak to Developmental Services the following day about augmenting CRA services.

Chair Foderingham said one project had waited months to receive review comments from the City and reiterated her thought that an employee was needed to track projects. Mr. Ritchie said he provided his contact information to the developers and he was able to make whatever call was needed to facilitate. Mr. Woods stated he would discuss the possibility of hiring someone when he met with the Building Department staff the following day.

Mr. Lagi felt the electronic process would help. He asked about private reviewers and Mr. Woods discussed how that would work.

Mr. Lue asked if staff was still keeping track of jobs attached to projects. Mr. Woods stated the person who used to do this was no longer with the City but this responsibility would be assigned to another staff member.

Mr. Woods stated hiring another employee was not the answer to delays. He noted that it was the responsibility of the developer to follow up with the City. Mr. Ritchie described the process for assigning a contact for permits. He felt having additional plan reviewers dedicated to CRA projects would be a more effective way to keep projects moving.

Mr. Murphy thought they could discuss with the City Commission things they could do to speed up the pre-construction phase and project close-outs.

Mr. Lagi asked about the Wave Streetcar funds and Mr. Woods said they were waiting to hear back from the South Florida Regional Transportation Authority [SFRTA] regarding the next course of action.

V. Communication to CRA Board of Commissioners

NPF CRA Staff

None

VI. Old/New Business

Chair Foderingham encouraged Board Members to attend the Finally Friday event on December 17 from 6 PM until 10 PM at Provident Park. Mr. Woods stated the last one had been great.

VII. Public Comments

None

VIII. Adjournment

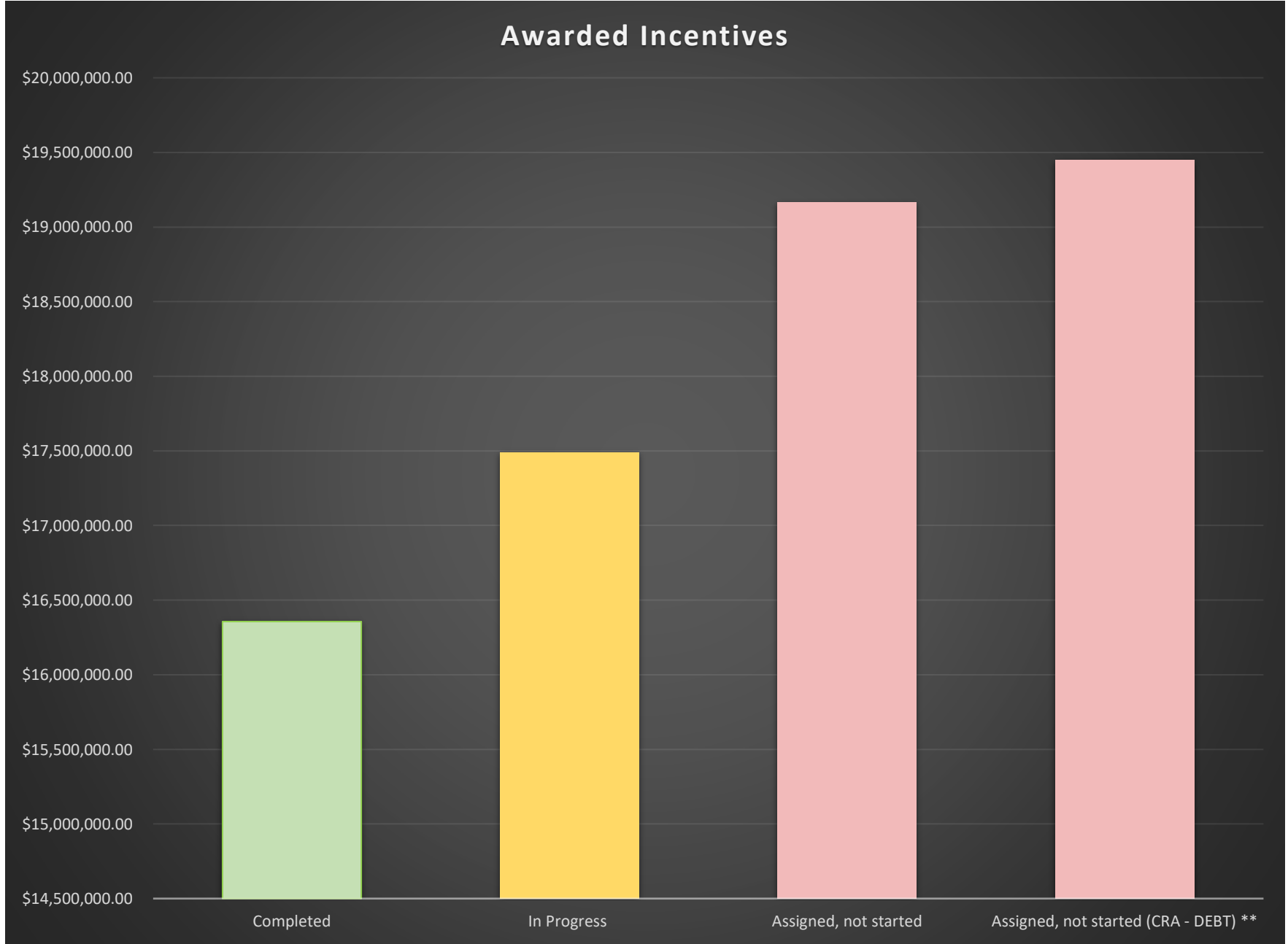
There being no further business to come before the Board at this time, the meeting was adjourned at 3:56 p.m.

The next regular NPF-CRA meeting will be held, **Tuesday – January 11, 2021.**

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

NORTHWEST PROGRESSO FLAGLER HEIGHTS INCENTIVE SUMMARY - FISCAL YEAR 2022			
Incentive Status	Awarded Incentives	SPEND as of 1.18.2022	Remaining Awarded Incentives
Completed	\$ 16,356,345.84	\$ (15,188,237.88)	\$ 1,168,107.96
In Progress	\$ 17,490,879.00	\$ (5,188,928.91)	\$ 12,301,950.09
Assigned, not started	\$ 19,166,450.00	\$ -	\$ 19,166,450.00
Assigned, not started (CRA - DEBT) **	\$ 19,450,000.00	\$ -	\$ 19,450,000.00
INCENTIVE SUMMARY	\$ 72,463,674.84	\$ (20,377,166.79)	\$ 52,086,508.05

** CRA DEBT - \$20,000,000 Bank Loan



Multiple Awarded Incentives			
Project Name	Location	CRA FUNDING	Developer
FPA II LLC	900/914/930 Sistrunk Blvd	\$ 748,500.00	Eyal Petetz
Provident LLC	909 Sistrunk	\$ 450,000.00	Eyal Petetz
Northwest 6th Inv. - Sistrunk Market	115 NW Sistrunk	\$ 1,400,000.00	Steven J. D'Apuzzo Sir
Northwest 6th Inv. - Sistrunk Market	6160 NW 2nd Ave	\$ 350,000.00	Steven J. D'Apuzzo Sir
TOTAL		\$ 2,948,500.00	

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA – ASSIGNED, BUT NOT STARTED AS OF 01/18/2022 (FY2017- FY2022)						
Vendor	DATE Awarded	Commission Agenda Memo #	Index Title	Total Award	Total Approved Encumbrance as of FY22	Comments
Cravemadness - Jamaican Jerk Restaurant	1/8/2019	19-0038	Comm. Façade Improvement & PBIP	\$ 245,000	\$ 245,000	Plans submitted to building Department - Pending Approvals. Agreement executed on March 20, 2019
Provident Fort Lauderdale LLC	8/20/2019	19-0659	Comm. Façade Improvement & PBIP	\$ 70,000	\$ 70,000	Additional \$70,000 assigned but not started (\$350K in Progress). Waiting on DRC Approval. Received fully executed agreement
Flagler Village Hotel - Tax Agreements	2/18/2020	20-0197	Property Tax Reimbursement	\$ 1,512,173	\$ 361,450	Pending notification from Project Manager
Molly MaGuire/Irish Hospital	9/3/2019	19-0840	PBIP	\$ 500,000	\$ 500,000	Agreement executed, but one of the partners has separated and the original business partner is looking for a replacement.
Avenue D'Arts .. Comfort Inn Suites	5/21/2019	19-0408	Development Incentive	\$ 3,000,000	\$ 3,000,000	Pending signed agreement and Broward County's approval of changes.
Marglip Development	9/3/2019	19-0841	Development Incentive	\$ 1,500,000	\$ 1,500,000	Pending signed agreement, DRC review and finalizing plans. - Meet for further review
Mount Hermon Housing	9/1/2020	20-0645	Development Incentive	\$ 640,000	\$ 640,000	Pending -Vendor Registration, W9 Form, and Signed Agreement
West Village	1/21/2020	20-0011	Development Incentive	\$ 12,000,000	\$ 7,500,000	Pending finalization and execution of development agreement.
Broward College	12/2/2020	20-0856	PBIP	\$ 1,000,000	\$ 500,000	Documents received, pending update
Omegas Broward	12/15/2020	20-0939	Comm. Façade Improvement & PBIP	\$ 350,000	\$ 350,000	Encumbrance Pending -Vendor Registration, W9 Form. Agreement executed on April 26, 2021
Dynasty LLC	11/17/2020	20-0849	Development Incentive	\$ 3,000,000	\$ 2,000,000	Plans under review, pending signed agreement
Thrive Progresso	7/9/2019	19-0625	Development Incentive	\$ 2,500,000	\$ 2,500,000	Pending Development Review Committee (DRC)approval. Signed agreement received.
GreenMills Holding	8/17/2021	21-0723	Development Incentive	\$ 640,000	\$ -	Pending -Vendor Registration, W9 Form, and Signed Agreement. Award starts in 2023
TOTAL INCENTIVE PROJECTS ASSIGNED, BUT NOT STARTED as of 1.18.2022 - TIF FUNDS				\$ 26,957,173	\$ 19,166,450	
909 Sistrunk Blvd - Mixed use Commercial Dev.	11/16/2021	21-0319	CRA Business Incentives - DEBT	\$ 4,000,000	\$ 4,000,000	Pending signed agreement
Mixed use affordable housing project	11/16/2021	21-0321	CRA Business Incentives - DEBT	\$ 8,000,000	\$ 8,000,000	Pending signed agreement
Victory Entertainment Complex	11/16/2021	21-0320	CRA Business Incentives - DEBT	\$ 2,450,000	\$ 2,450,000	Pending signed agreement
Not Yet complete - Pending			CRA Business Incentives - DEBT	\$ 5,000,000	\$ 5,000,000	Pending signed agreement and completed documents
TOTAL INCENTIVE PROJECTS ASSIGNED, BUT NOT STARTED as of 1.18.2022 - CRA DEBT				\$ 19,450,000	\$ 19,450,000	

Residential Façade & Residential Rehab funds will not be encumbered due to numerous vendor applicants

* Total Award approved by CRA Board. Funds are awarded and encumbered as multi-year incentive awards.

** Pending paperwork - Vendor registration, W-9 and signed agreement.

**** Release \$30,000 from Provident

by the CRA, then the CRA would receive incremental revenue on around January 1, 2022.

Based on the 2016 projections of assessed value for the Project, the pay out for year 1 is \$361,450, for year 2 is \$372,294, for year 3 is \$383,463 and for year 4 is \$394,966 for an estimated total of \$1,512,173. However, the total payments shall not exceed \$1,711,020. No payment would be made in year 5 since the life of NW CRA will have expired.

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA - IN PROGRESS Incentive Projects as of 01/18/2022 (FY2017 - FY2022)								
Vendor	DATE Awarded	Commission Agenda Memo #/Agreement /Administrative Approval	Index Title	Total Award	Total Encumbrance as of FY 22	Total Disbursement	Remaining Awarded Incentives	Comments
Provident Fort Lauderdale LLC	8/20/2019	19-0659	Comm. Façade Improvement	\$ 350,000	\$ 350,000	\$ -	\$ 350,000	Additional \$70,000 assigned but not started (\$350K in Progress). Pending Certificate of Occupancy - 80% Completed
Flagler Village Land Trust (Quantum)	9/7/2016	16-0810	Streetscape Enhancement Program	\$ 500,000	\$ 500,000	\$ -	\$ 500,000	Construction in Progress - 70% completed
Young Men's Christian Association of S Fla (YMCA)	8/22/2017	17-0875	Development Incentive	\$ 10,000,000	\$ 7,689,308	\$ -	\$ 7,689,308	Construction in Progress - 70% completed
Solid Soccer LLC	10/3/2017	17-0938	PBIP	\$ 225,000	\$ 225,000	\$ -	\$ 225,000	Plans modification to fit budget. Working with investor on costs.
Patio Bar & Pizzeria LLC	5/7/2019	19-0422	Development Incentive	\$ 225,000	\$ 225,000	\$ (138,755)	\$ 86,245	Construction in Progress - 50% completed
801 NW 1st Street	4/2/2019	Agreement	Comm. Façade & PBIP	\$ 85,678	\$ 85,678	\$ (56,811)	\$ 28,867	PBIP Development - Not yet started
Robert Bethel American Legion Post 220	8/20/2019	19-0714	Comm. Façade Improvement & PBIP	\$ 350,000	\$ 350,000	\$ (38,070)	\$ 311,931	At Development Review Committee pending approval
401 NE 8th Street	2/6/2019	Agreement	PBIP, Comm. Façade & Streetscape Enhancement Programs	\$ 163,460	\$ 163,460	\$ (31,247)	\$ 132,213	PBIP portion has not yet received an invoice
River Gardens Townhomes	8/20/2019	19-0715	Development Incentive	\$ 1,500,000	\$ 1,500,000	\$ (1,500,000)	\$ -	Pending G702 Review - Funds disbursed to Escrow Agent- Construction in progress - 80% completed
Rhythm 2.0	8/4/2019	Agreement	Comm. Façade & PBIP	\$ 150,000	\$ 150,000	\$ (24,558)	\$ 125,442	The project is at the Building Department and waiting on the Architect - 5% completed
NW 6th Avenue Investments	11/5/2019	19-1029	Comm. Façade & PBIP	\$ 350,000	\$ 350,000	\$ (262,500)	\$ 87,500	Construction in Progress - 75% completed
Flagler Village Hotel (315 Flagler Village)	1/1/2016	16-1305	Streetscape Enhancement Program	\$ 329,933	\$ 329,933	\$ -	\$ 329,933	The Dual Branded Hotel is complete, pending final review by Project Manager. No invoices have been submitted for payment.
Boodhwattie Persaud (BLACKSTAR)	10/20/2020	20-0651	PBIP	\$ 122,500	\$ 122,500	\$ (117,984)	\$ 4,516	An additional \$22,500 awarded in FY21 to finalize project.
V & R Enterprises	11/5/2019	19-1068	Comm. Façade & PBIP	\$ 350,000	\$ 350,000	\$ (7,769)	\$ 342,231	Paid Architectural services and redesign - Update Kitchen drawings
Jack and Jill	10/9/2018	18-0837	Development Incentive	\$ 2,500,000	\$ 2,000,000	\$ (1,000,000)	\$ 1,000,000	First payment disbursed - Temporary Certificate of Occupany received. Pending Job reports.
YMCA Demolition	2/16/2021	21-0126	Development Incentive	\$ 560,000	\$ 560,000	\$ (644,965)	\$ -	E-science & Land Survey Payments & Wire Transfer confirmed \$504,299.53 7.2.2021
Knallhart - Abby	2/2/20201	21-0133	Comm. Façade & PBIP	\$ 275,000	\$ 275,000	\$ (270,000)	\$ 5,000	1st and 2nd Installment payments - 70% completed.
Hoover Products Inc	5/7/2019	19-0302	Development Incentive	\$ 1,100,000	\$ 1,100,000	\$ (780,860)	\$ 319,140	1st, 2nd & 3rd Payments - Work in Progress.
Junny's Restaurant	10/6/2020	20-0654	Development Incentive	\$ 290,000	\$ 290,000	\$ (112,411)	\$ 177,589	Invoice 1, 2 & 3 submitted

Continuation & Expansion - Rebuilding Broward	3/2/2021	21-0047	Residential Rehab Forgivable Loans	\$ 300,000	\$ 300,000	\$ (160,000)	\$ 140,000	Payment 1 & Payment 2 requested
Blue Tree Café	10/20/2020 & 11/17/2020	20-0612 & 20-0923	PBIP	\$ 225,000	\$ 225,000	\$ (43,000)	\$ 182,000	Payment 1 requested - Hard costs documentation submitted
1551 Sistrunk Blvd for B& D Trap	11/5/2020	20-0812	Comm. Façade Improvement & PBIP	\$ 350,000	\$ 350,000	\$ -	\$ 350,000	Pending Documents
TOTAL INCENTIVE PROJECTS IN PROGRESS as of 1.18.2022				\$ 20,301,571	\$ 17,490,879	\$(5,188,929)	\$ 12,301,950	

* PBIP - Property & Business Improvement

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA - COMPLETED Incentive Projects as of 01/18/2022 (FY 2017 - FY2022)					
Vendor	Index Title	Total Encumbrance as of FY 22	Total Disbursement	Remaining Awarded Incentives	Comments
Invasive Species Brewing LLC	PBIP & Comm. Façade Improvement Prog	110,353	(100,875)	9,478	
Brody Family Investments	Comm. Façade Improvement	350,000	(288,633)	61,367	
728 NW 7th Terrace	Comm. Façade Improvement	7,500	(7,500)	-	
723 NE 2nd Ave	Comm. Façade Improvement	15,000	(15,000)	-	
731 NE 2nd Ave	Comm. Façade Improvement	15,000	(15,000)	-	
737 NE 2nd Ave	Comm. Façade Improvement	15,000	(15,000)	-	
Rechter Holdings (913 NE 4 Ave)	PBIP & Comm. Façade & Streetscape Programs	206,267	(206,267)	-	
Moody's Insurance	PBIP & Comm. Façade & Streetscape Programs	77,500	(77,500)	-	
CHDS, LLC (1740 NW 3rd Ct)	Comm. Façade	11,300	(11,300)	-	
Italian Artisans Inc	PBIP	25,000	(25,000)	-	
Fairfield Flagler LP	Streetscape Enhancement Program	329,503	(329,503)	-	
ID Flagler Village (TRIANGLE)	Streetscape Enhancement Program	251,078	(251,078)	-	
Urban North LLC	Streetscape Enhancement Program	42,000	(42,000)	-	
LPF Realty FL LLC	Development Incentive	1,500,000	(1,500,000)	-	
613 NW 3rd Ave LLC	Development Incentive	7,000,000	(7,000,000)	-	
*Florida East Coast Industries, LLC	Development Incentive	183,820	-	183,820	Disbursement pending submission of invoice for payment. Vendor notified, but no response.
Wine Watch LLC	Development Incentive	50,000	(50,000)	-	
**All Aboard Florida Operations LLC	Development Incentive	281,274	-	281,274	Disbursement pending submission of invoice for payment. Vendor notified, but no response.
Land Acquisition 2 Properties	Property Tax Reimbursement Program	190,000	(190,000)	-	
Land Acquisition 55 Properties	Property Tax Reimbursement Program	612,291	(612,291)	-	
Land Acquisition	Property Tax Reimbursement Program	60,000	(60,000)	-	
Circle House Coffee	PBIP & Comm. Façade	187,772	(187,772)	-	
JRs Automotive & Performance	Comm. Façade Improvement	44,493	(44,493)	-	
IHL Properties	Comm. Façade Improvement	50,000	(50,000)	-	
Rechter Progresso 837 LLC	PBIP	50,000	(50,000)	-	
Rechter Progresso 835 LLC	PBIP	50,000	(50,000)	-	
Dales Properties and Tires	Comm. Façade & PBIB	350,000	(352,672)	(2,672)	

1134 LLC (Smitty's Wings)	PBIP & Comm. Façade	450,000	(445,873)	4,127	
McClinton Holdings	PBIP	100,000	(100,000)	-	
North West 6th Investments LLC (SISTRUNK MARKET)	Development Incentive	1,400,000	(400,000)	1,000,000	First Amendment - Sec. 2. Paragraph 6.02; Contingencies 1-3. Payment 1 made by wire transfer. Payment 2 requested on 6.15.2021
East Fort Lauderdale Rentals (Startups)	Development Incentive	350,000	(350,000)	-	
Orchestrated Brewers, LLC	PBIP & Comm. Façade	79,778	(79,778)	-	
Batch Cookies, LLC	PBIP	21,000	(21,000)	-	
*Sweeting Estates - Painting & Landscaping FY20 and FY21	Residential Façade & Landscaping	-	(371,456)	(371,456)	\$7500 per homeowner
Continuation & Expansion - Home Beautiful/Durrs Community FY21	Residential Façade & Landscaping	-	(120,366)	(120,366)	\$5,000 per homeowner
Continuation & Expansion - Home Beautiful/Durrs Community FY22	Residential Façade & Landscaping	-	(49,382)	(49,382)	\$5,000 per homeowner
*Emergency Business Assistance FY20 and FY21	Emergency Business Assistance	-	(445,000)	(445,000)	\$10,000 per small business
Rebuilding Together Broward	Residential Rehab Forgivable Loans	255,000	(255,000)	-	
FPA II LLC (The Pharmacy Project)	Comm. Façade Improvement	748,500	(748,500)	-	Wire sent 4.9.2021
BH3 DJ Flagler	Comm. Façade Improvement & PBIP	\$ 350,000	-	350,000	Work completed. Pending invoice for payment
Shipmonk - BEDA BOX	PBIP	\$ 221,917	-	221,917	Work completed. Pending proof of job creation prior to making payment
Numerous Applicants	Purchase Assistance Program - not to exceed \$495,000	\$ 315,000	\$ (270,000)	45,000	3 Applicants approved in FY2020; 3 additional approved in FY21 at \$45,000 per applicant
TOTAL INCENTIVE PROJECTS COMPLETED as of 1.18.2022		\$ 16,356,346	\$ (15,188,238)	\$ 1,168,108	

*Florida East Coast Industries was awarded on 8/22/2017 for a total of \$183,820 (CAM#17-0821). Project is complete. However, vendor has not yet submitted invoices for payment. Staff have reached out the vendor but has been unsuccessful.

*All Aboard Florida Operations was awarded on 8/22/2017 for a total of \$281,274 (CAM#17-0818). Project is complete. However, vendor has not yet submitted invoices for payment. Staff have reached out the vendor but has been unsuccessful.

*Sweeting Estates painting & landscaping & emergency assistance loan program funds were disburse to eligible homeowners and business

Solicitation 12584-125

Consultant Services to Fort Lauderdale Community Redevelopment Agency

Bid Designation: Public



City of Fort Lauderdale

Bid 12584-125

Consultant Services to Fort Lauderdale Community Redevelopment Agency

Bid Number **12584-125**
 Bid Title **Consultant Services to Fort Lauderdale Community Redevelopment Agency**
 Bid Start Date **In Held**
 Bid End Date **Nov 19, 2021 2:00:00 PM EST**
 Question & Answer End Date **Nov 8, 2021 5:00:00 PM EST**
 Bid Contact **Fausto Vargas**
Procurement Specialist
Finance - Procurement Division
fvargas@fortlauderdale.gov
 Contract Duration **2 years**
 Contract Renewal **3 annual renewals**
 Prices Good for **Not Applicable**
 Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide consulting services to the Fort Lauderdale Community Redevelopment Agency for community / economic development and the creation of an African American Arts & Culture District Implementation Strategy in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).**

Item Response Form

Item **12584-125--01-01 - Consultant Services to the Economic Development Corporation**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **City of Fort Lauderdale**
City Hall
 100 N. Andrews Avenue
 Fort Lauderdale FL 33301
Qty 1

Description

Do not enter price here - ENTER TOTAL PROPOSAL "CONTRACT PRICE" AS STATED ON THE PRICE PROPOSAL FORMS

City of Fort Lauderdale
Consultant Services to Fort Lauderdale Community Redevelopment Agency
RFP # 12584-125

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide consulting services to the Fort Lauderdale Community Redevelopment Agency for community / economic development and the creation of an African American Arts & Culture District Implementation Strategy in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Fausto Vargas at (954) 828-6167 or email at fvargas@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via [BIDSYNC.COM](https://bidsync.com) at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance

with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on

any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded

vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Community/Economic Development and Real Estate Finance and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.17.1** Proposer or principals shall have relevant experience working with Community Redevelopment Agencies Project manager assigned to the work must have experience in planning, economic development, the creation of entertainment and or business improvement districts and have served as project manager on similar projects.
- 2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

- 2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- 2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
- a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
 - b.** List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- 2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term " Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term " Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Insurance Requirements

2.24.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.24.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.24.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.24.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance

- no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - f. The City shall be named as an Additional Insured on the general liability policy.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

- 2.24.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

ADDITIONAL COVERAGES REQUIRED

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.29.1** The non-performing party gives the other party prompt written notice describing the

particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. 29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2. 29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2. 29.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Contract Period

The initial contract term shall commence upon date of award by the City, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.33 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.34 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.35 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.36 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.37 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.38 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.39 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer's response to this RFP.

2.40 Service Organization Controls

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.41 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.42 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide consulting services to the Fort Lauderdale Community Redevelopment Agency (CRA) for community /economic development and the creation of an African American Arts & Culture District Implementation Strategy, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The scope of services are as follows:

- A. Act as staff for the economic development corporation, Invest Fort Lauderdale, Inc. through the provision of community / economic development services for the newly formed economic development corporation
 - a. Implement directives from the CRA Manager and the EDC's Board of Directors
 - b. Research and implement best practice solutions that will enhance EDC projects, including a business retention and expansion strategy
 - c. Prepare financial feasibility analysis for potential real estate projects and identify gap funding sources.
 - d. Assess CRA economic conditions post-COVID 19 and national social unrest particularly of local residents, workforce, property owners, entrepreneurs and small businesses.
 - e. Plan for inclusive recovery of the CRA residents and businesses with adequate support and capital.
 - f. Design and deliver strategies that unleash growth and capture economic opportunity.
- B. Expand financial-services options and financial inclusion for lower-income households and businesses through new business models and partnerships by:
 - a. Prepare CDFI Business Plan and Market Analysis and CDFI Fund Certification application
 - b. Prepare CDE Business Plan, and CDFI Fund Certification application
 - c. Create a system that matches Opportunity Zone Fund investors with real estate projects and businesses.
- C. Provide any other related advisory services as directed by the Board of Directors of the EDC and/or the CRA Manager.
- D. Develop an Implementation Strategy for the creation of an African American Arts & Culture District leveraging the community's existing art and culture assets.
- E. Facilitate and achieve active community participation in the process of obtaining strategies for the creation of an African American Arts & Culture District.

F. The Implementation Strategy shall incorporate the following:

- i. Elements of the implementation strategy :
 - a. Land Use
 - b. Historic preservation and place-making
 - c. Sociological and environmental impacts
 - d. Potential displacement of residents and mitigation strategies
 - e. Community image and identity
 - f. Housing
 - g. Economic Development
 - h. Historic Preservation
 - i. Community Services and Facilities
 - j. Arts and Culture
- ii. Data: The consultant / consulting team shall analyze all existing data.
- iii. Visioning: The visioning process for the proposed art & culture district, established in collaboration with the input of internal community stakeholders including, residents, businesses, community and faith-based organizations, service organizations and non-resident property owners with real estate located in the proposed district.
- iv. Stakeholders: In addition to the above, neighborhood residents, businesses and organizations, the consultant / consulting team shall solicit input from external community stakeholders.
- v. Market Study: This will be an interactive process using a community-based market study strategy. In addition, the consultant/ consulting team will assess neighborhood:
 1. Buying power
 2. Buying power leakage
 3. Opportunities to strengthening existing businesses, along with obstacles
- vi. Identify the cultural assets within the district boundaries by identifying the cultural organizations, resources, businesses, creative industries, civic groups, educational entities, key social service, financial, religious, and public sector institutions and other resources in the area.
- vii. Prepare a site analysis of the proposed district. Analyze the streetscape, traffic issues, key buildings, historic and architectural assets, gateways, and opportunities for public art and landscaping improvements. Evaluate other planning, development, and related activities that can reinforce the impact of the proposed cultural district or where the district can support those initiatives.

- viii. Identify opportunities for public art in the district.
- ix. The consultant / consulting team will produce written materials for use in the final document and/or website.

Background: Invest Fort Lauderdale, Inc.

The City of Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NPF CRA) was created in 1995, by the Fort Lauderdale City Commission (Resolution 95-170) to eliminate slum and blighted conditions in the areas near downtown Fort Lauderdale and Northwest Fort Lauderdale. The Fort Lauderdale City Commission serves as the Community Redevelopment Agency Board of Directors.

On December 17, 2019, the Fort Lauderdale City Commission acting as the CRA Board of Commissioners (CRA Board), approved the establishment of a Northwest-Progresso-Flagler Heights Area Economic Development Corporation (EDC) known as Invest Fort Lauderdale, Inc. along with affiliated entities, a Community Development Financial Institution (CDFI), and a Community Development Entity (CDE). The EDC is limited to the NPF CRA area and cannot operate outside the NPF CRA limits, as shown on the NPF CRA boundary map. The CRA Board cannot authorize extraterritorial operations of the EDC or its affiliated entities.

The following is a summary of each activity:

1. *Economic Development Corporation:* Invest Fort Lauderdale, Inc. is a not-for profit corporation created to provide the CRA with an organization that will seek additional funding sources in an effort to leverage CRA funds and continue redevelopment after the NPF CRA sunsets in 2025. The EDC will serve as a "development and investment arm" for the CRA. The potential activities of the EDC may include housing development, developing and operating community facilities, and the development of commercial/office/retail uses including business incubators. In addition, the EDC will be a vehicle in leveraging other resources for development and community building like CDFI's, CDE, new market tax credits, opportunity zone funds, section 108, EB5 and other development finance tools.
2. *Community Development Financial Institution:* The purpose of the CDFI will be to promote community development through the provision of capital lending and investing for housing and/or economic development purposes (e.g. micro and small business loans). CDFIs are certified by the U.S. Department of Treasury CDFI Fund which also provides financial assistance awards for capitalization and technical assistance purposes. Certification also helps leverage private sector (e.g. banks) loans and investments to grow the capital base of the CDFI. The CDFI, as mandated by the CDFI Fund, will also provide "development services" (i.e. technical assistance) to potential borrowers.
3. *Community Development Entity:* The purpose of the CDE is to create an entity with a mission to promote community development through the deployment of capital to businesses

and real estate projects utilizing federal New Markets Tax Credits (NMTC). Certified CDFIs automatically qualify as certified CDEs. Capital is raised from private investors (e.g. banks, insurance companies) in exchange for tax credits valued at 39% over seven years that are competitively allocated by the U.S. Treasury Department CDFI Fund. The New Markets Tax Credit program is the largest federal economic development program with a budget of \$3.5 billion per year and is being considered for permanent extension.

Background: The African American Arts & Culture District Implementation Strategy

The Sistrunk Commercial Corridor (Sistrunk Boulevard) is of paramount importance to the economic revitalization and neighborhood redevelopment of the Northwest District in the City of Fort Lauderdale. The main thoroughfare is the traditional center of commercial activity for the City's African-American community. In addition to low to medium residential uses, there are mom and pop small businesses, historic churches and landmarks located along the boulevard. Most of these businesses are supported by the surrounding neighborhood.

The Sistrunk Commercial Corridor has a long and storied history based on the growth of the African-American community. The boulevard is named after Dr. James Sistrunk, who, with Dr. Von D. Mizell (also an African-American doctor), established Fort Lauderdale's first medical facility for blacks -- Provident Hospital -- in 1938. During this time, segregation laws banned African Americans who lived west of the tracks from crossing over to the east side after dark. One of the unintended consequences of racial segregation, resulted in a healthy Black business district composed of African-American businesses centered on what is now Sistrunk Boulevard.

Back then many of the businesses met daily needs such as barber shops, shoemakers and grocery stores. The area also contained a variety of restaurants and clubs where entertainers such as Ella Fitzgerald, Count Basie and Duke Ellington performed. After desegregation, Sistrunk Boulevard gradually declined. In recent years, much progress has been made by city officials to restore the historic corridor to its former glory.

The City of Fort Lauderdale has devoted significant investments and leadership to revitalizing Sistrunk Boulevard into a mixed-use commercial corridor. The incorporation of the NPF CRA in 1995 has been pivotal. Through the utilization of ear marked tax dollars, the City invested more than \$26 million in public infrastructure improvements along the Commercial Corridor.

The improvements focused on restoring Sistrunk Boulevard from Federal Highway to NW 24th Avenue to a livable, workable, pedestrian-friendly Street. Plan elements featured a three-lane design (one lane westbound and two lanes eastbound), trees, landscaping, wide sidewalks, and decorative lighting. Approximately \$10 million in neighborhood improvements to upgrade water mains and sanitary sewer and storm drains, and another \$5 million for major improvements.

In addition to public infrastructure improvements along the Commercial Corridor, tax dollars have been utilized to expand economic opportunities and foster a growing commercial and residential environment. Additionally, the CRA's disposing of city owned properties for development or through awarding incentives to both public and private investors has been

advantageous. Several new businesses / housing projects have been completed, planned or underway. Some of these include:

- Six 13, a six story mixed-use building with 142 apartment units, a garage and 5,991 square feet of ground floor restaurant and commercial space. Six 13 represents a capital investment of approximately \$42 million and serves as an important catalyst to spur essential social and economic improvements along Sistrunk Boulevard. Six13 is the first major building to be built west of the Florida East Coast railway and is aiding in the removal of blight and the redevelopment of the area.
- Sistrunk Marketplace is the retrofit of a vacant warehouse into a hip and trendy food hall located along Sistrunk Boulevard. The 23,000 square foot open shared space, features numerous artisanal eateries, craft beer, coffee, local art and live music in an inviting and upscale atmosphere. The first of its kind in the CRA area and Fort Lauderdale, the popular concept has attracted numerous people to the historic neighborhood. Sistrunk Marketplace represents a total capital investment of \$6 million.
- The Pharmacy is a three building complex totaling 22,400 square feet of office and retail space with both interior and exterior upgrades. The building houses the CRA offices and the City of Fort Lauderdale Housing and Community Development Division. The complex's name pays homage to the building's historical use as a pharmacy in the 1960s and is a vital part of re-establishing Sistrunk Boulevard as a vibrant business district.
- The Provident is a retail center with Class A retail space totaling 5,123 square feet. "The Provident" name pays homage to the historic Provident hospital founded in 1938 by community leaders Dr. James Sistrunk and Dr. Von Mizell. The retail center recently underwent interior and exterior renovations and has five store fronts.
- The L.A. Lee YMCA/ Mizell Community Center is a transformative development that will provide significant community and economic improvements along Sistrunk Boulevard. The state of the art facility, is a 65,000 square foot, four-story multi-use structure with ground floor retail space. The building will include traditional YMCA programming along with community offerings such as: Broward College, a co-working space, preschool, meeting space, Black Box Theater, gymnasium, wellness center and swimming pool.
- Smitty's Wings is a locally owned and operated restaurant that specializes in signature chicken wings and flavorful sauces. Located in the center of the historic commercial corridor, the restaurant has become a dining destination that enhances the quality of life and provides much needed job opportunities for local residents. The restaurant also pays homage to the historical significance of the African-American community by showcasing the areas rich history in the exterior of the restaurant. Smitty's also includes outdoor seating which is the first of its kind on Sistrunk Boulevard.

- The River Gardens Townhomes project consist of 25 town houses that front Sistrunk Boulevard from I-95 to NW 22 Avenue. The two-story townhomes consist of two models, both three bedroom / two and one-half bath units with a garage and range in size from 1,443 to 1,757 square feet. The new homes comprise of a full appliance package, stone counter tops and other amenities.

Planned Projects:

- West Village is a mixed-use development with 455 multi-family rental units. The development will comprise of two six- story residential structures containing a mix of apartment and townhomes. The project also features 17,752 square feet of leasable commercial space on the first floor and a 498 space parking structure .Total building square footage including structured parking is approximately 605,508 square feet.
- The Victory Entertainment Complex is 3-story commercial and entertainment complex. The contemporary designed building will contain a craft distillery known as the “Old Sistrunk Distillery”, a restaurant, cigar lounge, wine bar and lounge and approximately 1,500 square feet of meeting space.
- A four-story mixed-use commercial building totaling 76,000 square feet of office, restaurant, retail and common space. The contemporary designed building will also have a parking garage totaling 44,658 square feet with over 80 parking spaces.
- Comfort Suites Hotel will consist of 100 suites, a pool, a fitness center and 63 parking spaces. The new hotel, to be located at the NW corner of Avenue of the Arts and NW 3rd Street is within walking distance from the Brightline-Virgin train station and the first hotel project west of the Florida East Coast Railway.

The above referenced developments have the potential to bring restaurants, entertainment, housing, office and arts related activities/ uses to the Sistrunk Commercial Corridor. In addition to these projects, the Sistrunk Commercial Corridor is fortunate to have a high concentration of existing cultural facilities/ assets that are African-American owned that have a legacy and historic significance. Some of the facilities include:

The International Longshoremen’s Association 1526, the Westside Gazette ,the Eula Johnson House, Midtown Commerce Center ,Fort Lauderdale Negro Chamber of Commerce, Robert Bethel American Legion Post 220 ,The Mizell Pappy Medical Building, The Taxi Stand, Provident Park, Betty’s Soul Food Restaurant, and Ivory’s Take Out. These cultural facilities are a very important feature and have the potential to anchor a successful arts & culture district. The consultant / consulting team should incorporate these community assets into the Implementation Strategy for the creation of an African American Arts & Culture District.

The African American Arts & Culture District Implementation Strategy is a guiding document for the CRA to utilize in its efforts to advance the redevelopment activities of the Historic Sistrunk

Commercial Corridor. The overall goal of this Implementation Strategy is to increase the Historic Sistrunk Commercial Corridors appeal as a vibrant cultural center and visitor destination.

It is envisioned that such strategies will ultimately enhance the overall quality of life, strengthen community identity, provide safety and aesthetic improvements, rehabilitate existing infrastructure and provide new opportunities for leisure and entertainment activities along the Commercial Corridor.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional

documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives identified in SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES of this RFP and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.

- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps

necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

J. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Approach to Scope of work	40%
References, past performance, years in business	30%
Total Project Cost	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest

of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE**Proposer Name:** _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. CRA Consulting services for: Economic Development Corporation (Invest Florida, Inc.) For a Period of 12 Months \$ _____

2. CRA Consulting services for : Development of Art & Culture District Implementation Strategy For a Period of 12 Months \$ _____

Total Project Cost \$ _____

Submitted by:_____
Name (printed)_____
Signature_____
Date_____
Title

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

AGREEMENT FOR XXXXXXX

THIS AGREEMENT, made this _____ day of _____ 2019, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and _____ a **Florida corporation** ("Contractor") whose address is _____, **Phone:** _____, **Email:** _____.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) **Invitation to Bid No.** _____, _____ including any and all addenda, prepared by the City of Fort Lauderdale, ("**ITB**" or "**Exhibit A**").
- (2) The Contractor's response to the **ITB**, dated _____, ("**Exhibit B**").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated _____, 20____, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on _____ and shall end on _____. **The City reserves the right to extend the contract for _____ additional _____-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges,

expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and

sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a

- claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Aircraft Liability

Coverage must be afforded in an amount not less than \$5,000,000 per occurrence for any aircraft operations.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Garage Keepers Legal Liability

Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

Garage Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the Contractor and the Contractor's employees for the Contractor's garage and related operations while any and all vehicles covered under this Agreement are in the care, custody, and control of the Contractor.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

Physical Abuse, Sexual Misconduct, and Sexual Molestation

Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure

and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs,

surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's

subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a

provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the

same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to

perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

WHEN CONTRACT UNDER \$1M:

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

WHEN CONTRACT OVER \$1M:

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

CC. Non-Discrimination – FOR USE ONLY IN CONTRACTS OVER \$100K

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).
- 2.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Attorney's Name Here
Assistant City Attorney

WITNESSES:

VENDOR CO. NAME HERE

Signature

By: _____
_____, President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by (Name and title of authorized officer) for (Name of corporation), a (whatever type of corporation).

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)

(Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)

(Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)

(Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)

(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)

(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)

(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

Question and Answers for Bid #12584-125 - Consultant Services to Fort Lauderdale Community Redevelopment Agency

Overall Bid Questions

There are no questions associated with this bid.

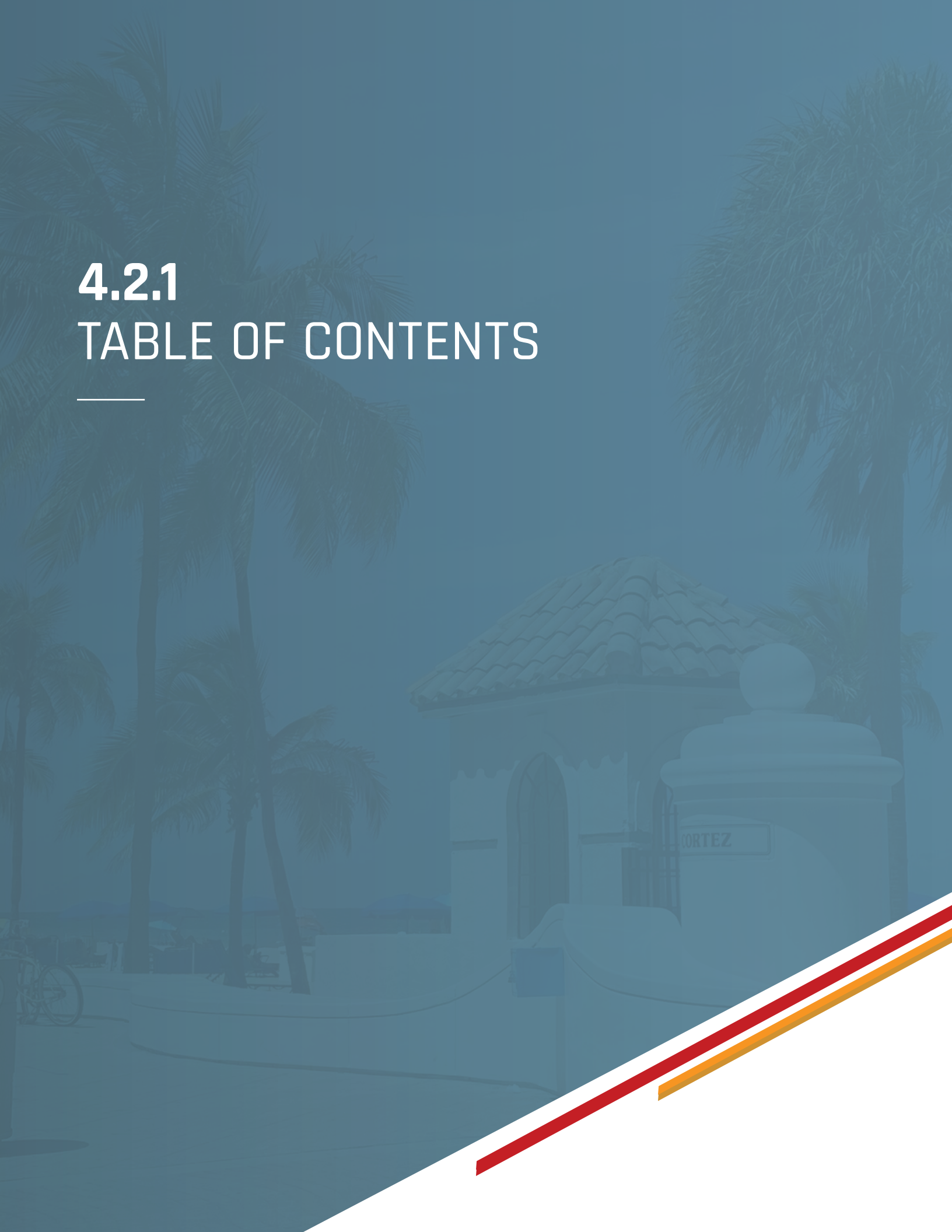
CITY OF FORT LAUDERDALE

CONSULTANT SERVICES TO FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY
RFQ 12584-125

Proposal Due // December 9, 2021 // 2:00 PM

4.2.1

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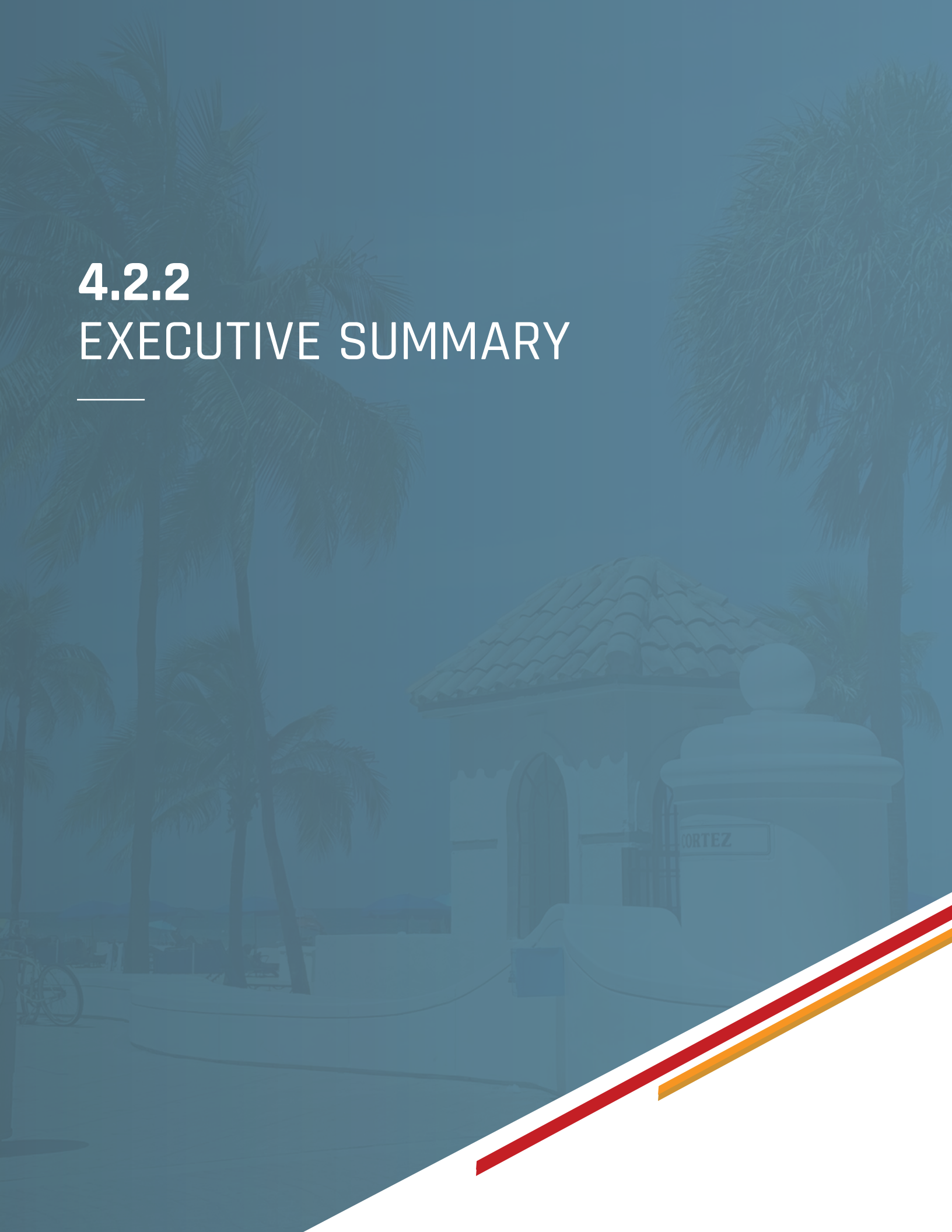
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EXECUTIVE SUMMARY



December 9, 2021

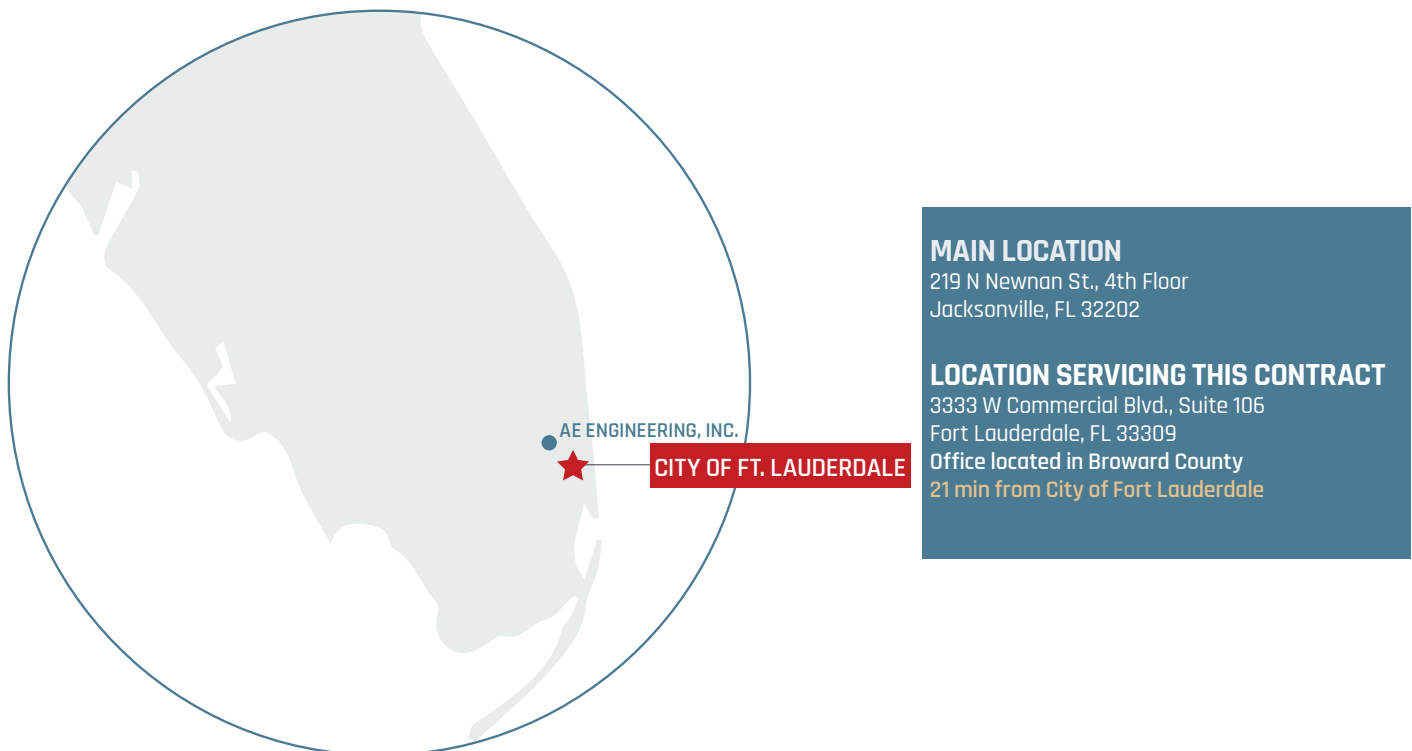
Fausto Vargas
Procurement Specialist
Finance - Procurement Division
100 N. Andrews Ave
Fort Lauderdale, FL 33301

RE: RFQ 12584-125 Consultant Services to Fort Lauderdale Community Redevelopment Agency

AE Engineering, Inc. (AE) is pleased to submit our teamed qualifications in response to RFQ No.12584-125 - Consultant Services to Fort Lauderdale Community Redevelopment Agency. As a local Fort Lauderdale based firm with a great team of experts, we are certain we can take this contract to the next level!

AE was founded in 2006 and is a state certified Minority Business Enterprise (MBE) as well as a Disadvantaged Business Enterprise (DBE). Our firm, originally established in the construction engineering industry statewide, merged with a planning firm in 2020 with a proven record of successfully delivering strategic planning, placemaking, interagency coordination and funding strategies expanding project offerings. Currently, AE employs 130+ staff members, sixteen (16) of which are Registered Professional Engineers with the State of Florida, and one American Institute of Certified Planners (AICP). Additionally, we have over 30 full-time key staff members residing within 30 miles of the City.

While AE's Corporate Office is located in Jacksonville, FL, we are proud of our long-standing Riviera Beach office and recent purchase of professional office space in Fort Lauderdale. We have 13 additional field and branch offices located throughout the state to service all our client's needs. Our local office at 3333 W Commercial Blvd., Suite 106, Fort Lauderdale, FL 33309 will service this project.



Our core AE team includes Rod Myrick, P.E., President, Heather Neville, AICP, Strategic Planner, Scott Buck P.E., Quality Assurance and Controls (QA/QC), and Kierra Bryant, Marketing Coordinator. We are actively serving several municipalities and CRA's across the state with implementation strategies, grant identification and grant administration. Below is a little more about the AE team members:



Roderick Myrick, P.E. - President

Mr. Myrick is the owner and operator of AE. He is a Professional Engineer with over 25 years of experience. He has spent significant time managing complex projects of varying scope for various municipal agencies, including the City of Riviera Beach and Town of Pahokee. These projects have been designed and constructed in highly urbanized communities, rural communities, along limit access roadway to total reconstruction projects. Mr. Myrick has extensive experience in contract administration for both our design and construction disciplines, and brings a vast career of knowledge to the planning environment.



Heather Neville, AICP - Strategic Planner and Director of Planning

Heather has spent over 10 years working with municipalities providing in-house support services for planning and project management. Heather currently works directly with the City of Riviera Beach on two CDBG projects and is expecting two additional this spring. Heather is also the Grant Administration Manager for a large utility project, funded by federal hurricane mitigation funds through the Department of Economic Opportunity. Historically, she has been the lead planner on several grant funded projects, including planning, design, and construction projects in North Florida's St. Johns and Clay Counties. Heather spent 18 months developing the Town of Orange Parks Strategic Vision Plan that has led to multiple implemented initiatives, including place making, historic preservation, architectural plans and mobility as placemaking. Recently, Heather started working with the City of St. Augustine Lincolnville Community Redevelopment Agency to strategize funding sources to meet stated objectives. The most recent objective was the African American Culture and Heritage grant cycle submitting two applications to restore significant Civil Rights historical sites.



Scott Buck, P.E. - QA/QC

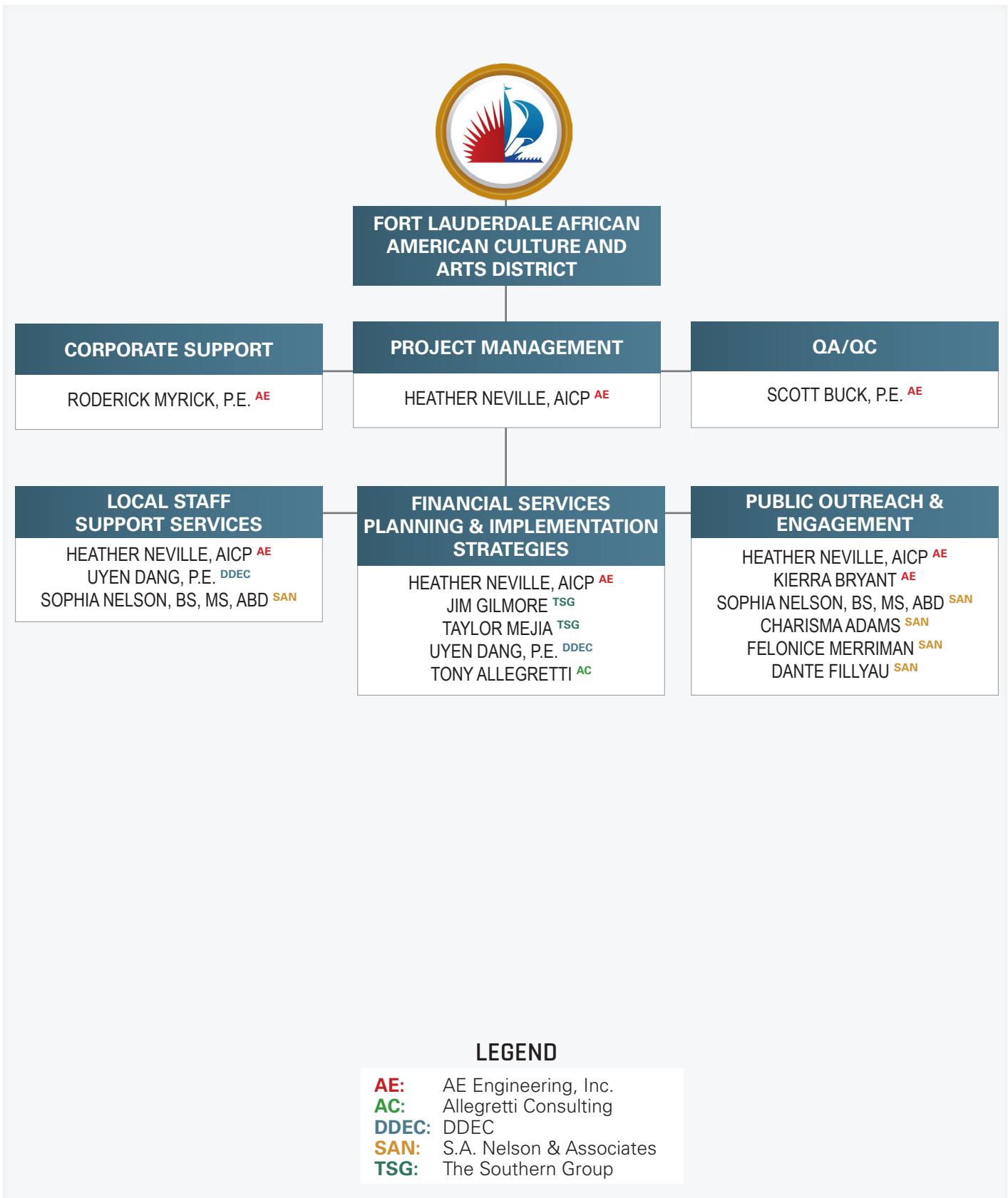
Mr. Buck has more than 30 years of project and program management experience providing design, construction, and maintenance solutions for public and private clients in all areas of civil engineering, including transportation, structures, environmental, facilities, railways, water and wastewater treatment, mining, and stormwater. His experience includes 14 years with Florida's Turnpike Enterprise and three (3) large-scale international assignments. His time as a project engineer on multi-cultural projects around the world has afforded him with invaluable experience working through communication and language barriers. Having experience in design, maintenance and construction allows him to anticipate, identify, and solve problems regardless of the assignment. His wide range of experience has allowed him to contribute to program goals and objectives by supporting other departments and staff beyond his regular duties in areas such as process implementation, quality control, and safety. Scott will have senior technical overview should complex concerns occur.



Kierra Bryant - Marketing Coordinator

Kierra Bryant is a marketing professional with a background in writing and graphic design. Her bachelor's degree in Journalism from Howard University coupled with her master's degree in Marketing Management from University of Maryland have aided in her proficiency with creative storytelling. Kierra has a commitment to quality messaging and has experience in ancillary activity focused on supporting women.

ORGANIZATIONAL CHART



OUR TEAMED PARTNERS AND KEY STAFF

Our teamed firm partners include **DDEC LLC (DDEC)**, **S.A. Nelson & Associates (SAN)**, **The Southern Group (TSG)** and **Allegretti Consulting (AC)**.

DDEC is a boutique transportation engineering firm based in West Palm Beach, FL that is dedicated to reinventing the way the world moves through innovative planning, placemaking and engineering. DDEC is specialized in safety and mobility projects with special emphasis on community engagement and communications. DDEC's professional engineers are experienced in federally funded grant projects that can handle a project from conception to implementation. Founded with the core values of safe and sustainable infrastructures, DDEC is dedicated to creating change within the built environment. DDEC is also minority and women owned.

DDEC specializes in the following:

- Placemaking
- Streetscape
- Complete Streets Implementation
- Mobility Planning
- Traffic Engineering
- Visualization
- Grant Administration



Uyen Dang, P.E. (Wen)

Uyen is a professional engineer with over 15-year experience in transportation, streetscape, and livable communities. She was the City Traffic Engineer for the City of West Palm Beach and oversaw all transportation elements, including transformative projects such as the Clematis Street Streetscape project as well as the Reimagine of Rosemary Square. She led in the City's adoption of the City's multimodal transportation program, which consists of the West Palm Beach Bicycle Masterplan, Vision Zero program, smart parking technology, and the micromobility program. In 2017, Uyen helped define the term "mobility" through a range of transportation planning efforts such as the West Palm Beach Mobility Study, Downtown Parking Study, the Okeechobee Corridor Study, and the proposed ITC Mobility Hub.



Orlando Toro

Orlando is a digital artist with a background in computer science and extensive experience in visual arts. He has over 15 years of experience in graphic design, marketing, and active transportation. Orlando brings experience in architectural design, visual communications, and research. At DDEC, Orlando led in transportation design, visualization, wayfinding, and the creation of public spaces. Orlando draws inspiration from his international design experience to small communities throughout Florida.



Devin Hampton

Devin is a visual artist with a background in design. Inspired by her identity, Devin brings experience and unique perspective in cultural expression with a sense of civic pride. Devin studied visual arts at the Miami International School of Art and Design; therefore, she is experienced in murals, acrylics, and graphic design. At DDEC, Devin led placemaking, utilizing the existing street network to beautify and not gentrify communities. Devin is skilled at digital programs such as Adobe Illustrator and SketchUps.

S.A. Nelson & Associates (SAN) is a minority and woman owned full-service marketing agency specializing in public relations/involvement, marketing, and government relations based in West Palm Beach and Pompano Beach. SAN comprises a strategic team of experienced, well-connected, and creative individuals. Everything is driven by the company tag line, "Connecting You." They aim to build credibility and increase visibility for the City of Fort Lauderdale while providing the highest quality of customer care and innovative solutions.

SAN's community relations and public communications expertise ranges from providing long-term internal community initiatives, to handling split-second community crisis communication, controlling press messaging, and ensuring that clear, accurate, and reliable information dominates the discussion. With existing clients in the region, their staff is already in place and ready to serve the city. SAN is familiar with Fort Lauderdale, its people, issues, and opportunities and have the press and other area and regional relationships you'll need, already established and in place.



Sophia Nelson, BS, MS, ABD

Sophia is a long-time community strategist and accomplished public relations professional. Sophia has been on the front lines of high stakes public relations, marketing, campaign politics and crisis communications for some of the nation's largest organizations for almost 30 years. She is a proven and award-winning strategist who has successfully represented organizations in both the private and public sectors. Sophia creates, implements, and measures successful marketing plans leading to increased ROI, brand awareness and enhanced reputation. Plan development includes detailed situation analysis which becomes the development of strategic, sector, and opportunity-driven goals/objectives. Sophia has extensive experience in the development of detailed public relations, communication, external affairs and marketing tactics in support of approved strategies.



Charisma Adams

Charisma has over 20 years of experience in community outreach, governmental relations, public involvement, strategic plan development, and stakeholder management. She specializes in developing and building strong community alliances, resulting in increased local participation through contracting, workforce, and development activation.



Felonice Merriman

Felonice is Senior Project Specialist and Designer who is proficient in graphic design and social media management. Her eclectic interests from childhood propelled her into pursuing theatre and journalism. While co-editor of her college newspaper, Felonice discovered that she enjoyed laying out the school's newspaper, which led her to pursue Graphic and Web Design. Felonice has spent over 15 years in newspapers and magazines, including publishing her own regional parenting magazine. A love for the arts inspires Felonice to approach each design and web project with a fresh, creative approach.



Dante' D. Fillyau

Dante is Senior Managing Partner of SAN and a proficient webmaster and web-content manager. His eclectic interests from childhood propelled him first to earn his undergraduate degree in Mechanical Engineering from Florida A&M University, then his Master of Arts in Graphic Design from the acclaimed Savannah College of Art and Design. A love of math and his engineering experience spurs Dante to approach each design and web project both spatially and visually, moving beyond a 2D framework. "Design is a creative outlet for me," says Dante. "As the main web designer, I get to blend art, design and technology." His background with magazines and agencies fuels the non-traditional aesthetic he brings to corporate projects.

When **The Southern Group (TSG)** was founded 20 years ago, they pioneered the lobbying industry in Florida and beyond. TSG was the first to offer a unique type of advocacy that was driven by aligning the best and brightest candidates from business, government, and politics, and establishing a network of offices that offer unparalleled access to local and state government. TSG has successfully cultivated and retained a strong team of experts who helps their clients build winning strategies, navigate the pathways to power, and connect with decision makers—whether in government or business. They know how to navigate the halls of government because most of us already served in them.



Jim Gilmore

Jim is one of Florida's premiere economic development and government relations professionals. Jim has spent his lifetime working to build community, create job opportunities, and encourage capital investment. Over the past 30 years, Jim has brought partners together to generate over \$1.5 billion in new investment in public and private projects, primarily on the First Coast. Jim's efforts have helped spur corporate relocations—generating high-paying jobs and raising property values—and provided millions in funds for transportation and infrastructure improvements and economic development. Among Jim's high-profile successes are the development of Cecil Commerce Center, University of Florida Proton Therapy Center, FIS world headquarters, Johnson & Johnson Vistakon, and the creation of Community Redevelopment areas.



Taylor Mejia

Taylor was previously the director of strategic partnerships at Gilmore Hagan Partners where she implemented many economic development projects from conception to completion. Taylor is experienced in working with both public and private clients, and when necessary, bringing the public and private sectors together to create mutually beneficial partnerships and solutions. Taylor is responsible for the multi-agency coordination program of several multi-million-dollar infrastructure projects for local and state entities. Additionally, Taylor stays abreast of current legislation at the local and state level as it relates to key clients. Taylor is well versed in economic incentives at the local, state, and federal levels and has been able to apply this knowledge to public private partnerships as well as community redevelopment projects.

Allegretti Consulting (AC) focuses on three (3) main things: development of the urban core, arts & culture advocacy and support, advancement and growth of diversity, equity, and inclusion in organizations.



Antonio (Tony) Allegretti

Antonio teaches African American History at Andrew Jackson High School in Jacksonville, FL. Mr. Allegretti is also an entrepreneur with multiple concepts in urban core areas as well as a consultant to public, private, and nonprofit organizations. Tony Allegretti served as the Executive Director of the Cultural Council of Greater Jacksonville from 2014 to 2018. During this time, the direct economic impact of the Cultural Service Grant funded organizations served by the Cultural Council grew from \$58 million to \$83+ million, and from 21 organizations to 27. Since the Cultural Council has adopted its Cultural Equity Commitment under Allegretti's leadership, African American board participation at Cultural Service grant-funded organizations has increased by 400%. In 2018, 69% percent of those organizations increased African American participation. Over 150 students of color have completed the curriculum of Career Pathways to jobs in arts and culture. Over 90 students of color have completed paid Cultural Service Internships in Cultural Service organizations. Allegretti initiated multiple permanent public art installations in under-served communities and dramatically increased individual artists grants with a lens on equity and inclusion while at the Cultural Council.

Previous to this position, Tony was Director of Downtown Engagement for JAX Chamber. In 2004, Tony won the individual award from the Cultural Council of Greater Jacksonville for his work establishing the First Wednesday Art Walk with Downtown Vision. He was also the Founding Director of the Riverside Arts Market and creator of Community First Saturdays Downtown.

He is a stakeholder and entrepreneur with his partnerships at Burrito Gallery, Uptown Market, and BREW. Allegretti was a founding member of the Project for Public Spaces Placemaking Leadership Council. Tony has served on the Board of Visit Jacksonville, Downtown Vision, Any Given Child, United States Urban Arts Federation (Executive Committee), Jax Chamber Board of Governors, as well as Jax Area Legal Aid and was a founding board member of the Downtown Investment Authority (Jacksonville). Tony lives in North Florida with his wife Tammy, one young vocalist, and one young soccer star.

PROPOSAL KEY ELEMENTS

We've assembled a team we feel provides the best opportunity for success of the Fort Lauderdale CRA.

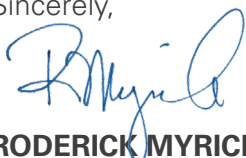
Our local capabilities, combined with our statewide depth of resources, specifically in support of proposal elements, will further the objectives of creating a sense of space and pride for residents and businesses. Detailed within the tables that follow are successful projects that have elevated other communities with strategic vision plans and African-American cultural heritage focused projects in an effort to support and re-institute successful programs. These programs will retain the essence of communities while also forward thinking to promote improved areas. Objectively, we have reviewed and analyzed your existing information including the 2017 budget and projects within the scope.

Restoring art and social life in Fort Lauderdale starts with a rethinking of streets, public spaces, and community institutions. The social life of communities happens most frequently and joyfully in business districts, squares, and other welcoming spots that are connected to create a whole culture. Acknowledging that the best gathering places "triangulate" a number of activities, such as strolling, shopping, people watching, finding food or dessert, or just hanging out, is a crucial factor to cities reviving their art and social life. These things happening together in one spot is powerful in that it creates a space where everybody wants to be. Therefore, a new emphasis on social life could be the future foundation for Fort Lauderdale Life.

AE is committed to your success. By working proactively and mindful of the ever-changing public environment, AE will work with you and coordinate amongst our area experts and regulatory partners to identify solutions, document those efforts, and develop reports that will support public communication, grant administration and local updates. We have mindfully picked a team based on past combined successes who are highly qualified, motivated, and experienced professionals available for immediate assignment. We have provided our experience and approach in a succinct format utilizing tables and short narratives to showcase what our team has accomplished and plans to do for Fort Lauderdale CRA.

We see ourselves as one team with you, prepared to assist and be part of project success. Our team understands the expectations of Federal Community Development programs, local municipality, and federal requirement overlay. We are proposing an experienced Planning, Public Engagement and Engineering Staff who can perform and provide results. We sincerely appreciate the opportunity to present our qualifications for your consideration and look forward to working with the City of Fort Lauderdale to ensure the success of this Professional Services contract.

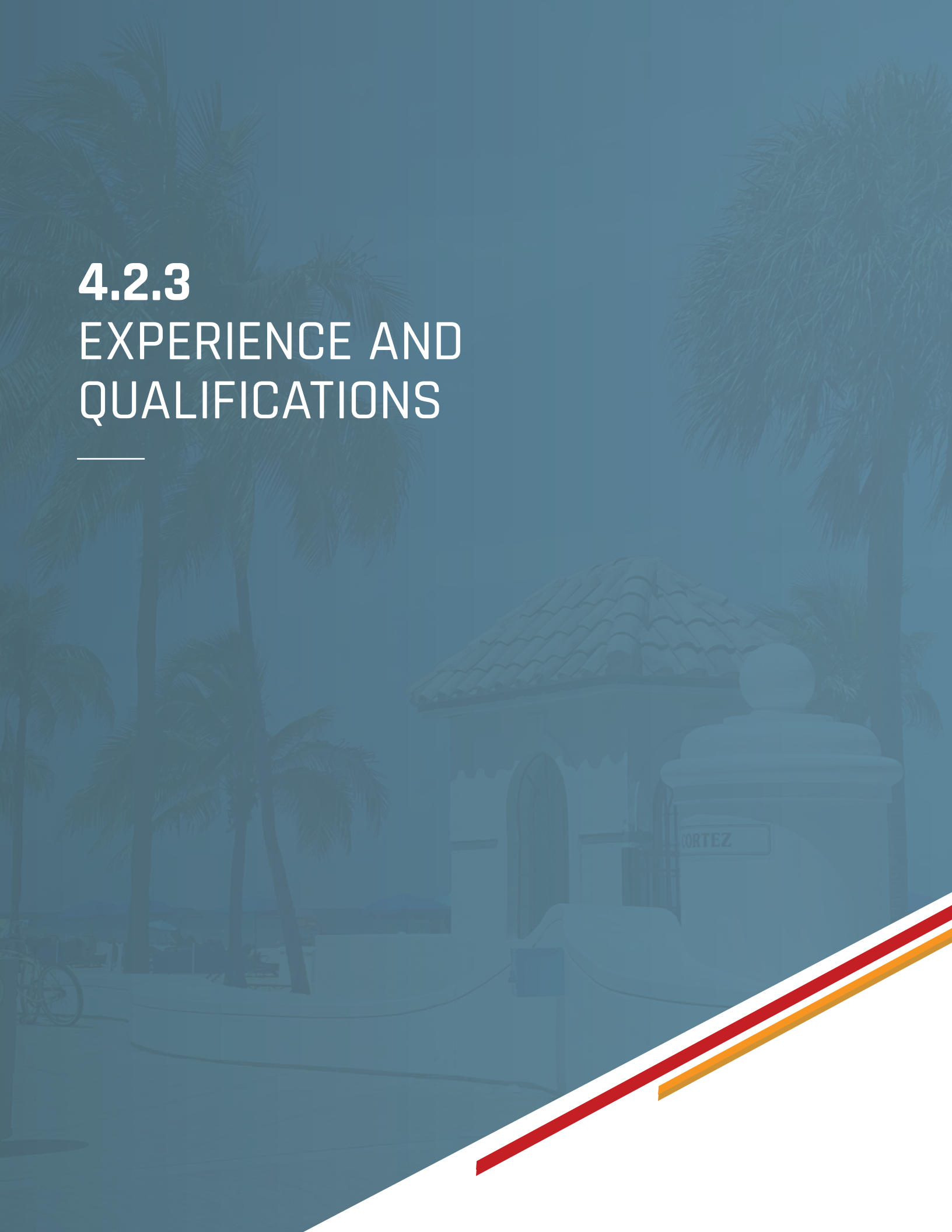
Sincerely,



RODERICK MYRICK, P.E.
President/Principal in Charge

4.2.3

EXPERIENCE AND QUALIFICATIONS



4.2.3 EXPERIENCE AND QUALIFICATIONS

Team Technical Qualifications

AE is proud to provide a deep team of professionals to this project. We have outlined the technical information and supplied licenses and other sub-contractor information in their respective sections of this proposal.

FIRM	BUSINESS STRUCTURE	DBE / MBE	LOCATION	CONTACT	LICENSES / CERTIFICATION
AE Engineering, Inc. www.aeengineeringinc.com 15 years experience Firm Size: 130+	Inc.	Yes	3333 W Commercial Blvd. Suite 106 Ft. Lauderdale, FL	Heather Neville, AICP hneville@aeengineeringinc.com (904)-509-6895	P.E., AICP, DBE
DDEC www.ddec.com 1 year experience Firm size: 6	LLC	Yes	2801 NW 55th Ct. Tamarac, FL 33309	Uyen Dang, P.E. uyen@ddec.com	P.E., DBE, MBE
S.A. Nelson & Associates https://sanelson.co/ 6 years experience Firm size: 6	LLC	Yes	5883 Caribbean Blvd. West Palm Beach, FL 33407	Sophia Nelson, BS, MS, ABD sanelsonassociates@gmail.com (561)-531-1876	DBE, SBE, WBE
The Southern Group https://thesoutherngroup.com/offices/jacksonville/ 20+ years experience Firm size: 50	Corp	No	208 N. Laura Street Suite 710 Jacksonville, FL 32202	Jim Gilmore gilmore@thesoutherngroup.com (904)-425-8765	N/A
Allegretti Consulting https://www.allegretticonsulting.com/ 20+ years experience Firm size: 1	Sole	No	Jacksonville, FL	Tony Allegretti tony@allegretticonsulting.com (904)-469-8876	N/A

Project Experience

The following table succinctly outlines our projects and how they relate to scope requirements. Our team of dedicated professionals is ready and prepared to meet the needs of NPF CRA. Additionally, we have provided more detailed information for each project in either project sheet form or narrative form to highlight how our experience directly relates to the needs of NPF CRA.

TEAMED PARTNER	PROJECT	LOCATION	TIME & BUDGET MET	STRATEGIC PLANNING	FINDING & FINANCE PLANNING	PUBLIC OUTREACH	PROJECT SHEET (PS) OR NARRATIVE (N)
AE	TOP Vision 2040	Town of Orange Park	●	●	●	●	PS
AE	St. Johns River to Sea Loop	St. Johns	●	●		●	PS
AE	VeloFest Community Initiative	Saint Augustine	●	●		●	PS
AE	Lincolnville CRA Grant Development	Saint Augustine	●	●	●		N
AE & DDEC	The Garden District	Atlantic Beach	●	●	●	●	PS
DDEC	Broadway Reimagined	West Palm Beach	●				PS
S.A. Nelson & Associates	Boynton Beach Town Square	Boynton Beach	●			●	PS
S.A. Nelson & Associates	The NORA District	West Palm Beach	●	●		●	PS
The Southern Group	Jacksonville Downtown Investment Authority, P3 Consultant	Jacksonville	●	●	●		N

RELEVANT EXPERIENCE

TOWN OF ORANGE PARK STRATEGIC VISION PLAN 2040 AND TRANSPORTATION PLANNING


ENGINEERING, INC.
Civil Engineering • CEI • Construction Management

CLIENT:

Town of Orange Park

REFERENCE:

Sarah Campbell
Town Manager
scampbell@townop.com
(904)278-3011

PROJECT NUMBER:

DEO AGREEMENT # P0364

CONTRACT AMOUNT:

\$39,000

LOCATION:

Town of Orange Park, Clay County

PROJECT DATES:

08/2019 - 07/2020

CONTRACT DAYS:

160

CONSULTANT ROLE:

Subconsultant

KEY PERSONNEL:

Heather Neville, AICP

PROJECT HIGHLIGHTS:

Road Safety Audit, ADA Report Cards,
Public Walk Audits including Do It Yourself
Program, Technical Walk Audit,
Digital Engagement and Live Online
Charette, Short-, Mid- and Long-term
Planning, Intergovernmental Coordination
including NFTPO, FDOT, NAS Jax, GIS
Public Engagement Tool Scope

AE was selected to provide support services to Haskell for Strategic Community Planning, transportation planning, public engagement, technical writing, project planning and concept development. Heather provided the lead planner role throughout the project. Over a 3-month discovery phase this project included complete review of the Comprehensive Plan, data gathering including CIP review, cohort survival analysis, road safety analysis for bicycle and pedestrian concerns, ADA report card and CRA testing per the DEO grant requirements. Heather led the Community Walk Audit and Site Visit program. This program included community days, do it yourself materials, technical staff walks and subsequent reports including images and recommendations. This effort identified three scoped plans which were adopted by council and supported by extensive online community survey collection and analysis. These included initial CRA testing for a Transportation Overlay, The REEL (recreation, environment, entertainment and leisure) Plan to address livability components and a long-term initial strategy to address the emerging Strategic Intermodal System of US17 within the Town to leverage federal resources for local needs.

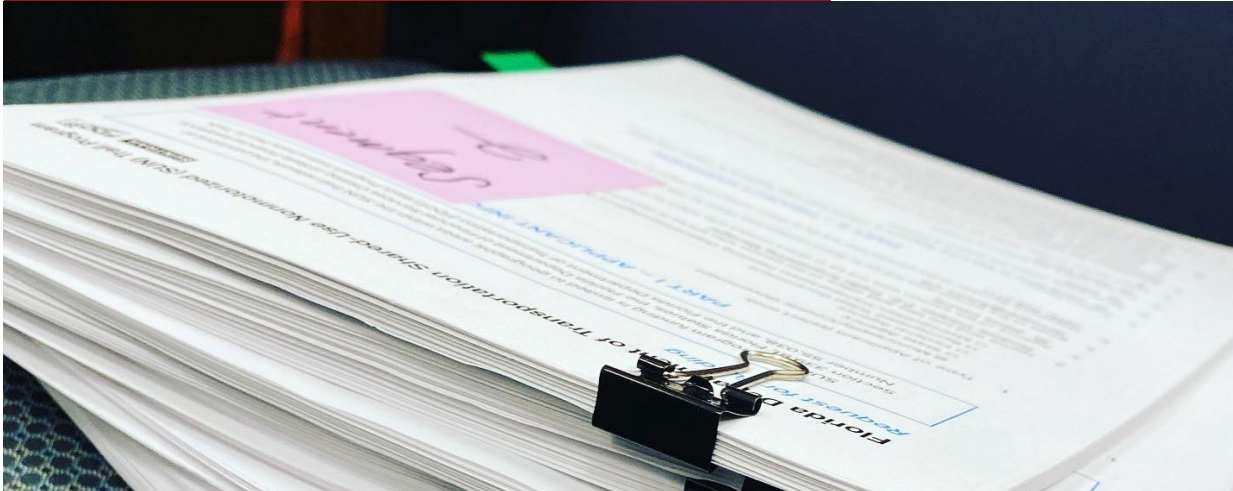
The "ReImagine: The Town of Orange Park" concept was defined through extensive review of existing public minutes, editorials, social media comments and data gathered through public engagement and became the 2040 Strategic Vision theme. The theme supported findings established through a 6-month SWOT analysis including public workshops, working one on one with town leadership and the business community. This theme supported targeted short, mid and long term goals and action plans.

Results included meeting DEO needs for sufficiency through the pandemic including public involvement, board approval and site collection needs. Public involvement required an interim communication strategy shift. The program was robust in online tools including live streaming via Zoom and YouTube of public charette and council meetings and interactive feedback including love chat and Facebook comments. Additionally, Heather assisted in developing an ESRI based community feedback tool which provided an interactive web-based dashboard. The Town of Orange Park Strategic Vision Plan 2040 was successfully adopted by the Town Council July 2020. The Town reengaged AE to assist in Transportation Planning functions including preparation of scopes to submit to the Federal Work Program and engaging regional stakeholders on behalf of the Town including Clay County, NAS Jax and the North Florida Transportation Planning Organization.

Deliverables included the Strategic Vision Plan 2040 five Volume Book technical narrative, infographic to explain the implementation process, site visit reports, 5 PowerPoint Presentations, development of original "ReImagine" Artwork, council presentations and visual media graphics.

RELEVANT EXPERIENCE

ST. JOHNS RIVER TO SEA LOOP TRAIL PLANNING STUDY


AEENGINEERING, INC.
 Civil Engineering • CEI • Construction Management

CLIENT:

St. Johns County

REFERENCE:

Rodney Cooper, P.E.
 Traffic Engineer
 rcooper@sjcfl.us
 (904)209-0266

CONTRACT AMOUNT:

\$13,500

LOCATION:

St. Johns County, FL

PROJECT DATES:

08/2019- 12/2019

CONSULTANT ROLE:

Subconsultant

KEY PERSONNEL:

Heather Neville, AICP

PROJECT HIGHLIGHTS:

Transportation Planning
 Intergovernmental coordination
 Maintenance cost calculation

Since the funded planning study did not include implementation of internal measures to meet state funding deadlines, St. Johns County (SJC) used subconsultant services provided by AE. The existing subconsultant agreement was to assist SJC Traffic Operations with bicycle, pedestrian and trail coordination.

Two programs were developed to assist the SJR2C Loop Trail program. Each provided step by step guidance to achieve a benchmark relative to the completion of the SJR2C Trail. The following program was established beginning July 2019 where all deliverables were completed by December 2019.

First, a dedicated timeline with submittals was planned to facilitate SJC in understanding whether the planning study findings and local acceptance of maintenance management would be adopted by various jurisdictions. While the SJR2C Loop Trail was a top priority of the State, and SJC had ranked SJR2C as a top priority trail, a studied alignment had not been selected. Also, the application to the FDOT for Shared Use Network Funding (SUN) is contingent on jurisdictional concurrency accepting maintenance management in addition to the alignment. The step by step plan was scheduled based on the three jurisdictions official commission meetings providing enough time to complete various tasks prior to the FDOT SUN deadline in December, should the alignment and maintenance be adopted. The complete plan memo outlined meetings with leadership from the three local jurisdictions plus State Park management, calculating estimates for maintenance, building commission presentations and researching example agenda and resolution narrative.

After the successful adoption of the planning study alignment and future maintenance management by all jurisdictions in November 2019, VRUM (now AE) under the Project Manager, began the process of applying for the SUN deadline. This required a dedicated plan and process to approach the 31-mile alignment. The process included application approach, segment prioritization justification, submittal task management, working with the FDOT planning consultant and submitting applications.

RELEVANT EXPERIENCE

VELOFEST COMMUNITY INITIATIVES

AE ENGINEERING, INC.
Civil Engineering • CEI • Construction Management



CLIENT:
St. Johns County

REFERENCE:
Errol Bos, P.E.
Board Member
errolbos@bellsouth.net
(904)403-1644

CONTRACT AMOUNT:
Advocacy, In-Kind Contribution

LOCATION:
St. Augustine, FL

PROJECT DATES:
08/2011-12/2018

CONSULTANT ROLE:
Prime

KEY PERSONNEL:
Heather Neville, AICP

PROJECT HIGHLIGHTS:
Transportation Planning
Corridor Planning
Safety
Intergovernmental Coordination
Digital Engagement
Public Engagement

Ms. Neville developed a 501© 3 nonprofit that became recognized statewide as leader in cycling safety advocacy through programs, projects, events and communication campaigns. Efforts were financially supported with annual fundraising and grant awards from Visit Florida, Barbara A. Kay Foundation and St. Johns County Category 2 to name a few. She managed and coordinated an annual marketing budget which included brand development, needs analysis, concept, design and placement. Mediums included website creation and maintenance, print, social media, promo material development (A.V. and print), event materials, scheduling and administrative functions for over 45 separate events and programs. She also developed communication concepts and all presser materials, event plans and graphics for a wide range of events, projects and programs.

To fulfill the mission, Heather was involved in mobility planning, sub area plan reviews, safety reviews and community event designs and management of traffic for permitting. Event types included large touring cycling events in St. Johns, Duval, Volusia, Putnam and Flagler Counties, route development for events, and parking solutions. Safety elements included A1A State Highway Safety Review and Community Online Survey, Nocatee Parkway User Matrix, city and county ordinance and comprehensive plan review and recommendations, Mobility Task Force appointment.

Highlights included: Mumford & Sons Gentlemen of The Road Bike Valet and Mobility Plan, City of St. Augustine "B" Plan, a mobility and communication plan for the 450th Celebration, Jack Johnson Bike Valet, Jail Break 5k, a partner project with Historic Tours of America, VeloFest 3 Day Bike Race, A Green Path Gathering public trail workshop as part of Anastasia Trail PD & E, Bikes, Brews and Cruise bicycle tour on Black Friday and St. Johns Ferry East Coast Greenway Signage Designation, Ribbon Cutting a Ride.

RELEVANT EXPERIENCE



PROJECT LOCATION

Atlantic Beach, Florida

PROJECT FOCUS

Neighborhood Planning
Art in Public Places
Connectivity
Community Engagement
Visualization



TOTAL FEES

\$45K

SCHEDULE

November 2021 - Current

PROJECT TEAM



REFERENCE

Shane Corbin, AICP
City Manager
City of Atlantic Beach
800 Seminole Road
City of Atlantic Beach, FL 32233
(904) 247-5817
scorbin@coab.us

GARDEN DISTRICT PLACEMAKING

City of Atlantic Beach

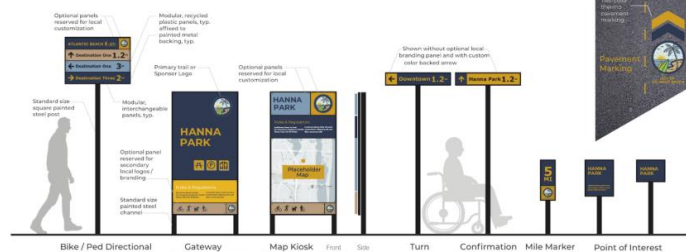
SCOPE

The Garden District placemaking project is in the City of Atlantic Beach. As part of the project in collaboration with AE Engineering, the project team prepared neighborhood vision for beautification and rebranding of the Marsh Oaks Neighborhood. Residents and Business stakeholders participated in creating a vision for economic development. The project team supported the City in preparation of short term, midterm, and long-term implementation strategy of the new district.

DDEC prepared complete streets visualization for community engagement meetings including an education campaign to develop cohesion and community ownership. DDE proposed roadway improvements that incorporated in painted roundabouts for beautifying, wayfinding and reimagined of a City logo. The project includes connectivity to local parks and implementation strategy of a community garden to meet the overall Garden District theme.



STANDARD WAYFINDING SIGNS: OFF STREET



RELEVANT EXPERIENCE



PROJECT LOCATION

West Palm Beach, Florida

PROJECT FOCUS

Corridor Planning
Scheduling
Community Engagement
Visualization



TOTAL FEES

\$50K

SCHEDULE

March 2021 - Current

PROJECT TEAM



REFERENCE

Kevin Vollbrecht, PE
Director of Engineering Services
City of West Palm Beach
401 West Clematis Street, 4th Floor
Phone: 561-2223-7585
kvollbrecht@wpb.org

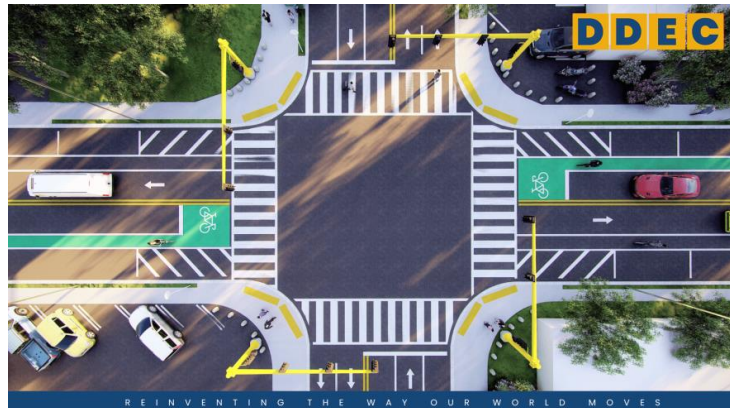
BROADWAY REIMINAGED

City of West Palm Beach

SCOPE

The Broadway Reimagined project is located within the CRA BMUD District between 25th Street and 45th Street. The surrounding land uses are residential, commercial, and institutional, and include connections to transit facilities, parks, and schools. The project corridor runs approximately one mile long and is entirely in the Florida Department of Transportation (FDOT) right-of-way (ROW). DDEC provided corridor planning, typical section development, funding strategy, visualization, and community engagement support. DDEC supported the City in securing grant funding for multiple phases of the project through the SunTrail program and State Road Modification (SRM) Program.

Implementing this lane repurposing would create a focus on enhancing safe mobility for all users, improving pedestrian and bicyclist access to the City's and County's broader transportation network, and connecting citizens to schools, parks, transit facilities, and commercial centers. This would be accomplished by upgrading the existing crosswalks, improving aesthetics and visibility, constructing ADA compliant ramps, providing shade trees, and reducing the travel speed along the corridor.



RELEVANT EXPERIENCE

Sophia Nelson,
BS, MS, ABD

**OUTREACH/
WORKFORCE**



VALUE TO PROJECT:
Deeply Experienced Community
and Public Engagement

Sophia is a longtime community strategist and accomplished public relations professional. Sophia has been on the front lines of high stakes public relations, marketing, campaign politics and crisis communications for some of the nation's largest organizations for almost 30 years. She is a proven and award-winning strategist who has successfully represented organizations in both the private and public sectors. Sophia creates, implements and measures successful marketing plans leading to increased ROI, brand awareness and enhanced reputation. Plan development includes detailed situation analysis, development of strategic, sector and opportunity-driven goals/objectives. She has extensive experience in the development of detailed public relations, communication, external affairs and marketing tactics in support of approved strategies.

Relevant Experience

Rivera Beach Housing Authority // West Palm Beach, Florida
Community Outreach/Labor Force | Project Total \$39MM | Completion: 11/2021
Managed the local preference and hiring initiative and coordinated community outreach events for force job fairs and prime/subcontractor outreach meetings. Reference: John Hurt | Executive Director | 561.845.7451 | jhurt@rivierabeachha.com

Boynton Beach Town Square // Boynton Beach, Florida
Public Involvement Lead | Project Total: \$55MM | Completion: 11/2020
For this unique public-private-partnership, Sophia is team lead on both public involvement activities and the Boynton Beach Building Wealth program, designed to encourage local hiring. The entire downtown area is being recreated. Reference: David Scott | Economic and Community Development Director | 561.742.6023 | ScottD@bbfl.us

Palm Beach Convention Center Hotel // West Palm Beach, Florida
Community Outreach/Labor Force | Project Total: \$75MM | Completion: 1/2016
Managed the local preference and hiring initiative and coordinated community outreach events including labor force job fairs, prime/subcontractor outreach meetings, and prime/subcontractor website creation for hiring and tracking. Reference: Brian Lacusky | Vice President/ Project Executive | 305.559.4900 | blacusky@coastalconstruction.com

Experience By the Numbers

\$85.5M

Successful community
engagement
construction projects

27

South Florida
projects successfully
managed

≥80%

Availability

FIRM

SA Nelson & Associates

YEARS OF EXPERIENCE

30 years

EXPERTISE

Statewide relationships with elected officials, community and civic organizations, and focused on innovation, creativity, and complete customer satisfaction.

CERTIFICATIONS

MBE, SBE, WBE, CBE, and DBE

EDUCATIONAL BACKGROUND

PhD Candidate (ABD)

MS Criminology Theory

BS Pre-Law/Sociology



"Specializing in, and deeply experienced in governmental and community engagement, I understand how to work with companies that work with government entities, their needs in relation to their constituencies, and the requirements of stewardship, transparency, and accountability."

RELEVANT EXPERIENCE

Charisma Adams

Outreach/Participation



VALUE TO PROJECT:

Sustainable Relationships with Key Stakeholders

Charisma has more than 20 years of experience in community outreach, governmental relations, public involvement, strategic plan development and stakeholder management. She specializes in developing and building strong community alliances resulting in increased local participation through contracting, workforce, and development activation.

Relevant Experience

Boynton Beach Town Square // Boynton Beach, Florida

Local Participation Lead | Project Total: \$55MM | Completion: 11/2020
For this unique public-private-partnership, Charisma led the efforts to exceed the City's local participation goal for contracts, labor and materials through the Boynton Beach Building Wealth program. Reference: David Scott | Economic and Community Development Director | 561.742.6023 | ScottD@bbfl.us

Northwood Anchor Site // West Palm Beach, FL

Community Engagement Lead | Project Total: \$60MM | Completion: 12/2025
Immocorp, using well-known Miami architect Kobi Karp, is building an eclectic residential and retail hub in the heart of Northwood. Charisma is charged to engage the community by managing the local preference and local hiring initiative and coordination of community outreach events. Reference: Gilbert Benhamou | Chief Executive Officer | 305.952.5353 | GB@immocorpcap.com

LIVE! Pompano Beach // Pompano Beach, FL

Local & Minority Participation Lead | Project Total \$30MM | Completion: 06/2026
The Cordish Companies and El Dorado Resorts plans to redevelop the Isle Casino Racing Pompano Park and build a mixed use development. Charisma will lead minority and local business participation efforts as well as oversee the community benefits plan. Reference: Zed Smith | Chief Operating Officer | 443-790-3594 | zed@cordish.com

The NORA District // West Palm Beach, Florida

Community Engagement Lead | Project Total \$550MM | Completion: 06/2026
Through the adaptive re-use, public realm enhancements, thoughtful green space, and streetscape improvements, NDT Development and Place Projects will position Nora to become a vibrant mixed use neighborhood. Charisma is charged to lead engagement efforts along with the coordination of community outreach events. Reference: Ned Grace | Chief Operating Officer | 561-725-4518 | ned@ndtdevelopment.com

Experience By the Numbers

\$50.5M

Successful community engagement construction projects

18

South Florida projects successfully managed



Availability

FIRM

SA Nelson & Associates

YEARS OF EXPERIENCE

20 years

EXPERTISE

Statewide relationships with elected officials, community and civic organizations, and focused on innovation, creativity, and complete customer satisfaction.

CERTIFICATIONS

MBE, SBE, WBE, CBE, and DBE

EDUCATIONAL BACKGROUND

Business Management



"We don't build communities. We build people, then people build the community."

RELEVANT EXPERIENCE

Felonice Merriman

Technology/Graphics



VALUE TO PROJECT:
Fusing technology and creativity into projects

F Felonice Merriman is Senior Project Specialist and Designer with S.A.Nelson & Associates and a proficient graphic designer and social media manager. Her eclectic interests from childhood propelled her into pursuing theatre and journalism. While co-editor of her college newspaper, Felonice discovered that she actually enjoyed laying out the school's newspaper which led to her pursuing Graphic and Web Design.

Felonice has spent over 15 years in newspapers and magazines including publishing her own regional parenting magazine. A love for the arts inspires Felonice to approach each design and web project with a fresh creative approach. "By using Technology and Design, it is opportunity to communicate information and thoughts in a different light to the end-user," says Felonice, "I love when a project allows me to stretch my creative muscles."

FIRM

SA Nelson & Associates

YEARS OF EXPERIENCE

20 years

EXPERTISE

Graphic Design
Marketing Advertising
Public Relations
Web Development & Content Management
Social Media
Photography
Video & Video Editing

CERTIFICATIONS

MBE, SBE, WBE, CBE, and DBE

EDUCATIONAL BACKGROUND

Graphic Design
Technology

Relevant Experience

B E T
BUILDING. ENGAGING.
RESIDENTS. TOGETHER.



A SAFER SOLUTION FOR WEST PALM BEACH

BROADWAY REIMAGINED

WEST PALM BEACH

Project Benefits

- The project will impact Broadway Avenue in West Palm Beach between 28th St. and 45th St.
- The section of Broadway is one mile long and is in FDOT right-of-way.
- The project will convert Broadway to a four-lane undivided roadway with landscaping, upgraded lighting, and a multiuse trail on the East side along the corridor.
- Safety improvements such as upgraded and midblock crosswalks, shade trees, and reducing car speeds.

Improved Pedestrian Safety

- Enhance pedestrian and bicyclist safety and mobility
- Upgrading the existing crosswalks
- Enhance ADA compliant curb ramps
- Providing shade trees

Supporting a Stronger Community

- Improve access to the hundreds of businesses located along the corridor.
- Area includes schools, restaurants, retail and other businesses.

Maintain Vehicular Level of Service

- Maintain vehicular level service while reducing pedestrian crashes.
- Corridor is currently a priority and listed as a high crash corridor within the city. 30% of these crashes involved pedestrians and bicyclists.

Project Benefits

The proposed project will address the long-term vision to enhance walkability, safe crossings, vehicular speed management, access, and roadway lighting.

Investing, Creating and Supporting a Stronger Community.

We need **YOUR INPUT!** Visit bit.ly/bwayfdot



"By using Technology and Design, it is opportunity to communicate information and thoughts in a different light to the end-user."

RELEVANT EXPERIENCE

Dante Fillyau

Technology/Graphics



VALUE TO PROJECT:
Blending Nontraditional aesthetic, technology and creativity

■ Dante' D. Fillyau is Senior Managing Partner of S.A.Nelson & Associates and a proficient webmaster and web-content manager. His eclectic interests from childhood propelled him first to earn his undergraduate degree in Mechanical Engineering from Florida A&M University, then his Master of Arts in Graphic Design from the acclaimed Savannah College of Art and Design.

A love of math and his engineering experience spur Dante to approach each design and web project both spatially and visually, moving beyond a 2D framework. "Design is a creative outlet for me," says Dante. "As the main web designer, I get to blend art, design and technology." His background with magazines and agencies also fuels the nontraditional aesthetic he brings to corporate projects.

FIRM

SA Nelson & Associates

YEARS OF EXPERIENCE

20 years

EXPERTISE

Graphic Design Marketing
Web & Mobile
Application Hosting &
Web Service Capabilities
Web Development &
Content Management
E-Commerce Solutions
Video & Video Editing

CERTIFICATIONS

MBE, SBE, WBE, CBE, and DBE

EDUCATIONAL BACKGROUND

Graphic Design
Mechanical Engineering

■ Relevant Experience

MIAMI GARDENS • FLORIDA



FORT LAUDERDALE VILLAGE DINE



“Design is a creative outlet for me,” says Dante
“As the main web designer, I get to blend art, design and technology.”

ST. AUGUSTINE LINCOLNVILLE COMMUNITY REDEVELOPMENT AGENCY GRANT PLANNING

AE began working with the CRA in 2021 to identify funding strategies to support the Institutional Rehabilitation and Capital Improvement identified projects. These efforts aimed to preserve Lincolnville's essence as both historically significant and prevent the further degradation of African American Heritage and Cultural resources lost due to gentrification and institutional racism. Heather was able to successfully provide task grant application management and support, as well as pro bono services to a second location within the City and CRA that was not funded by the CRA. If awarded, the project budgets are \$1.2 million and \$1.05 million, respectively.



ECONOMIC DEVELOPMENT CONSULTANT AND ADMINISTRATOR, JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY

Our subconsultant, The Southern Group (TSG), serves as an economic development consultant and administrator to the Jacksonville Beach Community Redevelopment Agency. In these roles, TSG has prepared an incentive toolbox, internal and external communication plan, and led the CRA through a plan amendment process. TSG also created a downtown incentive survey to gauge the interest of business owners' needs within the district for the CRA. This survey will help shape the way CRA makes strategic investments in the future. Additionally, the consultant is assisting the CRA in implementing the Downtown Action Plan which consists of art, lighting, wayfinding and signage, street furnishings, bike, and pier entryway plans.



DOWNTOWN JACKSONVILLE INVESTMENT AUTHORITY P3 CONSULTANT

Jim Gilmore from the Southern Group served as a consultant to the Jacksonville Downtown Investment Authority as a P3 consultant. During that time frame, he worked with the Executive Director to analyze and assist in the negotiation of P3 transactions in downtown. The District had a large mixed-use site in the Southbank of Downtown Jacksonville. This site was formerly a utility power plant which was made available for development. Items in the transaction included approval of a Community Development District bond issue for horizontal infrastructure and public commitment for parks and access for the public. In all cases, no public participation was awarded until the developer achieved financing for the



project. Mr. Gilmore also served as the consultant to establish the Retail Enhancement Grant program to provide recoverable grants to properties and businesses for the cost of renovating and preparing spaces for retail and commercial uses. Recipients were required to have a strong business plan, a marketing summary and experience.

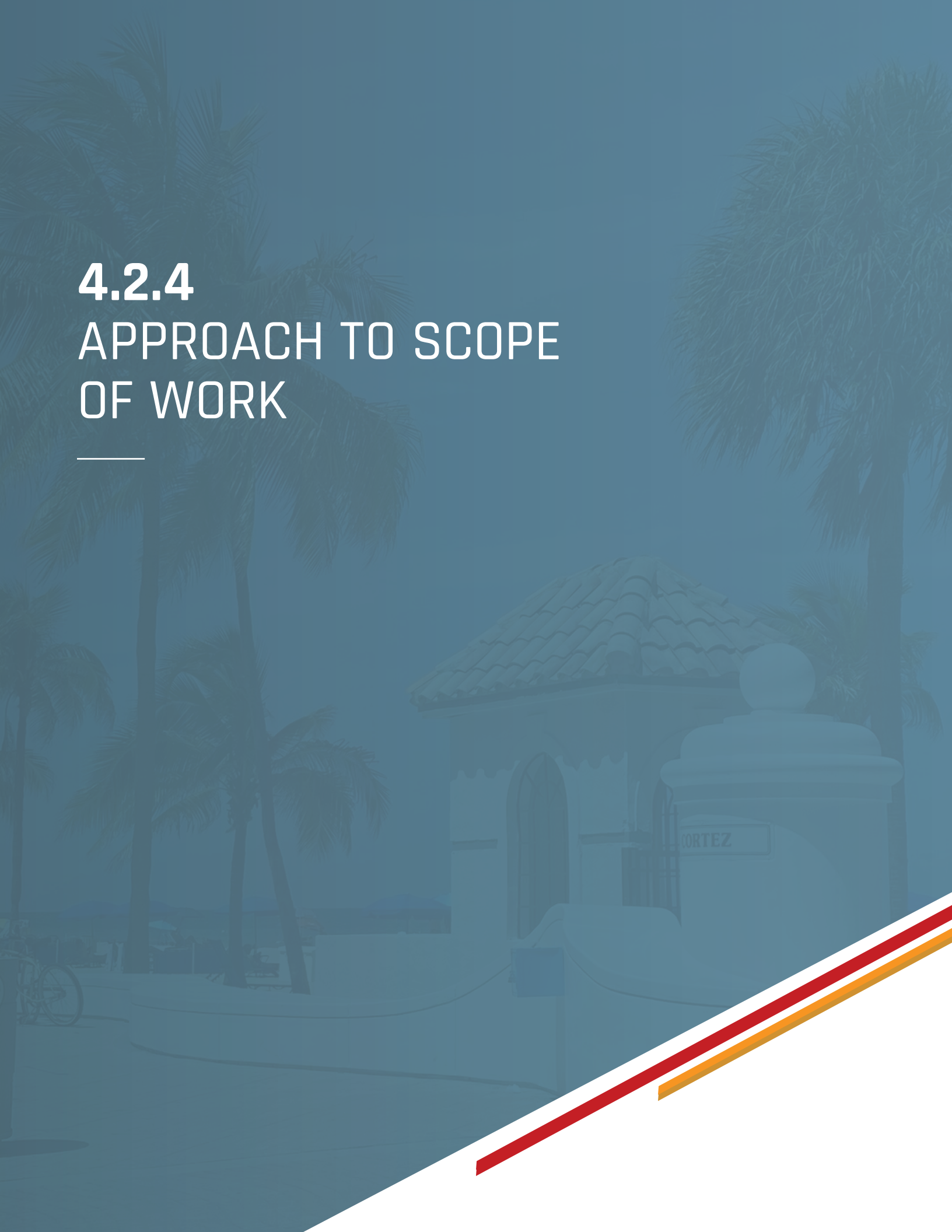
Sustainable Business Practices

AE and our team is committed to sustainable and conservative business practices. We leverage various business practices that reduce carbon footprint, encourage business partnership with emerging leaders, and work with communities for mentorship to ensure our industry thrives. AE utilizes Sharepoint, Google Docs, Slack, and other services to work remote and be as paperless as possible. This allows us to stay agile through any man made or natural disasters, provide you with documents readily available and reduce costs.

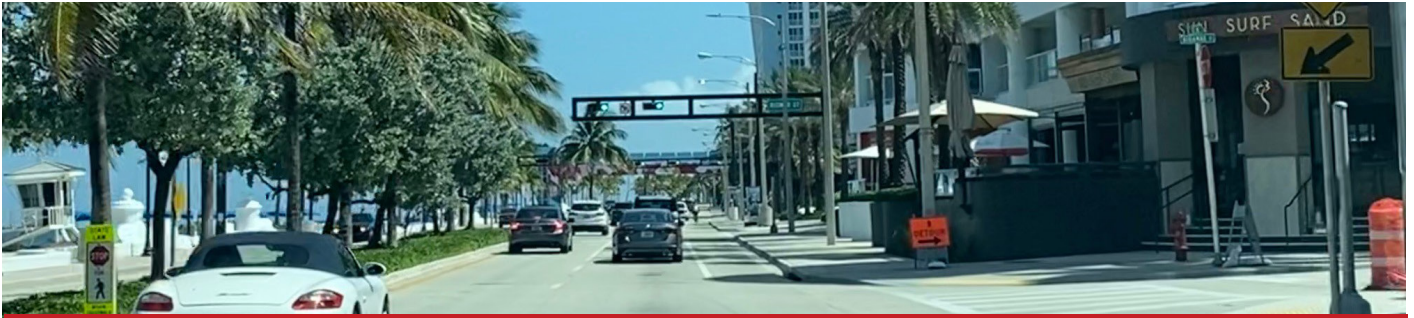
We partner with smaller firms to leverage our history and licenses and support the growth of up-and-coming businesses. We find with using this approach, that we bring the best skills and services to our clients and create sustainable business practices. Lastly, we have a commitment to supporting our partner communities. Whether mentoring, training, or providing pro bono services to achieve desired outcomes, we are committed to developing sustainable communities.

4.2.4

APPROACH TO SCOPE OF WORK



4.2.4 APPROACH TO SCOPE OF WORK



Overall Approach

With the budget allotted we believe a phased approach will help the CRA to successfully prepare all desired documents. For Phase 1, we will conduct a study to determine community objectives and additional financial needs to satisfy the various, robust analysis elements. Each sub-section of the scope deserves a closer look. Having a strategy to tackle this process will help create a more successful and concise implementation strategy; In turn, this will allow us to assist in identifying grant funding to target specific studies. Ultimately, this discovery phase will help identify which elements the community desires to tackle first.

Below is a timeline to perform Phase 1: The findings will review all elements of the scope request and utilize public meetings, survey, and other tools to include, electronic, paper, and foot canvassing to understand the next phase priority. This will assist in using local resources carefully and provide you with a dedicated road map for the implementation strategy.

Phase I Project Timeline

Element	Time in Months	Deliverable
Act as staff	6	Memo support
Data Review	3	Memo outline
Public Outreach	3	Three Public Meetings with Memo of Findings
Phase 1 Findings, Prepare Roadmap to Implementation	1	Report and Presentation to Board
Initial Phase 1 Total Time	6	Initial Implementation Outline

Provision of Community/Economic Development Services

AE and our team have provided in-house services for several municipalities and currently with the City of Riviera Beach, City of West Palm Beach, and City of St. Augustine. Based on Phase 1 Findings, we will provide a dedicated work plan that tackles the various identified elements based on factors identified through initial discussions with local leadership, residents, and businesses. We will utilize several tools to support day-to-day support to ensure open lines of communication and meeting set deadlines. Having regularly scheduled update meetings with the local and consultant team will ensure that we are meeting the goals for this project.

Various steps include:

- Examining and analyzing current strategies in place with Ft. Lauderdale and Broward County for effectiveness
- Researching and working with the Florida Redevelopment Association and Florida Economic Development Council on best practices in other parts of Florida
- Researching and identifying factors that inhibit business retention and expansion
- Preparing a report of the analytic work
- Reviewing and collaborating with staff to discuss strategic options
- Preparing strategy recommendations

Based on the business retention and expansion strategy, we will collaborate and work with stakeholders in the area, such as:

- Governmental Leaders
- Community Leaders
- Businesses within the area
- Real Estate leaders
- Developers
- Urban Land Institute Chapter
- Economic development leaders within Fort Lauderdale and Broward County
- Chamber of Commerce
- State wide economic development leaders: Enterprise Florida, State Department of Economic Opportunity

Additional steps consist of:

- Identifying and preparing a tool box for use by the city to incentivize as appropriate growth and create economic opportunities
- Preparing a road map for implementation

We will then create a system that matches Opportunity Zone Fund Investors with real estate projects and businesses through the following steps:

- Identifying and understanding real estate market opportunities within the area
- Identifying Opportunity Fund investors
- Preparing materials for presentation to Opportunity Funds with real estate market data to spur investment.



Financial Inclusion For Lower-Income Households And Businesses

With a targeted road map based on Phase 1, we will be able to properly respond to the various requirements of federally funded programs. A clearly defined program that is defensible through community support and elected leadership votes will strengthen the CRA's position in competitive and non-competitive funding strategies. Being that the EDC is newly formed, this will also help serve as a guiding document for future decisions and historic record as justification to continue longer term projects.

AE is also familiar and comfortable meeting the procedural and contractual requirements of federal programs. Our current work with various federal and state organizations has provided us with an opportunity to build internal systems that supports and educates the local staff.

Implementation Strategy For The Creation Of An African American Arts & Culture District

Building on the success of our teamed partners' approach to inclusive strategic planning and Phase 1 community engagement, we will build the strategy. Our team is very excited to be part of the narrative that will be the district: Promoting business, history, incentivizing locally owned infill, and attracting like-minded investors will preserve all that is unique to the area. The utilization of an implementation strategy is only effective if adopted and supported. We will ensure the plan is in sync with what the community wants, has identified, and shows support through data driven methods.

Facilitating And Achieving Active Community Participation

Restoring the art and social life in Fort Lauderdale starts with a rethinking of streets, public spaces, and community institutions. The social life of communities happens most frequently and joyfully in business districts, squares, and other welcoming spots that are connected to create a whole culture. In order to revive a city's art and social life, it is crucial to acknowledge that the best gathering places "triangulate" a number of activities—strolling, shopping, people watching, finding food or dessert, or just hanging out. These things happening together in one spot is powerful, creating a space where everybody wants to be. A new emphasis on social life could be the future foundation of Fort Lauderdale Life.

One of the most vital things a community can have is a real network of small public spaces which draw people on a day-to-day basis. Through the presence of these places, city social life recovery can happen. The concept of drawing people together guides the creation of just a place that is connected, vital, and dynamic. Communicating how this will happen to the community is an essential component.

COMMUNITY INVOLVEMENT IS KEY - People are the most precious resource of any place. Community means involving the youngest generations to the oldest! Everyone uses public space differently, and everyone gets a place at the table. The public should view any community project as truly inclusionary, as they look for ways to engage and become a part of the fabric of everyday gathering places. Using local culture as a catalyst for change will help the teamwork with the existing community to find solutions for all— getting creative, involving the community, and working with what is already present and existing.

DOCUMENTATION OF COMMUNICATIONS RESULTS – As a team with specialists in governmental accounts, we recognize the need to document and report our results. All agency functions are continuously documented and reported, typically on a monthly, quarterly, and annual basis. Before results can be documented, the agency and client will determine the goals, objectives, and activities for the client and agency in advance. The client and agency then agree on what metrics and analysis will be used to report and document communication results. The ongoing documentation of communications results is organized and provided by the client's assigned Account Executive.



MEDIA RELATIONS – Although media relations can be instantaneous in many instances, our teamed partner, S.A.Nelson & Associates, manages media relations through planned, strategic decisions made prior to media contact. Planning can include determining agency spokespersons, creating specific press contact “Do’s and Don’ts,” scripted talking points prior to contact, the preparation of key points or visuals for the press, and much more. Pre -contact press planning helps assure greater control of reporting outcomes and engaging an ongoing media relations program.

Proposed Vision, Ideas, and Methodology

We look forward to working with the community to better understand how the many amazing capital improvements and investment in housing, commercial, and other structures feels to them personally. While locations have been identified, without a common theme, and identified brand that all can attach to for the long haul, it can become difficult to keep the fire lit on projects that can take between 5 and 20 years to complete. We envision the City of Fort Lauderdale will be successful with a dedicated branding strategy.

Through Phase 1, we would be looking for local cues that tell the story and identify a brand from that story. Our process to define a client’s brand begins with deep discovery of the client, its attributes, the client’s potential communication targets, and their competitive set. This begins in Phase 1 and will continue throughout the project.

After discovery and before creation, the process may involve objective research to ensure market and community resonance with the potential brand. Once created and approved, the brand is codified through written Brand Guidelines, providing the source for any future questions or concerns about the definition or use of the brand. We then provide a plan for strategic adoption of the brand, ensuring that the brand is expressed through everything the client is, does, and appears throughout all communication. Efforts also typically involve some manner of educating the community regarding the brand, as well as efforts to encourage the community’s adoption and expression of the brand.

We will utilize several ways to share this information, including survey, public events, and social media. Innovative public charette, corner store conversations, and identified community advocates will also help guide this process.

Another key focus will be implementation strategies that leverage transportation as a way to create better places, combining multiple local objectives within the CRA boundary with creative funding strategies. Defining access that is inclusive will connect the area more, making it more attractive to investment and creating a sense of place and pride for locals.

Facilities, Technological Capabilities, and Other Resources

AE is proudly a local Class B designation as outlined by the City. Our well-equipped facility means we can reduce cost for space and travel. Our teamed firms with local support live and work in the area, including West Palm Beach, Tamarac, Boca Raton, and Miami. We utilize the full Microsoft Sharepoint and One Drive Suite as well as various FTP and data transfers for large files. Our teamed partners have services which include SketchUp, Publisher, InDesign and others to ensure our materials provide you with the best designs quickly and efficiently.

CURRENT WORKLOAD

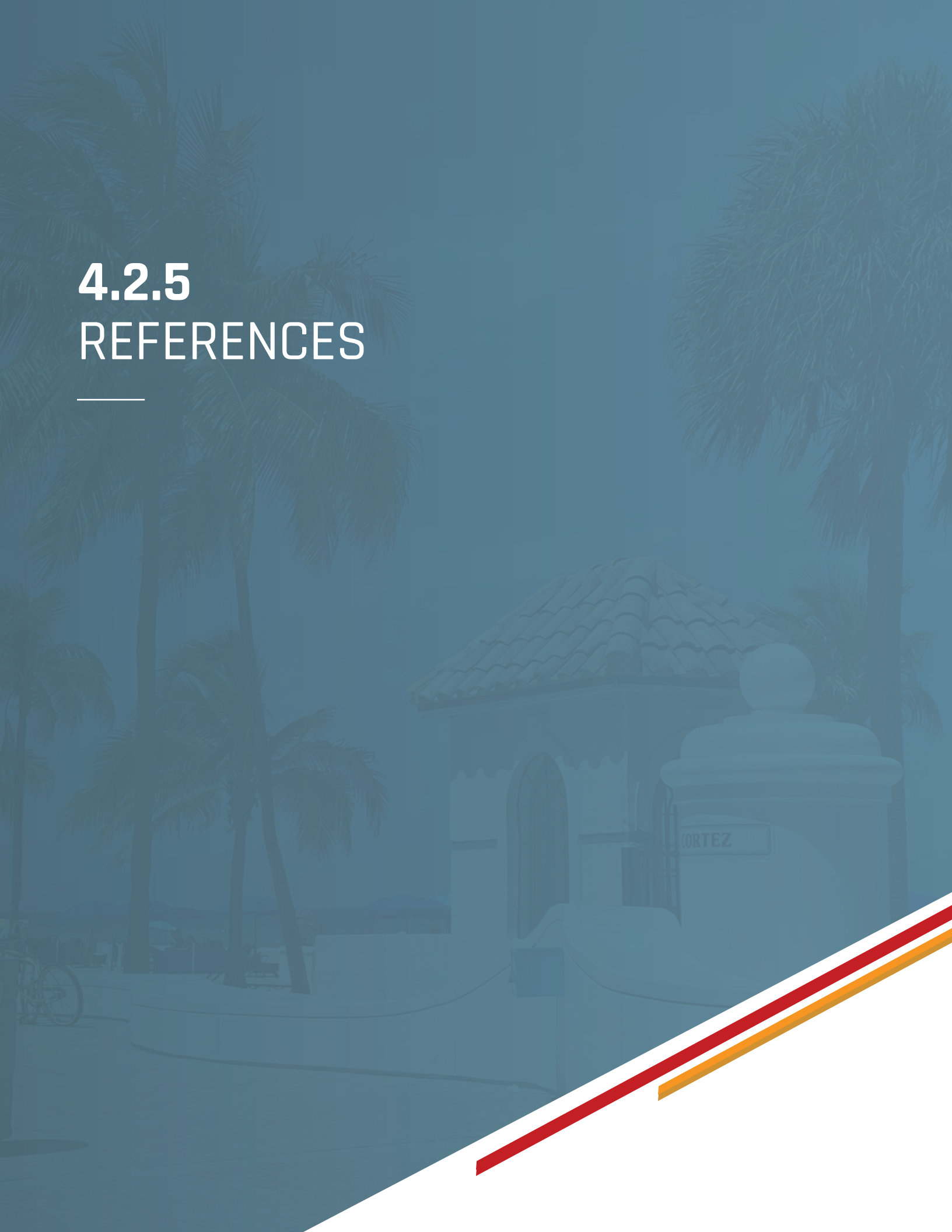


AE AND OUR PROPOSED TEAM ARE AVAILABLE AND READY

to service this project. Our team of specialists will work together to ensure the success of all project elements. While we are all grateful for successful recent project awards in the area, we have the capacity to dedicate the time needed to achieve success.

100%

4.2.5 REFERENCES



4.2.5 REFERENCES

TEAM MEMBER	AE Engineering, Inc.			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
TOP Vision 2040	Sarah Campbell, City Manager	scampbell@town-op.com	(904)-278-3011	2020
DESCRIPTION	The DEO Funded a 20-Year Visioning Study, Implementation Strategy, and Economic Development. Budget / Actual: \$150,000 / \$165,000			

TEAM MEMBER	AE Engineering, Inc.			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
Lincolnvile CRA Grant Strategy and Management	Jaime Perkins, Administrator	jperkins@citystaug.com	(904)-209-4254	On-going per task
DESCRIPTION	Grant Identification and Management of Applications Budget / Actual: \$3500 / \$3500			

TEAM MEMBER	The Southern Group			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
Jacksonville Beach Community Redevelopment Agency	Art Graham, Director	voteart@aol.com	(904)-318-0485	On-going
DESCRIPTION	Economic development consultant and administrator to CRA. Prepared an incentive toolbox, internal and external communication plan, led the CRA through a plan amendment process. Budget / Actual: \$6,500 monthly retainer			

TEAM MEMBER	The Southern Group			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
Jacksonville Downtown Investment Authority as a P3 consultant	Mr. Aundra Wallace, President	awallace@jaxusa.org	(904)-366-6654	2016
DESCRIPTION	Worked with the Executive Director to analyze a large mixed use site in Items in the transaction included approval of a Community Development District bond issue for horizontal infrastructure and public commitment for parks and access for the public. Budget / Actual: \$6,500 monthly, Never went over budget			

TEAM MEMBER	S.A. and Associates			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
Jazz in the Gardens Music Fest	P. Burks	pburks@miamigardens-fl.gov	954-826-4995	2017 - Present
DESCRIPTION	Website development and management year-round. Maintain and developed design collateral and marketing materials for the famous Miami Gardens Jazz In The Gardens Music Festival. Budget / Actual: \$250,000 on budget			

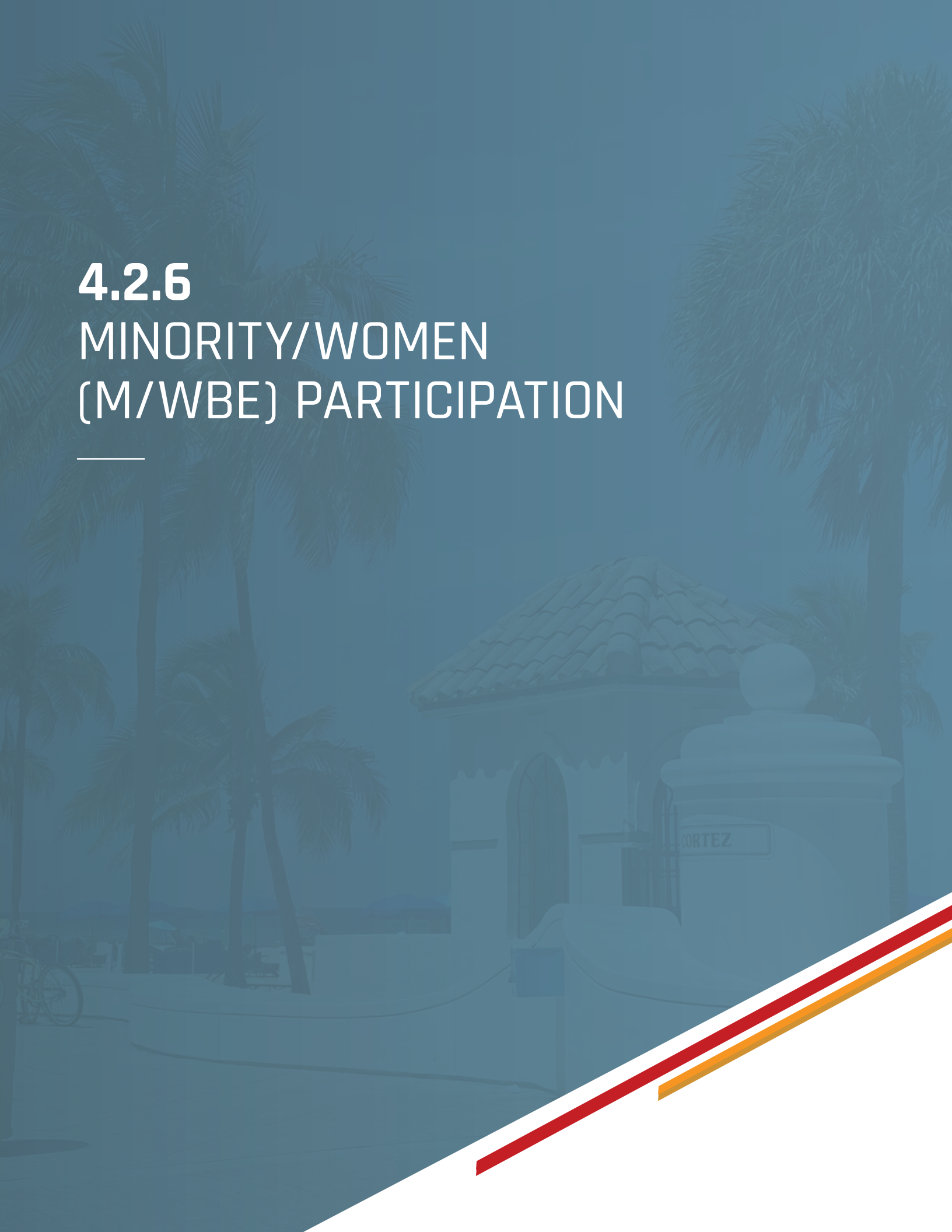
TEAM MEMBER	S.A. and Associates			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
Event Coordination-Gospel & Arts Festival/ National Black Business Month Reception	Cory Nerring	cory@blueoceanfl.com	561-601-2228	2019 - Present
DESCRIPTION	Launched the Inaugural Gospel & Arts Festival and National Black Business Month Reception; Event branding, marketing, public relations, community outreach, social media promotions, email marketing, collateral material production, event coordination and management. Budget / Actual: \$75,000 on budget			

TEAM MEMBER	S.A. and Associates			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
West Palm Beach Northwood Anchor Project	Franck Gotsman	gotsman@aol.com	305-984-9535	Estimated 2023
DESCRIPTION	Branding, marketing, community outreach, and public relations services. Responsible for managing the local preference and local hiring initiative and coordination of community outreach events. Budget / Actual: \$32 Million			

TEAM MEMBER	S.A. and Associates			
PROJECT	CONTACT	EMAIL	PHONE	YEAR COMPLETED
Boynton Beach Town Square	David Scott	scottd@bbfl.us	410-598-2321	2017
DESCRIPTION	Branding, marketing, community outreach, and public relations services. They led the local preference and local hiring initiative and coordination of community outreach events. Budget / Actual: \$250 Million			

4.2.6

MINORITY/WOMEN (M/WBE) PARTICIPATION



4.2.6 MINORITY/WOMEN (M/WBE) PARTICIPATION

AE is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. We are committed to meeting M/WBE procurement goals under Florida Statutes 287.09451. In fact, two (2) of our subconsultants, DDEC and S.A. Nelson & Associates, are Minority/Women Business Enterprise certified in the state of Florida.

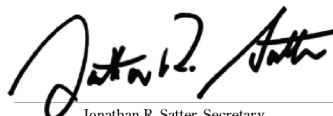
YES

State of Florida

Minority Business Certification

AE Engineering Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
06/29/2021 to 06/29/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

4.2.7 SUBCONTRACTORS



4.2.7 SUBCONTRACTORS

AE has identified in the table below the subcontractors that may be utilized during the term of this contract with the City of Fort Lauderdale:

FIRM	BUSINESS STRUCTURE	DBE / MBE	LOCATION	CONTACT	LICENSES / CERTIFICATION
DDEC www.ddec.com 1 year experience Firm size: 6	LLC	Yes	2801 NW 55th Ct. Tamarac, FL 33309	Uyen Dang, P.E. uyen@ddec.com	P.E., DBE, MBE
S.A. Nelson & Associates https://sanelson.co/ 6 years experience Firm size: 6	LLC	Yes	5883 Caribbean Blvd. West Palm Beach, FL 33407	Sophia Nelson, BS, MS, ABD sanelsonassociates@gmail.com (561)-531-1876	DBE, SBE, WBE
The Southern Group https://thesoutherngroup.com/offices/jacksonville/ 20+ years experience Firm size: 50	Corp	No	208 N. Laura Street Suite 710 Jacksonville, FL 32202	Jim Gilmore gilmore@thesoutherngroup.com (904)-425-8765	N/A
Allegretti Consulting https://www.allegretticonsulting.com/ 20+ years experience Firm size: 1	Sole	No	Jacksonville, FL	Tony Allegretti tony@allegretticonsulting.com (904)-469-8876	N/A

4.2.8 REQUIRED FORMS



A. PROPOSAL CERTIFICATION

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☒

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
N/A					

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

A. PROPOSAL CERTIFICATION

City of Fort Lauderdale

Bid 12584-125

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Roderick Myrick, P.E.

Name (printed)


Signature

12/9/2021

Date

President

Title

Revised 4/28/2020

B. COST PROPOSAL

City of Fort Lauderdale

Bid 12584-125

SECTION VI - COST PROPOSAL PAGE

Proposer Name: AE Engineering, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. CRA Consulting services for: Economic Development Corporation (Invest Florida, Inc.) For a Period of 12 Months \$ \$118,515.00

2. CRA Consulting services for : Development of Art & Culture District Implementation Strategy For a Period of 12 Months \$ \$78,985.00

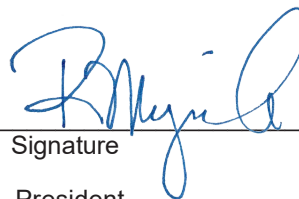
Total Project Cost \$ \$197,500.00

Submitted by:Roderick Myrick, P.E.

Name (printed)

12/9/2021

Date



Signature

President

Title

B. COST PROPOSAL

	Senior Principal (Licensed)	Principal (Licensed)	Principal	Senior Project Manager (Licensed)	Project Manager	Senior Professional Engineer	Cadd Technician	Senior Planner (Licensed)	Senior Designer	Designer	Web Developer	Communications Specialist	Program Manager	Program Coordinator	Grants Coordinator	Administrative Assistant
	\$ 285.00	\$ 250.00	\$ 210.00	\$ 250.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 140.00	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00	\$ 90.00	\$ 140.00	\$ 85.00
Corporation (Invest Florida, Inc.) For a Period of 12 Months																
Dedicated Staff Support 10 hours per week					260									260		
Review Data				25		30							30			
Prepare identified measures, specialist				25	35					52			30			
Prepare applications													15			
Note: Excludes specific CDFI Strategy Plan, that requires public outreach and concurrent approved elements likely beyond 12 months to complete.																
Sub Total Hours	0	0	0	50	295	30	0	0	0	52	0	0	75	260	0	0
Sub Total Fees \$	-	\$	-	\$	12,500.00	\$ 54,575.00	\$ 5,550.00	\$ -	\$ -	\$ 6,240.00	\$ -	\$ -	\$ 11,250.00	\$ 23,400.00	\$ -	\$ -
Total Task 1 \$	113,515.00															
Culture District Implementation Strategy For a Period of 12 Months																
Public Outreach, Up to 5 Events				45	45	25				50		45	45	45		
Phase 1 Strategy Development	2			10	10	10						10	10	10		
Report and Presentation including printing	4			10	25	20				10		3	10	5		
Sub Total Hours	6	0	0	65	80	55	0	0	0	60	0	58	65	60	0	0
Sub Total Fees \$	1,710.00	\$	-	\$ -	\$ 16,250.00	\$ 14,800.00	\$ 10,175.00	\$ -	\$ -	\$ 7,200.00	\$ -	\$ 8,700.00	\$ 9,750.00	\$ 5,400.00	\$ -	\$ -
Total Task 2 \$	73,985.00															
Travel add 5% max	\$10,000															
Total Fees	\$197,500.00															
AE Engineering Inc RFP 12584-125 Rate Schedule																

C. NON-COLLUSION STATEMENT

City of Fort Lauderdale

Bid 12584-125

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

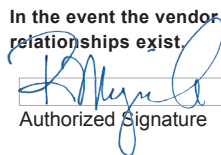
NAME

N/A

RELATIONSHIPS

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.


Authorized Signature

President
Title

Roderick Myrick, P.E.
Name (Printed)

12/9/2021
Date

D. NON-DISCRIMINATION CERTIFICATION FORM

City of Fort Lauderdale

Bid 12584-125

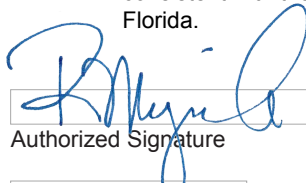
CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.


Authorized Signature

Roderick Myrick, P.E. - President
Print Name and Title

12/9/2021
Date

E. LOCAL BUSINESS PREFERENCE (LBP)

City of Fort Lauderdale

Bid 12584-125

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) AE Engineering, Inc.
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

E. LOCAL BUSINESS PREFERENCE (LBP)

City of Fort Lauderdale

Bid 12584-125

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: AE Engineering, Inc.

AUTHORIZED Roderick Myrick, P.E.

COMPANY

PERSON:

President

PRINTED NAME

TITLE

SIGNATURE:



DATE:

12/9/2021

F. LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: AE ENGINEERING INC

Owner Name: RODERICK MYRICK
Business Location: 3333 W COMMERCIAL BLVD
 FT LAUDERDALE
Business Phone: 904-337-6324

Receipt #: 315-318687
Business Type: ENGINEER

Business Opened: 08/12/2021
State/County/Cert/Reg: PE56969
Exemption Code:

Rooms
Seats
Employees
6
Machines
Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

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:
 AE ENGINEERING INC
 219 N NEWNAN ST 4TH FLOOR
 JACKSONVILLE, FL 33202

Receipt #03B-20-00001871
Paid 08/16/2021 37.50

2021 - 2022

F. DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE (DBEP)

City of Fort Lauderdale

Bid 12584-125



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE

FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

F. DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE (DBEP)

City of Fort Lauderdale

Bid 12584-125

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)
(Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)
(Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)
(Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)
(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)
(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)
(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME



SIGNATURE

DATE

F. DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE (DBEP)

WebFOCUS Report

Page 1 of 2

AE
Number of Records Returned: 1

Selection Criteria:

Vendor : AE ENGINEERING INC

Vendor Name: [AE ENGINEERING INC](#)
DBE Certification: CERTIFIED

MBE Certification: Certified

DBA:
Former Name:
Business Description: TO PROVIDE PROFESSIONAL SERVICES IN THE FIELD OF ENGINEERING AND CONSTRUCTION AND CONTRACTING SERVICES

Mailing AddressJ: 219 N NEWNAN ST
2ND FLOOR
JACKSONVILLE, FL 32202-

Contact Name: RODRICK MYRICK

Phone: (904) 337-6324

Fax: (904) 332-8424

Email: ROD@AEENGINEERINGINC.COM
ACDBE Status: N

Statewide Availability: Y

Certified NAICS

237310	Highway, Street, and Bridge Construction
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
541330	Engineering Services
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific, and Technical Services
561730	Landscaping Services

G. CONTRACT PAYMENT METHOD

City of Fort Lauderdale

Bid 12584-125

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

AE Engineering, Inc.
Company Name

Roderick Myrick, P.E.
Name (Printed)

12/9/2021
Date



Signature

President
Title

H. E-VERIFY AFFIRMATION STATEMENT

City of Fort Lauderdale

Bid 12584-125

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12584-125

Project Description: Consultant Services to Ft. Lauderdale
Community Redevelopment Agency

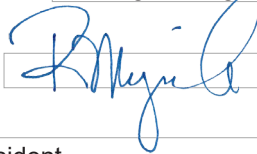
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: AE Engineering, Inc.

Authorized Company Person's Signature:



Authorized Company Person's Title: President

Date: 12/9/2021

9/15/2020

H. E-VERIFY AFFIRMATION STATEMENT



Company ID Number: 760681

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	AE Engineering, Inc.
Company Facility Address	219 N. Newnan St. 4th Floor Jacksonville, FL 32202
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	204567692
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

H. E-VERIFY AFFIRMATION STATEMENT



Company ID Number: 760681

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 2 site(s)

H. E-VERIFY AFFIRMATION STATEMENT



Company ID Number: 760681

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kimberly Rowell
Phone Number (904) 719 - 6857
Fax Number
Email Address krowell@aeengineeringinc.com

Name Stacey L da Silva
Phone Number (904) 337 - 6324
Fax Number
Email Address sdasilva@aeengineeringinc.com

I. INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2021

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

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

PRODUCER Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409		CONTACT NAME: Avonelle McClean CIA BBA ARM PHONE (A/C, No, Ext): (561) 686-2266 FAX (A/C, No): (561) 686-2313 E-MAIL ADDRESS: amcclean@bb-wpb.com															
INSURED AE Engineering, Inc. 219 N Newman Street 4th Floor Jacksonville FL 32202		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E: StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: The Travelers Indemnity Company of Connecticut	25682	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Travelers Casualty and Surety Company	19038	INSURER E: StarNet Insurance Company	40045	INSURER F:	
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INSURER F:																	

COVERAGES
CERTIFICATE NUMBER: 21-22 PKG, Auto, UMB,

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			680 - 002J533540	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			BA-7R168867-1	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	☒ UMBRELLA LIAB			CUP-002J538584	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 2,000,000
	☐ DED	☒ RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-1S51151A-21-47-G	06/21/2021	06/21/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Maritime Employers Liability			BOUMP210275	07/07/2021	07/07/2022	Any Accident or Illness 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

AE Engineering, Inc 219 N Newman Street 4th Floor Jacksonville FL 32202	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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I. INSURANCE CERTIFICATE



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED AE Engineering, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Professional Liability - Landmark American Insurance Company - 07/31/21-04/01/22: \$2,000,000 Per Claim/Annual Aggregate; \$1,000,000 Network Security Per Claim Sublimit; \$1,000,000 Network Security Aggregate Sublimit.

J. W-9 FOR PROPOSING FIRM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	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. AE Engineering, Inc.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	☐ 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.) See instructions. 219 N. Newnan St., 4th Floor		Requester's name and address (optional)
6 City, state, and ZIP code Jacksonville, FL 32202		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

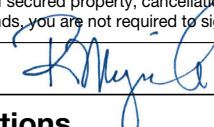
Social security number									
or									
Employer identification number									
2	0		4	5	6	7	6	9	2

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 01/04/2021
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

I. ACTIVE STATUS PAGE - SUNBIZ.ORG

12/6/21, 3:06 PM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
AE ENGINEERING, INC.

Filing Information

Document Number P06000043128
FEI/EIN Number 20-4567692
Date Filed 03/27/2006
Effective Date 03/20/2006
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 12/07/2015
Event Effective Date NONE

Principal Address

219 N Newnan Street
4th Floor
JACKSONVILLE, FL 32202

Changed: 01/28/2020

Mailing Address

219 N Newnan Street
4th Floor
JACKSONVILLE, FL 32202

Changed: 01/28/2020

Registered Agent Name & Address

Nichols, Cory W
219 N Newnan Street
4th Floor
JACKSONVILLE, FL 32202

Name Changed: 10/25/2017

Address Changed: 01/28/2020

Officer/Director Detail

Name & Address

I. ACTIVE STATUS PAGE - SUNBIZ.ORG

12/6/21, 3:06 PM

Detail by Entity Name

Title Senior Vice President

NICHOLS, CORY W
1107 1st Street South
Unit C
Jacksonville Beach, FL 32250

Title President

Myrick, Roderick
12542 Highview Dr.
Jacksonville, FL 32202

Annual Reports

Report Year	Filed Date
2019	02/05/2019
2020	01/28/2020
2021	01/08/2021

Document Images

01/08/2021 -- ANNUAL REPORT	View image in PDF format
01/28/2020 -- ANNUAL REPORT	View image in PDF format
02/05/2019 -- ANNUAL REPORT	View image in PDF format
09/14/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
06/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/07/2018 -- ANNUAL REPORT	View image in PDF format
10/25/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
12/07/2015 -- Amendment	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
09/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
05/21/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
05/15/2013 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2010 -- ANNUAL REPORT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
05/12/2008 -- ANNUAL REPORT	View image in PDF format
04/28/2007 -- ANNUAL REPORT	View image in PDF format
03/27/2006 -- Domestic Profit	View image in PDF format



City of Fort Lauderdale
Consultant Services to Fort Lauderdale Community Redevelopment Agency
RFP # 12584-125

Proposal

Economic Development Corporation and the Creation of an African American Arts & Culture District Implementation Strategy



Submitted by:

Carras Community Investment, Inc.

in conjunction with

E. L. Waters and Company, LLC and Geophil Enterprises, Inc.

December 9, 2021

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3	Executive Summary
5	Experience and Qualifications
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27	Appendix – Carras Community Investment, Inc. Detailed Experience

I. Executive Summary

Business Entity: Carras Community Investment, Inc.

Background: Carras Community Investment, Inc. was formed in 1990 with offices in Fort Lauderdale, Florida, Boston, Massachusetts and Atlanta, Georgia. The firm's primary services are redevelopment, community and economic development, and development finance consulting services for public, non-profit organizations, financial institutions and developers. During the past 30 years, the firm has worked in over 35 states, 200 communities and has produced numerous plans, studies, and implementation strategies for a variety of clients that has resulted in over \$2 billion in community development investment activity. The firm's principal, James Carras, has been recognized as a national expert in community and economic development and development finance including a 2021 Harvard University Advanced Leadership Initiative Fellow, Lifetime Achievement Award from the Council of Development Finance Agencies, the John Hay Whitney Fellowship and the City of Fort Lauderdale Proclamation "for exemplary contributions to our community."

The firm's Principal, James Carras, is the primary employee along with Stephanie Rosendorf, Senior Research Associate. The firm works in collaboration with numerous other firms including those listed in this proposal (Elbert Waters, E. L. Waters and Company, LLC and George Gadson, Geophil Enterprises, Inc.)

Main Office: 1701 Northeast Sixth Street, Fort Lauderdale, Florida 33304

Office location: 1701 Northeast Sixth Street, Fort Lauderdale, Florida 33304
(Note: The firm will be relocated post-pandemic from this residential zone address to a non-residential zone address in the city of Fort Lauderdale within the next 90 days)

Officers, Principals: James Carras, Principal

Key elements of the proposal

Arts and culture are essential for building community, supporting development, nurturing health and well-being, and contributing to economic opportunity. Collectively, arts and culture enable understanding of the past and envisioning of a shared, more equitable future. In disinvested communities, arts and culture act as tools for community development, shaping infrastructure, transportation, access to healthy food, and other core amenities. In communities of color and low-income communities, arts and culture contribute to strengthening cultural identity, healing trauma, and fostering shared vision for community. Development of a community-based plan is essential to creating an Arts and Culture District in the Sistrunk Community. However, most importantly, detailed and precise implementation steps must be identified, resources allocated and a workplan created.

Our goal is to provide staffing services to the newly formed Economic Development Corporation (EDC), Invest Fort Lauderdale, Inc., a critical entity for the implementation of the Arts and Culture Plan along with the CRA and the City of Fort Lauderdale. For the past two years, Carras Community Investment, Inc. has been the primary consultant to the Fort Lauderdale CRA in the design, planning and creation of the EDC. We successfully worked with key community leaders, CRA and City staff as well as CRA Board members and City Commissioners to actualize the EDC. We have reviewed national promising practices and have a comprehensive understanding of capital resources as well as implementation strategies for arts and culture districts particularly in African American communities.

II. Experience and Qualifications

Number of years of experience – 45 years

*Business Structure (registered State of Florida) Chapter S corporation; Registered State of Florida
Active Florida Corporation: Document Number P09000071983*

Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc.

1701 Northeast Sixth Street

Fort Lauderdale Florida 33304

Telephone: 954.415.2022

Fax: 954-764-7579

Email: carras@bellsouth.net

Web site: <https://www.linkedin.com/in/carras/>

Contact: James Carras, Principal

Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Employees: 2

Subcontractors for this Proposal: 2

Subcontractor network: 9

Carras Community Investment, Inc. Professional Experience

Over the past thirty-five years, Carras Community Investment, Inc. has provided advisory services to numerous community and economic development, finance and public agencies across the country in identifying market opportunities and challenges, designing solutions and implementing them. My firm has worked with several community and economic development organizations and firms in creating viable and well leveraged financing programs and intermediaries.

Carras Community Investment, Inc. has focused on advocating and promoting fair lending and creating innovative community investment and economic development partnerships including the \$1 billion Massachusetts Bankers Association Community Investment Plan. The Plan spawned the Massachusetts Housing Investment Corporation, the Massachusetts Community and Banking Council and the Massachusetts Minority Enterprise Investment Corporation. Carras Community Investment, Inc. prepared the business plans for the three corporations.

Most recently, the firm has created strategic planning and capitalization strategies including

funding applications for clients that serve predominantly low opportunity communities and minority businesses such as the Southeast Florida Community Development Fund, Urban League of Broward County CDFI, Brick City Development Corporation, Florida Black Business Investment Board, Inc., the Neighborhood Housing Services of South Florida, and Sustainable Communities Fund of Houston, Texas. Previously, the firm has completed minority business needs assessments in Massachusetts, Maryland, Florida and Cincinnati, Ohio. The firm has worked with the Council of Development Finance Agencies over the past ten years as a Technical Advisor particularly for brownfield financing options for six cities and their redevelopment projects.

Carras Community Investment, Inc. has extensive experience with Opportunity Zones both in Florida and nationally. The firm provided advisory services to six Florida communities in the early stages of the tax incentive issuance, prepared three Opportunity Zone Investment Prospectuses for Fort Lauderdale, Lauderdale and Miami Gardens, and provided advice to stakeholder groups in Broward, Miami-Dade, Hillsborough, Lee, Duval counties. The firm also conducted two Opportunity Zone Conferences and Marketplaces in Miami and Jacksonville attended by over 300.

James Carras, Principal, has over 35 years of experience in community and economic development finance ranging from an Advisor to the Mayor of Boston to creating organizations including the Massachusetts Minority Investment Corporation, Delaware Community Investment Corporation, South Florida Community Land Trust, the Broward Housing Partnership and Massachusetts Housing Investment Corporation. Mr. Carras is a member of the faculty of the Kennedy School of Government/Graduate School of Design/Extension School where he teaches Policy Making in Urban Settings and Financing Community Economic Development.

Biography – Principal, James Carras



James Carras is a 2021 Advanced Leadership Initiative Fellow at Harvard University where he is focusing on equitable development finance research. For the past six years, he was a member of the faculty at Harvard University's Kennedy School of Government, Graduate School of Design, Extension Schools as well as Tufts University's Department of Urban Policy and Planning teaching courses on *Urban Policy* and *Financing Community Economic Development*.

As Principal of Carras Community Investment, Inc. he has been consulting with mission- driven organizations and government agencies as well as financial institutions and developers for the past 30 years. Carras Community Investment, Inc., has facilitated the creation and capitalization of over fifty community development corporations (CDCs), development financial institutions (CDFIs) and public private partnership initiatives. He is the author of numerous affordable housing and equity studies, and revitalization plans and has served as the Founding Executive Director of the National Association of Affordable Housing Lenders, the Founding President of the Broward Housing Partnership and the South Florida Community Land Trust.

Mr. Carras has provided financial feasibility advisory services to over twenty public development finance agencies as well as private and non-profit developers. He is certified by the National Development Council (NDC) as an Economic Development Finance Professional and completed NDC' s Rental Housing Finance course. He has taught financial feasibility for affordable housing projects for the past 25 years currently at Harvard University and previously at Tufts University, University of South Florida and M.I.T. He currently serves as a Research Fellow at the Harvard University Bloomberg City Leadership Initiative focusing on equitable economic development and development finance and as a Technical Advisor at the Council of Development Agencies (CDFA) on affordable housing and brownfield financing.

Prior to establishing his consulting business, he served as a Community Development Advisor to the Mayor of Boston and was the Executive Director of the Massachusetts Urban Reinvestment Advisory Group where he was awarded the John Hay Whitney Fellowship. Mr. Carras is recognized as a national development finance expert with a particular focus on Low Income Housing Tax Credits, New Markets Tax Credits, Opportunity Zones, the Community Development Financial Institution Fund and the Community Reinvestment Act.

Mr. Carras was awarded a Bachelor of Arts Degree in Urban Sociology from Suffolk University in Boston, completed graduate work at Tufts University's Department of Urban and Environmental Policy and received a master's degree from Harvard University's John F. Kennedy School of Government in Public Administration.

Mr. Carras has published various articles and publications including ones focusing on *New Markets Tax Credits* for the American Planners Association and the Federal Reserve Bank of Boston, *the Community Reinvestment Act* for the American Planners Association, the Federal Home Loan Bank of Boston, National League of Cities and the National Community Reinvestment Coalition and *Affordable Housing Loan Consortia* for the National Association of Affordable Housing Lenders. Most recently, he was the recipient of the Council of Development Finance Agencies (CDFA) Lifetime Achievement Award (2029) and was recognized by the City of Fort Lauderdale for his service and contributions to the City (2020).

He has been a resident of Fort Lauderdale since 1985 and has served the community in a variety of roles. He has served as Chair for the Broward Housing Council and the Broward County Minority Economic Development Board and as Vice Chair of the City of Fort Lauderdale's Economic Development Advisory Board and a member of the Fort Lauderdale Community Redevelopment Agency Advisory Board. He served as Vice Chairman of the Harvard Kennedy School Alumni Board of Directors and Vice Chair for the Broward Schools Committee for Harvard College. Mr. Carras has also served on the Board of Directors for St. Demetrios Greek

Orthodox Church, the Broward Alliance for Neighborhood Development, Haymarket Bank and advisory boards for the United Way of Broward County, Neighborhood Lending Partners and Paradise Bank. For eight years, he served as the Chairman for the Fort Lauderdale Greek Festival as well as the President of the Himmarshee Village Association.

James Carras, The Narrative

James Carras has dedicated his career to his core beliefs and values in addressing poverty, inequities and providing opportunities to all. He was born in Boston, the youngest of four children and raised by his single mother. They resided in a public housing project that Jim witnessed as a child transform from an economically and racially integrated place to live to a segregated, by policy, disinvested community. These childhood experiences led him to major in sociology and ultimately study on the graduate level, urban policy and planning.

His graduate thesis, on providing evidence of redlining in a Boston neighborhood, documented the blatant discriminatory practices of a large thrift institution. His research became an issue during a gubernatorial campaign. The next Governor responded by creating the first state-regulated Community Reinvestment Act and created a Mortgage Review Board. Jim was appointed by the Governor to serve as a public member. Ultimately, Jim created the Massachusetts Urban Reinvestment Advisory Group, a public interest research organization that researched bank lending performance and negotiated numerous precedent-setting community investment agreements. Based on this seminal work, he was awarded the John Hay Whitney Fellowship and advised numerous organizations in the Southeastern United States to conduct similar research and negotiate lending agreements.

Jim ultimately created his own consulting firm providing advisory services that focused on the implementation of CRA initiatives including better market understanding of community needs and demand, asset and capital assessments of low-income communities and most importantly the development of new institutions, collaboratives and social impact lending and investment organizations. He led the planning effort to create the Massachusetts Housing Investment Corporation, the Massachusetts Minority Enterprise Investment Corporation, the Delaware Community Investment Corporation as well business plans for over twenty community development financial institutions.

In his home community of Fort Lauderdale in Broward County, Jim has been an advocate and leading voice in implementing affordable housing strategies with the creation of organizations including the Broward Housing Partnership and the South Florida Community Land Trust, where he served as the founding President of both organizations. For the past two years, he served as a consultant to the Fort Lauderdale Community Redevelopment Agency (CRA) providing consulting services that created the economic development corporation, Invest Fort Lauderdale, Inc., prepared an analysis of the potential on an Arts and Culture District for Historic Sistrunk based on best national models, and designed the Emergency Business Loan Fund. In

2020, he was recognized by Fort Lauderdale's City Commission for his lifetime contributions to the Fort Lauderdale community. On the national front, he worked with community investment lenders from across the country to create the National Association of Affordable Housing Lenders (NAAHL) and served as its first Executive Director.

Jim's upbringing instilled in him the value of sharing one's knowledge with others for the betterment of the underprivileged. To that end, Jim first taught a course at Tufts University while a graduate student there in the '70's. Since then, he has taught over 60 classes at Tufts, M.I.T., Florida Atlantic University, the University of South Florida and currently at Harvard's Kennedy School of Government and Graduate School of Design. His courses on community development, economic development finance, and urban policy all have one thing in common - what is our role in removing economic and social disparities and creating initiatives to provide fair and just inclusion for all.

Jim has worked closely with the Council for Development Finance Agencies for the last ten years. He has served as a Brownfield Redevelopment Advisor on six site visits with CDFA staff as well as a Course Advisor for the Housing Finance course which has been taught twice over the past year. In addition, he has served on numerous discussion panels focusing on development finance tools and Opportunity Zone strategies. In 2019, he received the CDFA Lifetime Achievement Award.

In addition to his teaching and consulting activities, Jim volunteers in his local community whether organizing and attending meetings in his original home community of Jamaica Plain or now in Fort Lauderdale where he has served on four County and City Advisory Boards. Outside of his professionally related activities, Jim served as President of a business association in the historic neighborhood where his office was located and chaired the Fort Lauderdale Greek Festival for over ten years for his church. He is an avid reader of history and biographies, travels frequently to his ancestral home of Lesbos, Greece and enjoys his home in Fort Lauderdale, especially in the winter, with his wife of 30 years, Alicia.

Biography, Stephanie Rosendorf Diaz, Esq., Senior Planner/Research Associate



A resident of South Florida for nearly her entire life and a current resident of the city of Fort Lauderdale, Stephanie is a licensed Florida attorney. She graduated from Marjory Stoneman Douglas High School, attended college at Florida Atlantic University in the University Scholars Program, and subsequently graduated from the University of Miami School of Law in 2016.

During law school, she participated in multiple clinics, including the Miami Law Center for Ethics & Public Service (CEPS). As a CEPS Fellow, she worked with low-income homeowners and tenants, local clergy, the Collaborative Development Corporation (CDC), and other local stakeholders in persuading the City of Miami Planning, Zoning and Appeals Board to make zoning decisions consistent with the best interests of the community. Due to her research and advocacy on behalf of underserved Miami residents, Stephanie was honored by Miami Law with the Exemplary Service to the Poor Award before graduation.

Upon becoming a licensed attorney, she moved back to Broward County and settled in Fort Lauderdale, where she's been a resident for over five years. She worked for two and a half years as a Commission Aide to Broward County Commissioner (Senator) Nan Rich, where she worked with the Senator on a variety of issues, including affordable housing, public transportation, and local land use and planning. During this period, she also had the privilege of completing a fellowship in the New Leaders Council Broward County Class of 2018.

For the past three years, Stephanie has worked as a senior communications strategist, where she crafts, refines, and oversees various communications, marketing, and social media campaigns for clients in both the public and private sectors. She also is in her fifth semester of working as a Course Assistant in Urban Development Policy at the Harvard Extension School.

Furthermore, Stephanie performs freelance research and writing assignments on various public policy issues, with a particular focus on affordable housing, land use, planning, and community development. In early 2020, she was the principal author of *Reducing Regulatory Barriers to Affordable Housing in Broward County*, a report containing recommendations on easing regulatory burdens negatively impacting the development of affordable housing in Broward County.

LICENSES

Admitted to Florida Bar, September 2016

EDUCATION

University of Miami School of Law, Coral Gables, FL

Juris Doctor, *Magna Cum Laude*, May 2016

Florida Atlantic University, Boca Raton, FL

Bachelor of Arts in Political Science, *Summa Cum Laude*, May 2013

Related Projects and Clients – Carras Community Investment, Inc.

Cities of Opa-locka, Lauderhill, Dania Beach, Eagle Lake
Finding of Necessity study and CRA Plan

Community Development Financial Institution CDFI strategic plans, market studies, capitalization strategies, and funding application for over 30 CDFIs nationally including, Newark, Providence, Lakeland, FL, Miami, Fort Lauderdale, Rockford, Illinois, Houston, and Boston.

New Markets Tax Credits – Community Development Entities (CDEs) strategic plans, product development, capitalization strategies and funding applications for nine clients including Coral Springs, FL, and New York, and Tallahassee

Opa-locka Choice Neighborhood Plan for Magnolia Gardens
Participated with a consulting team and the Opa-locka CDC in preparing a plan for the Niles Gardens neighborhood.

City of Fort Lauderdale Community Redevelopment Agency
Prepared the feasibility analysis for the creation of an economic development corporation (Invest Fort Lauderdale) community development financial institution, community development entity, Emergency Business Loan Program, research on funding sources, background research on African American Arts and Cultural Districts and Opportunity Zone strategy and marketing.

Opportunity Zone Funds: City of Miami Gardens, Lauderhill, Fort Lauderdale
Prepared an Investment Prospectus for the City's Opportunity Zones.
Miami-Dade County Beacon Council and JAXUSA (Jacksonville)
Planned and conducted two Opportunity Zone Conferences in 2019.

Clearwater Downtown
Engaged by the largest private developer stakeholder to prepare a financing implementation strategy for downtown Clearwater.

City of Fort Lauderdale Beach Business Improvement District (BID) Business Plan.

Himmarshee Village Association, President 1997-2011

Provided district trade association services including planning, event planning and management, marketing, funding, and *entertainment district* compliance with the City. Also, created plan for a proposed *Business Improvement District*.

City of Opa-locka Downtown Master Plan 2021

Prepared market analysis, funding and financing implementation strategies, economic analysis and recommendations.

City of Lawrence, Massachusetts, 2021 – 2026 Economic Prosperity and Sustainability Plan

Subcontractors

E.L. Waters and Company, LLC.



E.L. Waters and Company, LLC, established in 2005 provides consulting planning, zoning, and development services for public and private clients in Miami-Dade, Broward, and Palm Beach Counties. The firm is a certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

Currently, the Firm is the Planning and Zoning Consultants for the City of West Park, Florida; City of Miami Gardens, Florida (pop. 110,000). Also, the Firm served as Planning and Development Consultants for the City of Opa-locka, Florida and prepared a *Finding of Necessity Study* for the Southeast Overtown Park West Redevelopment Agency of the City of Miami, Florida.

Bert is a Life Member of Omega Psi Phi Fraternity, Inc., former board member of the Urban League of Greater Miami, Inc., and former Board Member of the Urban League of Broward County, and former member of One Hundred Black Men of South Florida, Inc. Bert was the Executive Director and Cofounder of the Community Design Center of Columbia, Inc., and a neighborhood planning/design nonprofit organization in Columbia, South Carolina. Also, he served as a member of the Planning Accreditation Board (an Affiliate of the American Planning Association), Site Visit Team.

Bert received a Bachelor's of Technology in Architectural Engineering from Florida A&M University; Master's in City Planning/Urban Design from Georgia Institute of Technology; and

a Juris Doctor degree from the University Of Miami School of Law. Mr. Waters is a John L. Loeb Fellow in Advanced Environmental Design, Harvard University Graduate School of Design.

In addition, Mr. Waters completed the U. S. Department of Housing & Urban Development, Community Builder Fellows, Executive Program in Public Management, Harvard University John F. Kennedy School of Government. Also, he is an ELI Fellow, Executive Leadership Institute, National Forum for Black Public Administrators. Bert is an avid Jazz Trumpet/Flugelhorn player.

George Gadson



George E. Gadson, President of Geophil Enterprises, Inc. has over 20 years of management experience with large banking institutions, public and private corporations and not-for-profit organizations, providing services such as organizational development, strategic planning, economic development strategies, capacity building, public art administration, and more.

He has worked in economic development as the former Vice President of Business Development at the Broward Alliance (formerly the Broward Economic Development Council) where he managed the Small Business Development Program, providing business research, marketing, financial and technical assistance to businesses seeking to expand, relocate, and remain in Broward County.

As a former Principal Planner of Regional Economic Development at the South Florida Regional Planning Council, Gadson provided oversight and assistance to program administrators and project managers in the economic development programs. He ensured timely compliance with all statutory rule and contract requirements and coordinate and facilitate meetings and workshops.

Additionally, as former Associate Director for Business and Corporate Development Gadson at Florida Atlantic University-Florida Institute for Career and Employment Training, Gadson conducted customized management training and facilitated client and community survey analysis for government, business and non-profit organizations.

Specific Related Experience

Broward County Cultural Corridor Project-Evaluated art deficiencies in 3 adjacent cities to determine community needs and feasibility for development of innovative visual and performing art programs.

City of Dania Beach Design Plan - Created a design plan for a future Art and Antique District that incorporated use of historic buildings and placement of art throughout the city, creating a sense of place and a destination for art and antique enthusiasts.

Community of Liberia- Liberia Economic Services - Design Plan- Hollywood, FL- Created a design plan for a community park, transforming it into a historical museum without walls that would capture historical African American figures, making the park an educational community gathering place.

Reference:

James Shermer, Grant Administrator
Broward County Cultural Division
JShermer@broward.org
Phone: 954-357-7502

Public Art Consultancy

City of Lauderdale, FL: Public Art Consultant- Developed and implemented the city's Public Art Master Plan for over 15 capital improvement projects including: parks, playgrounds, cultural and municipal buildings.

Reference:

Desorae Giles-Smith, City Manager
City of Lauderdale
Dgiles@lauderdale-fl-gov
954-730-3004

City of Tamarac- Currently working as the city's public art consultant in the implementation of the city's Master Plan by developing calls to artists for projects; identify and present opportunities for public art integration on Capital Improvement Projects; provide updates to the city's public art website as new public art projects are finalized. Identify funding resources for community engagement projects.

Reference:

Maxine Calloway
Community Development Director
City of Tamarac
Maxine.calloway@tamarac.org
954- 597-3542

City of North Lauderdale – Currently working as the city’s public art consultant in the development of a three-year master plan; identify and present opportunities for public art integration on Capital Improvement Projects.

Reference:

Tammy Reid-Holguin
Community Development Director
City of North Lauderdale
tholguin@nlauderdale.org
954-597-4737

Certifications

Lean Six Sigma Excellence-Brown Belt- Harrington Institute, Inc.1`

III. Approach to Scope of Work

The Fort Lauderdale Community Redevelopment Agency (CRA) and the City of Fort Lauderdale along with community partners have created and implemented a redevelopment plan for the Northwest Fort Lauderdale/Sistrunk neighborhood over the past twenty years. As the CRA is nearing its’ “sunset” (i.e., end of CRA authorization), there is a significant need to focus on ongoing planning, resource accumulation and implementation strategies for the future. To that end, the CRA has created Invest Fort Lauderdale, Inc., an economic development corporation (EDC). Carras Community Investment, Inc. has been the CRA’s consultant in planning and creating the EDC. The CRA and Carras have created a unique funding vehicle to provide cash flow for the EDC. For every incentive that the CRA provides from 2020 to the sunset in 2025 will require a payback provision that will be used to fund the CRA. For instance, a CRA incentive to a developer will result in an annual payment of \$600,000 for five years to Invest Fort Lauderdale. Approximately \$20 million in incentives are currently planned with much of that requiring a payback provision. Thus, the EDC will have a capital base to operate for the near and long-term future.

In conjunction with the creation of the EDC, Carras worked with the CRA to create and implement an Emergency Business Loan Program that provided forgivable loans to small area businesses (\$10,000 loans). It is anticipated that the loan portfolio of nearly \$1 million will be utilized to provide a capital base for a new CDFI. It is anticipated that the consultant will prepare a business plan for the new CDFI.

Finally, Carras worked with the CDFI in creating the concept of an *Arts and Culture District* for the Historic Sistrunk community. Based on our research of best practices and models, the CRA decided to pursue this strategy by issuing this RFP for an Implementation Strategy.

The Carras Community Investment, Inc. team proposes to work with the CRA, City and collaborating partners to staff and manage Invest Fort Lauderdale, the EDC as well as develop an implementation plan and strategy that combines innovative redevelopment and development strategies to utilize the area’s arts and culture assets of the community as a basis for economic growth and household wealth-building. It will integrate this implementation strategy with the role

of the EDC. By staffing the EDC as well preparing the Arts and Culture plan, Carras will be well-positioned to coordinate and actualize the recommendations for both the EDC and the plan.

Economic Development Corporation (Invest Fort Lauderdale, Inc.) Proposed Scope of Services

Local government and community leaders face increasing challenges in building equitable and resilient communities. These challenges bring forth opportunities for growth and change. The lingering impact of years of discrimination and denial of opportunity for the Sistrunk community needs to be continued to be addressed in a detailed and comprehensive economic development approach. Our goal will be to help community leaders and Invest Fort Lauderdale, Inc. cultivate holistic solutions for short- and long-term activities, from the amassing of capital resources, public, mission-driven and private, to strategic planning and program/project management.

Approach to the project:

American communities like Fort Lauderdale are organized via networks of public, private and civic institutions and strive to create local initiatives that are holistic, integrated and multi-dimensional. They can “look across” multiple sectors and projects, connecting the dots between disparate issues that ultimately come together in place and geography. They have also learned, out of necessity, to braid and blend different sources of capital for different purposes to create a whole greater than the sum of its parts. Given this context, Invest Fort Lauderdale was designed by Carras Community Investment, Inc. to amalgamate the diverse and various implementation resources. Thus, the Carras team approach for future services is to create and implement an Investment Playbook.

The CRA’s Arts and Culture Plan will rely on the EDC to lead the long-term implementation of the transformation plan. Significant funding will be needed and in turn, this will spur a series of transformational investments in the community. We will build a multi-year co-investment strategy in which funding will leverage investments to build a larger ecosystem in a coordinated approach. Our approach will focus not only on capital funding but also will be accompanied by operational and capacity-building for local organizations as well as households seeking to build wealth through homeownership.

As the newly formed Board of Directors meets for the first time, we will work closely with them in determining priority activities and approaches. We will await their direction for our specific workplan, but Carras envisions that our focus will be on the following issues:

1. Small business development, formation to early-growth stage by providing expertise (capacity) and capital.
2. Placemaking – focus on the community’s existing yet underused assets, strong community interest and momentum and likely return on investment. Identify those assets and make initial investments in the development of critical anchors.

3. Focus on the creation and support of local, community-based developers, both non-profit and for-profit (i.e., people of color) including Invest Fort Lauderdale, Inc. that will undertake development and co-development activities.
4. Workforce development. The EDC will also acknowledge the critical role of workforce development for economic growth and broadly shared prosperity. We will seek to foster and further partnerships that brings together employers, educational institutions, community organizations and government to help residents gain the necessary education and skills of today's job market.
5. Create Invest Fort Lauderdale, Inc as a critical intermediary in the community whose role will be to connect all the pieces, engage multiple stakeholders, and work closely with the community on planning and implementation.
6. Create a community capital ecosystem by amassing all financial resources and creating the necessary organizational entities (e.g., community development financial institution (CDFI), community development entity (CDE) for New Markets Tax Credits, identification and coordination of EB5 investors and Opportunity Zone Funds

In the past, redevelopment efforts have focused on revitalizing a historic building, *or* supporting black and brown entrepreneurs, or doing streetscape and walkability improvements. Our focus with the EDC will be that it's possible to dream bigger and do all these and more *simultaneously*. Not only is it possible, it's also necessary if Sistrunk wants to achieve the sort of results they aspire towards in their previous plans. To do that, however, requires that an institution i.e., the EDC, steps up to move the ball forward on big-picture plans (e.g., Arts and Culture Plan) and development projects. We will work closely with the EDC through the process of thinking through the staging and sequencing of different forms of capital to ensure the maximum leverage for plan implementation and project development.

In summary, Carras will create an Investment Playbook for the EDC based, in part, by the Arts and Culture Plan, that will provide the vision for continued neighborhood transformation based on local assets and identity. We will seek to see match local funding sources with Federal and private capital and start a path towards staging and sequencing investment. We will seek that the community and investors get smarter and more precise about the broad range of investment possibilities that exist.

We will also focus on equity through the entire process of staffing the EDC. An equity lens, fair and just inclusion, will ensure that area residents are the primary beneficiaries of the EDC's activities. We seek to build local wealth and well-being.

Finally, we will build a new capital stack that is comprehensive and inclusive of pools of public, private, civic capital and new forms of financing. We are dedicated to continuing our work in creating a community-driven ecosystem of residents, businesses, investors and government to foster a strategic lens of wealth building for those historically excluded from local prosperity

Arts and Cultural District Proposed Scope of Services

Carras Community Investment, Inc. for the past two years has been engaged by the Fort Lauderdale Community Redevelopment Agency (CRA) to provide consulting services to create the economic development corporation (Invest Fort Lauderdale, Inc.), create an Emergency Business Loan Program, identify potential funding sources and to assess best practices and literature relative to arts and cultural districts that focus on historic African American communities like the Sistrunk community. To that end, we reviewed over 50 studies and plans from across the country and particularly highlighted four comparable districts in Los Angeles, New Orleans, Austin and Oakland. Our goal is to bring more resources to the Sistrunk community that can help showcase the community's diversity and culture and preserve its' history which is a significant part of Fort Lauderdale's history. From this national review and our team's 100 years of professional experience, we have gained a strong understanding on the best approach and key components to the proposed scope of services:

Preparation:

Define Arts and Culture.

Arrive at a clear understanding of what arts and culture mean within the Sistrunk Corridor. One method to use to arrive at a "community" definition of arts and culture is through developing a series of questions to be asked to members of the community through outreach. Places of worship, community-based organizations, homeowners associations, and the like are examples of where workshops, focus groups can occur. Some initial outreach efforts may be necessary to gauge the perceptions of various constituencies, setting the tone and direction for the process overall.

Conduct an inventory of existing arts and cultural resources

This activity helps broaden the list of potential partnerships that may be established, as well as define the goals and a vision for the corridor. This helps clarify the arts of culture character of the community and establishes a clear identity for the project.

Set Goals and Project Scope

Establish specific goals and a scope of what the process should accomplish. These goals could be economic, regenerative, or cultural.

Participation and Input:

Key stakeholders, community member and strategic partnerships will be solicited for feedback and vetting and refining of goals and strategies as they are formed. Engage community and stakeholders through:

1. Community conversations
2. Open houses and charette sessions

3. Surveys
4. Community workshops
5. Focus groups/interviews – key stakeholders and opinion leaders

These groups may include representatives of:

1. Arts organizations
2. Historic and cultural organizations
3. Homeowners and neighborhood associations
4. Business associations
5. Schools
6. Community development corporations
7. Local government
8. Developers
9. Community Redevelopment Agency Advisory Board
10. Entrepreneurs/small businesses
11. Creatives
12. Restaurants and entertainment businesses
13. Arts and Culture Commission (County)
14. Local artists
15. Local galleries, performance venues, and similar businesses
16. Local chambers of commerce and similar business improvement organizations
17. A cross-section of residents, including teenagers and seniors

As goals and strategies are defined, they will be vetted through a public participation process using focus groups and public workshops.

Assessment

The assessment component of the process will involve taking stock of what is currently working to allow arts and culture in the community and what current roadblocks may be in place. This process will be heavily influenced by the results of the key person interviews conducted, as well as the goals formulated earlier in the process. The assessment phase will identify what may currently be working for or against goals established. An audit of current roadblocks and strengths will be conducted, specifically to evaluate what has supported existing arts and culture uses and where land use policies or specific regulations have restricted or prohibited arts uses. Some potential strengths and roadblocks could be as follows: Policies that hinder implementation of arts and culture goals established; community skepticism vs buy in.

Implementation

Creation of an arts and culture plan for implementation.

Implementation of the cultural plan will rely on several interrelated factors, players, and actions. Prioritized action plans will be developed requiring leadership support within the city as the most important element for implementation. Additionally, establishing community-based

“staff” leadership that is reflective of the Sistrunk Community is paramount. This provides better connection with the community. Specifically, we will

1. Focus on asset-based approach to community development planning.
 - a. Identify key cultural, historic, artistic, entertainment assets in the community
 - b. Engage with key social capital assets identified above
2. Focus on arts and culture to enhance economic growth, prosperity and wealth-building for area residents.
3. Identify and Assess Capital Implementation Strategy
4. Funding Sources
 - a. CRA TIF until sunset
 - b. Invest Fort Lauderdale
 - c. Community Development Block Grants
 - d. CDBG Section 108
 - e. New Markets Tax Credits
 - f. Opportunity Zone Funds
 - g. EB5
 - h. Historic Tax Credits
 - i. SBA – 7a and 504 loans
 - j. Community Development Financial Institutions (CDFIs)
 - k. Bank Community Reinvestment Act (CRA) Investments (as allowed by Federal Reserve, FDIC, OCC).
 - l. Philanthropic investments
 - m. National Endowment for the Arts
5. Identify and Assess Organizational Funding Structures
 - a. Main Street program
 - b. Business Improvement Districts
 - c. Community Redevelopment Agency (if extended)
 - d. Arts Overlay District (offers incentives for certain arts and cultural activities)
 - e. Entertainment District
6. Develop a Marketing Plan - important component to creating a sustainable, viable cultural district to position Sistrunk as a regional recognized center for arts, culture and creativity
 - a. Identify target customers
 - b. How to reach them
 - c. How to sustain customer base
 - d. Coordinated with existing arts and cultural marketing plans (e.g., Greater Fort Lauderdale Visitors and Convention Bureau).
7. Develop key assets in district
 - a. Assess viability of creatives incubator (e.g., culinary, arts, film, etc.)
 - b. Signature art and cultural landmarks

- c. Maps and signage
- d. The Sistrunk Story – History, Culture, Heritage

IV. References

City of Opa-locka

Community Redevelopment Finding of Necessity Study, Community Redevelopment Plan and Downtown Master Plan (in conjunction with Stantec, Inc.)

Contact: Corion J. DeLaine

CRA Director

Community Redevelopment Agency

City of Opa-locka Municipal Complex

780 Fisherman Street, Fourth Floor | Opa-Locka, FL 33054

305-953-2868 ext *1503 cdelaine@opalockafl.gov

Year the project was completed: 2012 and 2021

Cost: \$95,000 Finding of Necessity and CRA Plan

Cost: Downtown Master Plan: \$100,000

City of Lauderdale Lakes Community Redevelopment Agency

Gary Rogers, CRA Director

City of Lauderdale Lakes
4300 NW 36th Street | Lauderdale Lakes, FL 33319
954-535-2492
garyr@lauderdalelakes.org

Created financing and incentive plan for the last large vacant parcel in Lauderdale Lakes (Commerce Park site: 31 acres) owned by the CRA resulting in a single family community developed by American Land Ventures.

Year the project was completed: 2018

Total cost of the project \$50,000.

Lauderhill CRA Finding of Necessity and Opportunity Zone Prospectus (Investment Playbook)

Julie N. Brown

Operations Administrator

City of Lauderhill

Community Economic Development Division

(954) 714-3125 (office)

(954) 730-3033 (office)

jnbrown@lauderdale-fl.gov

Description of work: Prepared CRA Finding of Necessary Study and prepared an Opportunity Zone Prospectus (an Investment Playbook market analysis and opportunity/asset identification)

Year the project was completed: 2019

Total cost of the project: \$50,000

Community Development Financial Institution – South Florida Community Development Fund

James Murley, James.Murley@miamidade.gov; (former Director of the South Florida Regional Planning Council)

Chief Resilience Officer

Stephen P. Clark Center

111 NW 1st Street,

12th Floor

Miami, FL 33128

[305-375-5593](tel:305-375-5593) |

Description of work: organized, planned and created a CDFI that was sponsored by the South Florida Regional Planning Council resulting in an initial capitalization of \$500,000 and a CDFI Fund Technical Assistance Award of \$125,000.

Year the project was completed: 2017

Total cost of the project estimated and actual: \$75,000.

New Markets Tax Credits – Community Development Entity - Amera

George Rahael, (954) 294-0030, george@ameracorporation.com

Creation and planning for Community Development Entity to apply for New Markets Tax Credits
\$75,000.00

New Markets Tax Credits – Community Development Entity - Florida Black Business Investment Board
Hilman Sorey, (773) 420-5358

Creation and planning for Community Development Entity to apply for New Markets Tax Credits
\$75,000.00

Economic Development Activities.

City of Lawrence, Massachusetts,

Octavien Spanner

Project: Lawrence Economic Prosperity and Resiliency Plan 2021-2026: a plan for the newly elected Mayor to focus on housing, equity, economic prosperity, financial incentives and capital as well as infrastructure.

ospanner@outlook.com

954.391.3730

Cost: \$50,000 Phase 1.

V. Minority/Women Participation

Two subcontractors: Elbert Waters, E. L. Waters and Company, LLC and George Gadson, Geophil Enterprises, Inc. are both certified as minority-owned/disadvantaged business firms. See Professional Experience section for description and experience of the firms.

VI. Subcontractors

Elbert Waters, E. L. Waters and Company, LLC and George Gadson, Geophil Enterprises, Inc.
(See Professional Experience section for description of firms)

Elbert Waters will be the Project Manager for the Arts and Culture Plan and George Gadson will be responsible for the Arts and Culture assessment of opportunities and assessment, history of the area, and plan recommendations relative to landmark projects and design.

VII. Required Forms

See attachments

APPENDIX

CARRAS COMMUNITY INVESTMENT, INC. Detailed Experience

Since our founding in 1991, Carras Community Investment, Inc. has focused on creating resilient communities by providing community and economic development and

development finance advisory services to our clients throughout the United States. Carras Community Investment, Inc.'s experience ranges from research studies, to strategic planning and to redevelopment projects. Our nationally recognized work reflects our commitment to our values of empowering inclusive communities, building prosperity for all and sustainable development.

Carras Community Investment, Inc.'s services include:

- Community Redevelopment
- Development Finance
- TOD Planning and Funding
- Economic Development
- Strategic Planning
- Facilitation and Training
- Affordable and Workforce Housing

Our key asset is our capability to customize a team of highly skilled project staff members led by the seasoned Principal of the firm, James Carras. Collectively our team members bring our training and experience in research, urban planning, community and economic development, stakeholder engagement and development finance to every engagement. We have provided housing studies and market analyses advisory services to over 40 clients, created implementation strategies including the creation of over 50 community and economic development initiatives and partnerships across the United States, and have completed over 60 strategic and business plans for diverse organizations including non-profit, for-profit and government entities.

ABOUT CARRAS COMMUNITY INVESTMENT, INC.

Carras Community Investment, Inc. is a community and economic development consulting firm originally based in Fort Lauderdale and Boston. The firm opened in 1991 and has served its national client base from both locations. Our services include organizational and community strategic planning, community needs assessments and market analysis reports, community development financial institution business planning, redevelopment planning and public private partnerships, education and training and financing community development projects. Over the past thirty years, Carras Community Investment, Inc. has been a policy leader and innovator in the community and development finance sectors as well as in affordable housing.

Assignments have ranged from influencing national policy on community investment, affordable housing and community economic development (Fannie Mae's *"White Paper on Affordable Housing Context"*) to creating local financing and funding partnerships (e.g. Massachusetts Housing Investment Corporation, Delaware Community Investment Corporation) across the country. The firm is recognized nationally for its innovative and

strategic approaches having created and guided over 50 community development organizations and public/private initiatives. Carras Community Investment, Inc. founded and managed the National Association of Affordable Housing Lenders, the Broward Housing Partnership and the South Florida Community Land Trust.

Carras' extensive experience and strong foundation in community and economic development, including real estate development and public private partnerships, help us to focus clients on the elements needed to identifying and defining issues and opportunities and developing realistic implementation strategies that result in success. Our broad consulting services at all market levels has sharpened our understanding of both the dynamics of community and economic development and market-based approaches.

Key features of our services include:

- State-of-the-art quantitative and qualitative analysis
- In-depth, often first-hand, knowledge of models and best practices
- Key focus on client's underlying concerns and goals as well as key stakeholders
- Customized strategies built on collaborative vision, market conditions, and capacity

Select Clients/Housing

- Seven50, *Fair Housing and Equity Assessment, Regional Analysis of Impediments to Fair Housing*
- Broward County, *Rational Nexus Study/Market Analysis for Affordable Housing Linkage Fee*
- Broward Housing Council, *CRA Evaluation of Broward Banks and Housing Financing Needs Assessment*
- Community Development Block Grant (CDBG) Entitlement Communities: *Housing Needs Assessments, Market Analysis, Analysis of Impediments to Fair Housing, and Consolidated Plans:*
 - Town of Jupiter
 - Town of Davie
 - City of Miami Beach
 - Miami-Dade County
 - City of Fort Lauderdale
 - City of Johns Creek, Georgia
- East Central Florida Regional Planning Council *Fair Housing and Equity Assessment*
- Housing Leadership Council, Palm Beach County, *2013 Housing Needs Assessment and Plan*
- Broward Housing Partnership – Strategic Plan
- Housing Leadership Council – strategic planning

- South Florida Community Land Trust, Inc. – Strategic Plan and development project implementation
- Massachusetts Housing Investment Corporation, *Housing Needs Assessment and Business Plan*
- Tampa Bay Equity Fund (Tampa Bay Partnership), *Housing Needs Assessment and Market Analysis, Business Plan*
- Massachusetts Bankers Association Community Investment Program, *Housing Needs Assessment and Strategic Plan*
- Massachusetts Housing Partnership, *Housing Needs Assessments in six cities*
- Delaware Community Investment Corporation, *Housing Needs Assessment and Business Plan*

Select Clients/Community and Economic Development

- City of Hialeah, Community Development Plan and Finding of Necessity, City of Opa-locka *Community Redevelopment Plan and Finding of Necessity*
- Brick City Development Corporation, Newark, New Jersey, CDFI strategic planning and certification
- Sustainable Communities, LLC, Houston, Texas, CDFI strategic planning and certification
- Urban League of Broward County, CDFI strategic planning
- Miami-Dade County, *Economic Development Implementation Plan*
- City of Dania Beach Community Redevelopment Agency, *Community Redevelopment Plan*
- Amera Development, Carishoca Development Project, Public Private Partnership and Development Finance
- Riverbend Office Park, New Markets Tax Credits financing
- Massachusetts Minority Enterprise Investment Corporation, *Strategic Plan* and capitalization
- City of Cincinnati, Ohio, *Minority Business Needs Assessment and Strategic Plan*
- Maryland National Bank, Community Credit Needs Assessment (Maryland)
- Chemical National Bank, Community Credit Needs Assessment (New Jersey)
- Riggs National Bank, Community Credit Needs Assessment (District of Columbia)

Publications

The firm has written four publications on the Community Reinvestment Act:

- National League of Cities' *"Local Officials Guide to CRA"*
- National Community Reinvestment Coalition's *"Community Reinvestment Source Book"*
- Federal Home Loan Bank of Boston's *"Guide to the Community Reinvestment Act"*

and Community Support Rule"

- Massachusetts Community and Banking Council's "*Community Reinvestment Act Planning Series*"

The firm, acting as staff to the National Association of Affordable Housing Lenders, also researched and wrote the following publications:

- "*Addressing Obstacles to Affordable Housing Lenders*"
- "*Affordable Housing Loan Consortia: Financial Institutions Responding to Community Needs*"
- "*Directions*" (bimonthly newsletter)

The firm was the Editor of the bimonthly newsletter *CRA Advisor* and co-authored the "*Eastern Massachusetts Guide to Financing Your Home.*"

James Carras has also written numerous articles on development finance including articles for the National Congress for Community Economic Development, Federal Reserve Bank of Boston and the American Planners Association, Economic Development Newsletter.

James Carras has also served as a Reader for the United States Department of Treasury Community Development Financial Institutions Fund funding programs, Judge for the Social Compact's Community Investment Award and the Fannie Mae Foundation's Maxwell Awards.

GET THE RIGHT INSURANCE, RIGHT NOW

Your Insurance documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 888-202-3007 (Mon-Fri, 8am-10pm EST).

Your insurance documents

Declarations Page

This contains specific policy information, such as the limits and deductibles you have selected.

Policy Wording

This details the terms and conditions of your coverage, subject to policy endorsements.

Endorsements

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

Notices

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

Application Summary

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available so we can handle your call quickly.

Email: reportaclaim@hiscox.com

Phone: 866-424-8508

Mail: Attn: Direct Claims
Hiscox
520 Madison Avenue - 32nd Floor
New York, NY, 10022

Declarations Page



Professional Liability Insurance Declarations

This is a "Claims Made and Reported" Policy in which Claim Expenses are included within the Limit of Liability unless otherwise noted. Those words (other than the words in the captions) which are printed in Boldface are defined in the Policy.

Policy No.:	UDC-2219583-EO-18		
1. Named Insured:	Carras Community Investment, Inc.		
2. Address:	1701 NE 6TH ST FORT LAUDERDALE, FL 33304		
3.A. Limit of Liability:	\$ 1,000,000 Each Claim		
3.B.	\$ 1,000,000 Aggregate for all Claims		
4. Deductible:	\$ 500 Each Claim		
5. Notice:	Phone: 866-424-8508 Email: reportclaim@hiscox.com Mail: Hiscox 520 Madison Avenue-32nd Floor Attn: Direct Claims New York, NY, 10022		
6. Policy period:	From:	April 03, 2018	To: April 03, 2019
At 12:01 A.M. (Standard Time) at the address shown above.			
7. Retroactive Date:	January 01, 1990		
8. Premium:	\$ 873.00		
9. Attachments:	DPL D001 CW (01/10) - Professional Liability Errors & Omissions Insurance Declarations DPL P001 CW (05/13) - Professional Liability Coverage Form DPL E5018 CW (08/15) - E5018.2 Management/Business Consulting Services Endorsement DPL E5106 FL (01/10) - E5106.2 Florida Amendatory Endorsement DPL E5424 CW (02/15) - Blanket Additional Insured Endorsement INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice		



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600 Chicago Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

Policy Wording



**PROFESSIONAL LIABILITY – US DIRECT
ERRORS AND OMISSIONS INSURANCE**



PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

ABOUT THIS POLICY

The Hiscox Professional Liability – US Direct policy is designed to offer coverage for the risks entities face in performing their **Professional Services**. **We** urge **You** to read this Policy carefully so **You** understand the insurance that **You** have purchased, and the full extent of **Your** and **Our** rights and duties under this Policy. Please note that all words and phrases that appear in bold-type (except headings) have special meaning and are defined in the Definitions section of this Policy. Coverage for all **Claims** is subject to the entire terms and conditions of the policy.

Coverage for Claims Made Against You

You have purchased insurance that provides coverage for **Claims** made against **You**. **We** will pay **Damages** on **Your** behalf for any **Claim** that falls within the Insuring Agreement and within all of the terms and conditions outlined in the policy. Covered **Claims** are for **Your Wrongful Acts** in providing or failing to provide **Professional Services**. To determine who is an **Insured** please refer to the Definitions and Spousal and Domestic Partner section of the policy. Additionally, for coverage to apply, **You** must comply with all **Your** obligations as outlined in the Notice of Claims, Notice of Potential Claims, and the rest of the policy. The most **We** will pay is outlined in the Limits of Liability Section and items **We** will not pay are outlined in the Exclusions section. **You** are responsible for payments as outlined in the Deductible section.



PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

In consideration of the premium charged and in reliance on the statements made and information provided to **Us**, including but not limited to the statements made and information provided in and with the **Application**, which is made a part of this Policy, as well as subject to the Limits of Liability, the Deductible and all of the terms, conditions, limitations and exclusions of this Policy, **We** and **You** agree as follows:

I. INSURING AGREEMENT, DEFENSE AND SETTLEMENT

A. INSURING AGREEMENT

We shall pay on **Your** behalf **Damages** and **Claim Expenses** in excess of the Deductible resulting from any covered **Claim** that is first made against **You** during the **Policy Period** and reported to **Us** pursuant to the terms of the Policy for **Wrongful Acts** committed on or after the **Retroactive Date**.

We shall also pay on **Your** behalf all **Supplemental Payments** in connection with any covered **Claim** that is first made against **You** during the **Policy Period** and reported to **Us** pursuant to the terms of the Policy for **Wrongful Acts** committed on or after the **Retroactive Date**. No Deductible shall apply to **Supplemental Payments**.

B. DEFENSE

1. **We** shall have the right and the duty to defend any covered **Claim**, even if such **Claim** is groundless, false or fraudulent.
2. **We** shall have the right to appoint defense counsel upon being notified of such **Claim**.
3. Notwithstanding paragraph 2., **We** shall have no obligation to pay **Claim Expenses** until **You** have satisfied the applicable Deductible.
4. **Our** duty to defend shall terminate upon the exhaustion of the Limit of Liability as set forth in Item 3. of the Declarations.

C. SETTLEMENT

1. **We** shall have the right to solicit and negotiate settlement of any **Claim**.
2. **We** shall not, however, enter into a settlement without **Your** prior consent, which consent shall not be unreasonably withheld.
3. If **You** shall refuse to consent to any settlement recommended by **Us**, **Our** liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled plus **Claim Expenses** incurred up to the date of such refusal.

**II. NOTICE OF
CLAIMS AND
NOTICE OF
POTENTIAL
CLAIMS****A. NOTICE OF CLAIMS**

1. As a condition precedent to any coverage under this Policy, **You** shall give written notice to **Us** of any **Claim** as soon as practicable, but in all events no later than:
 - a. the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**); or
 - b. 60 days after the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**) so long as such **Claim** is made within the last 60 days of such **Policy Period** (or any purchased **Optional Extended Reporting Period**).
2. Such notice shall be sent to **Us** at the address set forth in Item 5. of the Declarations.
3. Such notice shall include any and all documents related to such **Claim**, including every demand, notice, summons or other applicable information received by **You** or by **Your** representative.

B. NOTICE OF POTENTIAL CLAIMS

If **You** first become aware during the **Policy Period** of any **Wrongful Act** that might be reasonably likely give rise to a covered **Claim**, **You** may give written notice to **Us** of such potential **Claim** during the **Policy Period**. Such notice must include to the fullest extent possible:

1. the identity of the potential claimant;
2. the identity of the person(s) who allegedly committed the **Wrongful Act**;
3. the date of the alleged **Wrongful Act**;
4. specific details of the alleged **Wrongful Act**; and
5. any written notice from the potential claimant describing the **Wrongful Act**.

If such notice is accepted as a “potential **Claim**,” then any actual **Claim** that is subsequently made shall be deemed to have been first made on the date such “potential **Claim**” was first reported to **Us**.

Provided, however, **You** may not report “potential **Claims**” during any purchased **Optional Extended Reporting Period**.

C. OPTIONAL EXTENDED REPORTING PERIOD

1. If **We** or the **Named Insured** cancel or non-renew this Policy (as described by Endorsement hereto), then the **Named Insured** shall have the right to purchase for an additional premium an **Optional Extended Reporting Period**. Provided,

however, the right to purchase an **Optional Extended Reporting Period** shall not apply if:

- a. this Policy is canceled by **Us** for nonpayment of premium (as described by Endorsement hereto); or
 - b. the total premium for this Policy has not been fully paid.
2. The **Optional Extended Reporting Period** will apply only to **Claims** that:
- a. are first made against **You** and reported to **Us** during such **Optional Extended Reporting Period**; and
 - b. are for **Wrongful Acts** committed on or after the **Retroactive Date** but prior to the effective date of cancellation or non-renewal (as described by Endorsement hereto).
3. The additional premium for such **Optional Extended Reporting Period** shall not exceed 200% of the annualized expiring premium for an **Optional Extended Reporting Period** of 3 years.

The additional premium for such **Optional Extended Reporting Period** shall be fully earned at the inception of such **Optional Extended Reporting Period**.

4. Notice of election and full payment of the additional premium for the **Optional Extended Reporting Period** must be received within 30 days after the effective date of cancellation or non-renewal (as described by Endorsement hereto). In the event the additional premium is not received within the 30 days, any right to purchase the **Optional Extended Reporting Period** shall lapse and no further **Optional Extended Reporting Period** shall be offered.

The Limits of Liability applicable during any purchased **Optional Extended Reporting Period** shall be the remaining available Limits of Liability under this canceled or non-renewed Policy (as described by Endorsement hereto). There shall be no separate or additional Limit of Liability available for any purchased **Optional Extended Reporting Period** and the purchase of any **Optional Extended Reporting Period** shall in no way increase the Limit of Liability set forth in Item 3. of the Declarations.

III. EXCLUSIONS

This Policy does not apply to and **We** shall have no obligation to pay any **Damages, Claim Expenses** or **Supplemental Payments** for any **Claim**:

- A. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions; provided, however, that:
1. **We** will pay **Claim Expenses** until there is a final adjudication establishing such conduct, at which time **You** shall reimburse **Us** for such **Claim Expenses**; and
 2. this exclusion shall not apply to otherwise covered intentional acts or omissions resulting in a **Personal Injury**.

- B. based upon or arising out of any actual or alleged gaining of any profit or advantage to which **You** were not legally entitled.
- C. based upon or arising out of any actual or alleged wrongful termination, retaliation or discrimination against or harassment of any past, present, future or potential **Employee**, including but not limited to any violations of federal, state or local statutory or common law.
- D. based upon or arising out of any actual or alleged **Wrongful Act** that:
 - 1. was committed prior to the **Retroactive Date**;
 - 2. has been the subject of any notice given under any other policy of which this Policy is a renewal or replacement; or
 - 3. **You** had knowledge of prior to the **Policy Period** and had a reasonable basis to believe that such **Wrongful Act** could give rise to a **Claim**; provided, however, that if this Policy is a renewal or replacement of a previous policy issued by **Us** providing materially identical coverage, the **Policy Period** referred to in this paragraph will be deemed to refer to the inception date of the first such policy issued by **Us**.
- E. brought by or on behalf of any federal, state or local government agency or professional or trade licensing organization; provided, however, this exclusion shall not apply to claims brought in their capacity as a client receiving **Your Professional Services**.
- F. brought by or on behalf of one **Insured** against another **Insured**.
- G. brought by or on behalf of any person or entity maintaining **Effective Control** of **You**.
- H. based upon or arising out of any actual or alleged violation of the following laws, including any similar provisions of any federal, state or local statutory or common law:
 - 1. the Securities Act of 1933 (as amended);
 - 2. the Securities Exchange Act of 1934 (as amended);
 - 3. any state blue sky or securities laws (as amended);
 - 4. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq. (as amended);
 - 5. the Employee Retirement Income Security Act of 1974 (as amended);

including any rules or regulations promulgated thereunder.
- I. based upon or arising out of any actual or alleged obligation under any Workers' Compensation, Unemployment Compensation, Employers Liability or Disability Benefit Law, including any similar provisions of any federal, state or local statutory or common law.
- J. based upon or arising out of any actual or alleged liability of others that **You** assume under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

- K. based upon or arising out of any actual or alleged **Bodily Injury** or **Property Damage**.
- L. based upon or arising out of any actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.
- M. based upon or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan or patent or theft of trade secret.
- N. based upon or arising out of any actual or alleged false or deceptive advertising of **Your** goods or services or misrepresentation in advertising of **Your** goods or services, including but not limited to any wrongful description of prices of **Your** goods or services or the quality or performance of **Your** goods or services.
- O. based upon or arising out of any actual or alleged breach of contract or breach of any implied or express warranty or guarantee; provided, however, this Exclusion shall not apply to:
 - 1. any obligation you have to perform your **Professional Services** with reasonable skill or care; or
 - 2. any liability **You** would have had in absence of such contract, warranty or guarantee.
- P. based upon or arising out of any actual or alleged violation of any federal, state or local statutes, ordinances or regulations regarding or relating to unsolicited telemarketing, solicitations, emails, faxes or any other communications of any type or nature, including but not limited to any “anti-spam” and “do-not-call” statutes, ordinances, or regulations.
- Q. based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.
- R. based upon or arising out of any actual or alleged failure to protect any non-public, personally identifiable information in **Your** care, custody or control.
- S. based upon or arising out of any actual or alleged actuarial services, medical or nursing services, insurance agent/broker services, legal services or services as an architect or engineer.

IV. LIMITS OF LIABILITY, DEDUCTIBLE AND RELATED CLAIMS

A. LIMIT OF LIABILITY

Regardless of the number of **Claims** made during the **Policy Period** (or applicable **Extended Reporting Period**), the maximum that **We** shall be liable to pay for all covered **Damages**, **Claim Expenses** and **Supplemental Payments** shall be as follows:

1. The amount set forth in Item 3.A. of the Declarations as “Each **Claim**” shall be the maximum amount for each covered **Claim**.
2. The amount set forth in Item 3.B. of the Declarations as “Aggregate for all **Claims**” is the maximum amount for all **Claims** combined.
3. Notwithstanding 1. and 2. above, **Our** liability for **Supplemental Payments** shall not exceed \$250 per day for each **Insured** up to \$5,000 per **Claim**, which amounts shall reduce the amounts described in 1. and 2. above.

B. DEDUCTIBLE

1. **We** shall not be responsible for payment of **Damages** or **Claims Expenses** until the Deductible amount has been satisfied.
2. **We** may at **Our** discretion advance payment of **Damages** or **Claims Expenses** within the Deductible amount on **Your** behalf, but **You** shall reimburse **Us** for any such amounts as soon as **We** request such reimbursement.
3. No Deductible amount shall apply to **Supplemental Payments**.

C. RELATED CLAIMS

For purposes of the applicable Deductible and Limit of Liability, all **Claims** based upon or arising out of continuous, repeated, related or interrelated **Wrongful Acts** shall be considered a single **Claim** first made against **You** in the **Policy Period** the first such **Claim** was made.

**V. OTHER
MATTERS
AFFECTING
COVERAGE****A. ESTATES, HEIRS, LEGAL REPRESENTATIVES, SPOUSES & DOMESTIC PARTNERS**

This Policy shall apply to **Claims** brought against:

1. the heirs, executors, administrators, trustees in bankruptcy, assignees and legal representatives of any **Insured** in the event of such **Insured's** death or disability; or
2. the legal spouse or legal domestic partner of any **Insured**;

but only:

1. for the **Wrongful Acts** of such **Insured**; or

2. in connection with their ownership interest in property which the claimant seeks as recovery for actual or alleged **Wrongful Acts** of such **Insured**.

B. INSURED DUTY TO COOPERATE

You shall have the duty to cooperate with **Us** in the defense, investigation and settlement of any **Claim**, including but not limited to:

1. upon request, submit to examination and interrogation under oath by **Our** representative;
2. attend hearings, depositions and trials as requested by **Us**;
3. assist in securing and giving evidence and obtaining the attendance of witnesses;
4. provide written statements to **Our** representative and meet with such representative for the purpose of investigation and/or defense; and
5. provide all documents **We** may reasonably require.

C. INSURED OBLIGATION NOT TO INCUR EXPENSE OR ADMIT LIABILITY

You shall not, except at **Your** own cost, make any payment, incur any expense, admit any liability, settle any **Claim** or assume any obligation without **Our** prior consent.

D. ACTION AGAINST THE INSURER

No action shall be taken against **Us** unless:

1. **You** have complied fully with all the terms and conditions of this Policy; and
2. the amount of **Your** obligation to pay shall have been finally determined either by judgment against **You** after actual trial, or by written agreement between **You, Us** and the claimant.

No person or organization shall have any right under this Policy to join **Us** as a party to any **Claim** against **You** nor shall **We** be impleaded by **You** or **Your** legal representatives in any such **Claim**.

E. OTHER INSURANCE

This Policy shall be excess insurance over any other valid and collectable insurance available to **You**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limit of Liability provided in this Policy.

F. SUBROGATION

1. In the event of any payment by **Us** under this Policy, **We** shall be subrogated to all of **Your** rights of recovery to such payment.
2. **You** shall do everything that may be necessary to secure and preserve such subrogation rights, including but not limited to the execution of any documents necessary to allow **Us** to bring suit in **Your** name.

3. **You** shall do nothing to prejudice such subrogation rights without first obtaining **Our** written consent.
4. Any recovery shall first be paid to **Us** up to the amount of any **Damages, Claim Expenses** or **Supplemental Payments** that **We** have paid. Any remaining amounts shall be paid to **You**.
5. Notwithstanding the above, no subrogation shall be had against any **Insured**.

G. ALTERATION AND ASSIGNMENT

No change in, modification of or assignment of interest under this Policy shall be effective unless made by written endorsement to this Policy signed by **Our** authorized representative.

H. REPRESENTATIONS

As a condition precedent of **Our** obligations under this Policy, **You** represent that:

1. the statements and representations made by **You** in the **Application** are true and are the basis of the Policy and are to be considered as incorporated into and constituting a part of this Policy;
2. the statements and representations made by **You** in the **Application** shall be deemed material to the acceptance of the risk assumed by **Us** under the Policy;
3. this Policy is issued in reliance upon the truth of the statements and representations made by **You** in the **Application**; and
4. in the event the **Application** contains misrepresentations which materially affect the acceptance of the risk assumed by **Us** under this Policy, this Policy shall be *void ab initio*.

I. BANKRUPTCY OR INSOLVENCY

Your bankruptcy or insolvency shall not relieve **Us** of any of **Our** obligations under this Policy.

J. TERRITORY

This Policy shall apply to **Wrongful Acts** committed anywhere in the world, provided that any action, arbitration, or other proceeding for, in relation to, or arising from the **Claim** is brought within the United States, its territories or possessions, or Canada.

K. FALSE OR FRAUDULENT CLAIMS

If any **Insured** shall commit fraud in proffering any **Claim** or regarding the amount or otherwise, this Insurance shall become void as to such **Insured** from the date such fraudulent claim is proffered.

L. NAMED INSURED RESPONSIBILITIES

It shall be the responsibility of the **Named Insured** to act on behalf of all other **Insureds** with respect to the following:

1. giving and receiving notice of cancellation and/or non-renewal (as described by Endorsement hereto);
2. payment of premium
3. receipt of return premiums;
4. acceptance of changes to this Policy; and
5. payment of Deductibles.

M. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit **Your** books and records as they related to this Policy at any time during the **Policy Period** (or any purchased **Optional Extended Reporting Period**) or up to three years after the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**).

N. TITLES

Titles of sections of and endorsements to this Policy are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

VI. DEFINITIONS

- A. **Application** means the signed application for the Policy, whether submitted on-line, over the phone or on paper, including any attachments and other materials or statements submitted in conjunction therewith. If this Policy is a renewal or replacement of a previous policy or policies issued by **Us**, **Application** shall also include all signed applications and other materials that were submitted therewith and attached thereto.
- B. **Bodily Injury** means physical injury to or sickness, disease or death of a person, or mental injury, mental anguish, emotional distress, pain or suffering, or shock sustained by a person.
- C. **Claim** means any written demand for **Damages** or for non-monetary relief.
- D. **Claim Expenses** means the following that are incurred by **Us** or by **You** with **Our** prior written consent:
1. all reasonable and necessary fees, costs and expenses (including the fees of attorneys and experts) incurred in the investigation, defense and appeal of a **Claim**; and
 2. premiums on appeal bonds, attachment bonds or similar bond. Provided, however, **We** shall have no obligation to apply for or furnish any such bonds.

Claim Expenses shall not mean and **We** shall not be obligated to pay:

1. salaries, wages or expenses other than **Supplemental Payments**; or

2. the defense of any criminal investigation, criminal grand jury proceeding, or criminal action.

E. **Damages** means a monetary judgment or monetary award that **You** are legally obligated to pay (including pre- or post-judgment interest) or a monetary settlement negotiated by **Us** with **Your** consent.

Damages shall not mean and **We** shall not be obligated to pay:

1. fines, penalties, taxes, sanctions levied against **You**;
2. any punitive or exemplary damages or that portion of any multiplied damages award which exceeds the damage award so multiplied, provided, however, that, if such damages are otherwise insurable under applicable law and regulation, **We** will pay an award of punitive or exemplary damages in excess of the Deductible and up to a maximum sum of \$250,000. This limit shall be a part of and not in addition to the Limit of Liability set forth in Items 3. of the Declarations;
3. the return, reduction or restitution of **Your** fees, commissions, profits, or charges for goods provided or services rendered, including any over-charges or cost over-runs;
4. liquidated damages; or
5. **Your** cost of complying with injunctive relief.

F. **Effective Control** means:

1. ownership of more than 50% of the issued and outstanding voting securities; or
2. having the right pursuant to written contract, by-laws, charter, operating agreement or similar documents to elect, appoint or designate a majority of the board of directors, management committee members of a partnership or the members of the management board of a limited liability company (or equivalent management structure).

G. **Employee** means any past, present or future:

1. employee (including any part-time, seasonal or temporary employee or any volunteer);
2. partner, director, officer, member or board member (or equivalent position);
3. independent contractor; or
4. leased worker;

of an **Organization**, but only in their performance of **Professional Services** on behalf of or at the direction of such **Organization**.

H. **Insured** means **You** or **Your**.

I. **Named Insured** means the individual, corporation, partnership, limited liability company, limited partnership, or other entity set forth in Item 1 of the Declarations.

J. **Optional Extended Reporting Period** means any applicable **Optional Extended Reporting Period** contemplated by the **OPTIONAL EXTENDED REPORTING PERIOD** Clause.

- K. **Organization** means the **Named Insured** and any **Subsidiary**.
- L. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one of more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;
 4. slander, libel, defamation or disparagement of goods, products or services; or
 5. oral or written publication of material in connection with **Your** advertising that violates a person's right of privacy.
- M. **Policy Period** means the period of time set forth in Item 6. of the Declarations.
- N. **Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- O. **Professional Services** means only those services specified in Endorsement to this Policy as performed by or on behalf of an **Organization** for others for a fee or other compensation.
- P. **Property Damage** means physical loss of or physical damage to or destruction of any tangible property, including the loss of use thereof. For purposes of this definition, "tangible property" shall not include electronic data.
- Q. **Retroactive Date** means the date set forth in Item 7. of the Declarations.
- R. **Subsidiary** means:
1. any entity of which the **Named Insured** has **Effective Control** ("**Controlled Entity**") on or before the **Policy Period**, either directly or indirectly through one or more **Controlled Entities**;
 2. any entity of which the **Named Insured** forms or acquires **Effective Control** during the **Policy Period**, either directly or indirectly through one or more **Controlled Entities**, but only for the first 90 days after such formation or acquisition (or until the end of the **Policy Period**, whichever is earlier). Provided, however, with respect to a **Subsidiary** described in paragraph 2. of this definition, **We** shall only cover **Claims** alleging **Wrongful Acts** committed while the **Named Insured** had **Effective Control** of such **Subsidiary**, either directly or indirectly through one or more **Controlled Entities**.

An entity ceases to be a **Subsidiary** once the **Named Insured** no longer has **Effective Control** of such entity, either directly or indirectly through one or more **Controlled Entities**, and this Policy will not respond to **Claims** made against such entity thereafter.

- S. **Supplemental Payments** means the reasonable expenses incurred by **You**, including loss of wages, if **You** are required by **Us** to attend arbitration proceedings or trial in the defense of a covered **Claim**.
- T. **We, Us, Our** or **Insurer** means the insurance company set forth in the Declarations.
- U. **Wrongful Act** means any actual or alleged breach of duty, negligent act, error, omission or **Personal Injury** committed by **You** in the performance of **Your Professional Services**.
- V. **You** or **Your** means any:
1. **Organization**;
 2. **Employee**;
 3. joint venture in which an **Organization** participates pursuant to written agreement, but only for:
 - a. **Wrongful Acts** committed by such **Organization**; and
 - b. the percentage of otherwise covered **Damages** and **Claims Expenses** in proportion to such **Organization's** participation in the joint venture.

Endorsements

Endorsement 1

NAMED INSURED: Carras Community Investment, Inc.

E5018.2 Management/Business Consulting Services Endorsement

Page 1 of 2

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph O., “**Professional Services**,” is amended to read as follows:
 - O. **Professional Services** means management consulting and/or business consulting services performed for others for compensation, including but not limited to:
 - i. advising on general business operations, strategy, organizational structure, human resources, marketing and sales campaigns, systems or ecological/“green” issues; and
 - ii. project management.
2. Clause VI. **DEFINITIONS** is amended to include the following at the end thereof:

MC-A. **Employee Benefit Plan** means any plan created or maintained by an employer or employee organization for the benefit of its employees, directors, partners, trustees, or officers, including but not limited to pension plans and employee welfare plans.
3. Clause III. **EXCLUSIONS** is amended to include the following at the end thereof:

MC-A. based upon or arising out of any actual or alleged commingling of or inability or failure to safeguard funds.

MC-B. based upon or arising out of any actual or alleged compilation of audited financial statements.

MC-C. based upon or arising out of the performance of or failure to perform audit attestation services.

MC-D. based upon or arising out of the performance of any services in connection with mergers and/or acquisitions.

MC-E. based upon or arising out of the performance of any services in connection with the valuation of any entity or tangible or intangible property.

MC-F. based upon or arising out of any actual or alleged promise, warranty, or guarantee of the future value of any real or personal property.

MC-G. based upon or arising out of any actual or alleged insolvency, receivership, bankruptcy, liquidation, or financial inability of any **Employee Benefit Plan** or insurance company.

MC-H. based upon or arising out of any actual or alleged sale of any **Employee Benefit Plan**.

MC-I. based upon or arising out of any actual or alleged performance or failure to perform investment advisory services, including but not limited to the following:
 1. the selection of any investment manager, investment advisory, custodial, or similar firm;
 2. the promise or guarantee of the future performance or value of investments, or rate of return or interest;

Endorsement 1

NAMED INSURED: Carras Community Investment, Inc.

E5018.2 Management/Business Consulting Services Endorsement

Page 2 of 2

3. the fluctuation in the value of any security;
4. any failure of investments to perform as expected or desired; or
5. acting as an investment advisor as defined in Section 202(11) of the Investment Advisors Act of 1940.

MC-J. based upon or arising out of **Your** performance of or failure to perform **Professional Services** in connection with the following industries, fields, or activities:

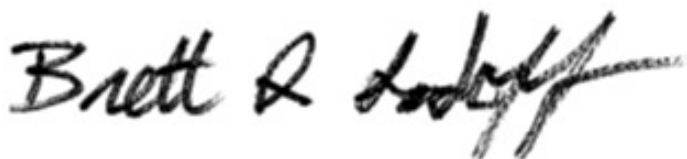
1. actuarial advice;
2. aerospace consulting or advice;
3. architecture or engineering advice;
4. construction management or advice;
5. credit counseling;
6. environmental consulting or advice;
7. financing or financial auditing;
8. general contracting;
9. home/physical inspection services;
10. insurance placement or advice;
11. investment or tax advice;
12. land acquisition;
13. law enforcement training;
14. legal advice or the practice of law;
15. lobbying and/or political advice;
16. medical advice or the practice of medicine;
17. mining consulting or advice;
18. oil, gas, or petroleum consulting or advice;
19. physical installation services;
20. property management;
21. repossession services;
22. safety consulting or advice;
23. **Your** sale of any goods or products; or
24. staffing/placement services.

All other terms and conditions remain unchanged.

Endorsement effective: April 03, 2018

Policy No.: UDC-2219583-EO-18

Endorsement No: 1



By : Brett Sadoff
(Appointed Representative)

DPL E5018 CW (08/15)

Endorsement 2

NAMED INSURED: Carras Community Investment, Inc.

E5106.2 Florida Amendatory Endorsement

Page 1 of 2

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

In consideration of the premium charged, it is understood and agreed that the Policy is modified as follows:

1. Section II. **NOTICE OF CLAIMS AND NOTICE OF POTENTIAL CLAIMS**, Paragraph C. **OPTIONAL EXTENDED REPORTING PERIOD** is modified to the extent necessary to provide the following:

The additional premium for the **Optional Extended Reporting Period** shall be based on the annualized expiring premium for an **Optional Extended Reporting Period**.

2. Section V. **OTHER MATTERS AFFECTING COVERAGE**, Paragraph A. **ESTATES, HEIRS, LEGAL REPRESENTATIVES, SPOUSES & DOMESTIC PARTNERS** is modified to include the following at the end thereof:

For the purposes of this Section V. **OTHER MATTERS AFFECTING COVERAGE**, Paragraph A. **ESTATES, HEIRS, LEGAL REPRESENTATIVES, SPOUSES & DOMESTIC PARTNERS**, a domestic partner shall be defined as any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

3. Section V. **OTHER MATTERS AFFECTING COVERAGE** is amended to include the following at the end thereof:

CANCELLATION

Notice of Cancellation

- A. The **Named Insured** may cancel this Policy giving **Us** advance written notice stating when thereafter such cancellation shall be effective. If the **Named Insured** cancels this Policy, the refund shall not be less than 90% of the pro rata unearned premium. Provided, however, if this Policy shall be cancelled by the **Named Insured** within 14 days of the inception of the **Policy Period** without having submitted a **Claim**, **We** shall return in full any premium amount actually paid to **Us**. In such event, the effective date of cancellation shall be deemed to be the inception date of the **Policy Period**.

- B. **Policies in Effect For 90 Days Or Less**

If this Policy has been in effect for ninety (90) days or less, **We** may cancel this Policy by mailing to the first **Named Insured** by registered, certified or other first class mail, at the address shown in the Declarations, written notice of cancellation, accompanied by the reasons of cancellation, at least:

- (a) Ten (10) days before the effective date of cancellation if **We** cancel for nonpayment of premium; or

Endorsement 2

NAMED INSURED: Carras Community Investment, Inc.

E5106.2 Florida Amendatory Endorsement

Page 2 of 2

- (b) Twenty (20) days before the effective date of cancellation if **We** cancel for any other reason, except **We** may cancel immediately if there has been:
 - i. A material misstatement or misrepresentation; or
 - ii. A failure to comply with the underwriting standards established by **Us**.

C. Policies In Effect For More Than 90 Days

If this Policy has been in effect for more than ninety (90) days, **We** may also cancel this Policy by mailing to the first **Named Insured** by registered, certified or other first class mail, at the address shown in the Declarations, written notice, including the reason(s) for cancellation, stating when not less than forty-five (45) days thereafter (or ten (10) days thereafter when cancellation is due to non-payment of premium), the cancellation shall be effective.

We may cancel this Policy only for one of the following reasons:

- (a) Non-payment of premium;
- (b) The Policy was obtained by a material misstatement;
- (c) There has been a failure to comply with underwriting requirements established within ninety (90) days of the effective date of coverage;
- (d) There has been a substantial change in the risk covered by the Policy; or
- (e) The cancellation is for all **Insureds** under such policies for a given class of insureds.

- D. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If **We** cancel this Policy, any return premium shall be calculated pro rata. Payment or tender of any unearned premium by **Us** shall not be a condition precedent to the effectiveness of the cancellation. If return premium is not refunded with the notice of cancellation, **We** will mail the refund within 15 working days after the date of cancellation takes effect.

Nonrenewal

If **We** elect not to renew this Policy, **We** will mail or deliver to the first **Named Insured** written notice of nonrenewal, including the reason for nonrenewal, not less than forty-five (45) days before the end of the **Policy Period**.

We will mail or deliver the notice of nonrenewal to the first **Named Insured** at the address shown in the Declarations. If the notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

HISCOX INSURANCE COMPANY INC.



Endorsement effective: April 03, 2018
Endorsement No: 2

Policy No.: UDC-2219583-EO-18

By : Brett Sadoff
(Appointed Representative)

DPL E5106 FL (01/10)



Hiscox Insurance Company Inc.

Policy Number: UDC-2219583-EO-18
Named Insured: Carras Community Investment, Inc.
Endorsement Number: 3
Endorsement Effective: April 03, 2018

E5424.1 Blanket Additional Insured Endorsement (PL)

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., “**You**” or “**Your**,” is amended to include the following at the end thereof:

You or **Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of “**You**” or “**Your**”:

2. The following definition is added to Clause VI. **DEFINITIONS**:

AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.

Notices

ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.

Application Summary

Application Summary

The following outlines the details you have given us about your business. We have relied on the accuracy of this information in order to issue your policy. If any of the items below are incorrect or have changed, please call us at 888-202-3007 so that we can update your policy details.

Your policy

Policy number:	UDC-2219583-EO-18
Quote reference number:	7171272
Product:	Professional Liability Insurance
Business name:	Carras Community Investment, Inc.
Business address:	1701 NE 6TH ST
City:	FORT LAUDERDALE
State:	FL
Zip code:	33304
County	Broward County
Name:	James Carras
Email address:	carras@bellsouth.net
Telephone number:	954-415-2022
Per claim limit of liability:	\$ 1,000,000
Aggregate limit of liability:	\$ 1,000,000
Deductible:	\$ 500
When would you like your policy to start?	April 03, 2018

Your business

What is your primary type of business?	Management consulting
Your business's ownership structure (please select one).	Corporation or other Organization (other than the above)
Do you currently have an insurance policy in effect for the coverage requested?	No
Other than the business address provided above, how many additional locations does your business own or rent?	0

I consent to engage in electronic transactions.	Agree
Approximately when did your business begin?	January 01, 1990
What are your business's estimated gross sales during the next 12 months? Note: Your best estimate is fine. Include all revenues, fees and commissions.	\$ 180,000
During the next 12 months, what are the estimated gross sales you will earn from your largest customer?	\$ 30,000
Does your business use a written contract or statement of work?	Most of the time ($\geq 75\%$ but $< 100\%$)
What type of services does your business primarily provide?	Other; please explain
Consulting - economic development planning.	
Which of the following does your business implement?	
- Customer sign-off on deliverables	Yes
- Contracts with indemnification clauses in your favor	Yes
- Formal change management procedures	No
- Legal review of contracts	No
Do your contracts clearly state the ownership rights, licensing, and use of any materials or intellectual property created for or during an engagement?	Yes
Do your contracts state that to the best of your knowledge any materials or intellectual property created are original and do not infringe upon the intellectual property rights of others?	Yes
Does your business provide any of the following services?	No
• Aerospace consulting or advice • Actuarial advice • Architecture or engineering advice • Construction management or advice • Credit counseling • Environmental consulting or advice • Financing or financial auditing • General contracting • Investment or tax advice • Insurance placement or advice • Land acquisition • Law enforcement training • Legal advice • Lobbying and/or political advice • Medical advice • Mergers and acquisitions or business valuations • Mining consulting or advice • Oil, gas, or petroleum consulting or advice • Safety consulting or advice • Sales representative.	

In what industry do the majority of your clients work?

Government - state, local, or foreign

Statements About Your Business

As the individual completing this transaction, you are authorized to purchase and bind this insurance on behalf of the entity applying for coverage.

I have read and agree

Your Business is not controlled or owned by any other firm, corporation, or entity.

I have read and agree

For the entire period of time that You have owned and controlled the business, You have not sold, purchased or acquired, discontinued, merged into or consolidated with another business.

I have read and agree

Your business has never had any commercial insurance cancelled or rescinded.

I have read and agree

You, your business's current and past partners, officers, directors, board members, trustees, or employees, have never been subject to disciplinary action by authorities as a result of professional activities.

I have read and agree

Claims and Loss History

Based upon your knowledge and the knowledge of your business's current and past partners, officers, directors and employees, during the last five years a third party has never made a claim against your business and you do not know of any reason why someone may make a claim.

I have read and agree

Professional Liability

The limits of liability represent the total amount available to pay judgments, settlements, and claim expenses (e.g., attorney's fees) incurred in the defense of any claims. We are not liable for any amounts that exceed these limits.

This is a claims-made policy. If coverage is provided, it shall apply to claims made against you and reported to us during the policy period or applicable extended reporting period.

Judgments, settlements and claims expenses incurred are subject to the deductible amount. The deductible is the amount you must pay before we will make any payments under the policy. Some coverage may not be subject to a deductible, in which case you are not required to make payments before any payments are made under the policy. Please consult the policy language for details.

If you have knowledge of any circumstance that may lead to a claim being made against you, coverage will be excluded if such claim is made.

Claims made against you prior to the inception of the policy are excluded.

Other information**Fraud Warning**

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

You have confirmed that you agree with the General Statements provided.	Yes
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I agree to accept delivery of my insurance policy via email to the address provided.	Yes
--	-----

I have read the information above and confirm it is all correct. I understand that by checking this box I am agreeing to enter into a binding agreement with Hiscox Insurance Company Inc.	Yes
--	-----

Producer name:	Hiscox Inc.
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Producer license number:	L036298
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SECTION VI - COST PROPOSAL PAGE

Proposer Name: Carras Community Investment, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. CRA Consulting services for: Economic Development Corporation (Invest Florida, Inc.) For a Period of 12 Months \$ 110,000.00
2. CRA Consulting services for : Development of Art & Culture District Implementation Strategy For a Period of 12 Months \$ 88,500.00

Total Project Cost

\$ 198,500.00

Submitted by:

James Carras

Name (printed)

JAMES CARRAS

Signature

James Carras

December 8, 2021

Date

Title Principal

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Carras Community Investment, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only 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) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 9):

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.) See instructions.

1701 Northeast Sixth Street

6 City, state, and ZIP code

Fort Lauderdale, FL 33304

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 5 - 0 3 3 1 7 1 4

Part II Certification

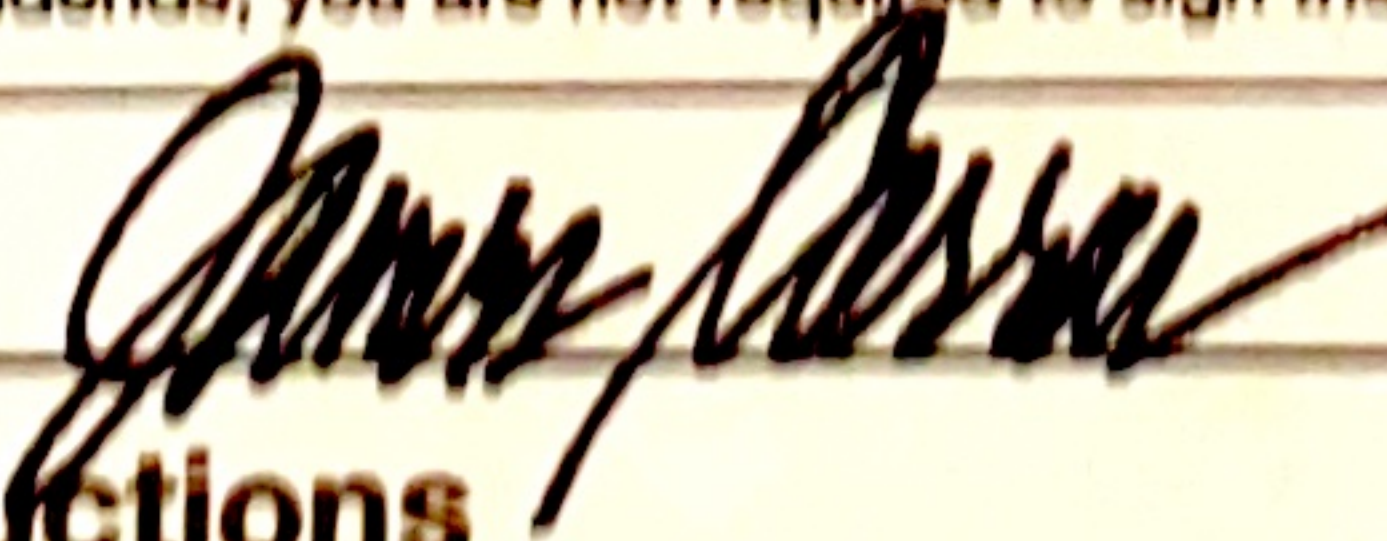
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person



Date

November 30, 2020

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Detail by Entity Name

Florida Profit Corporation

CARRAS COMMUNITY INVESTMENT, INC.

Filing Information

Document Number	P09000071983
FEI/EIN Number	65-0331714
Date Filed	08/26/2009
Effective Date	08/21/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/15/2020

Principal Address

1701 NE Sixth Street
FORT LAUDERDALE, FL 33304

Changed: 10/15/2020

Mailing Address

1701 NE Sixth Street
FORT LAUDERDALE, FL 33304

Changed: 10/15/2020

Registered Agent Name & Address

Carras Community Investment, Inc.
1701 NE Sixth Street
FORT LAUDERDALE, FL 33304

Name Changed: 10/15/2020

Address Changed: 10/15/2020

Officer/Director Detail

Name & Address

Title P

Carras, James
1701 NE Sixth Street
FORT LAUDERDALE, FL 33304

Annual Reports

Report Year	Filed Date
2019	10/15/2020
2020	10/15/2020
2021	03/15/2021