



AGENDA

SPECIAL COMMISSION MEETING

7:00 PM - Tuesday, November 23, 2021

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	7 - 23
Goal Setting - October 13, 2021	
Regular Commission Meeting - October 13, 2021	
Workshop Commission Meeting - October 27, 2021	
10 13 2021 GOAL SETTING COMMISSION MINUTES	
10 13 2021 REGULAR COMMISSION MINUTES	
10 27 2021 Workshop Commission Meeting	
7.2. Bills over \$1,500 - Finance Director Taubenfeld	25 - 27
Approve purchases over \$10,000	
Agenda Item Report - AIR-21-234 - Pdf	
Finance Bills Over \$1500 November 23rd 2021	
7.3. Payoff of USDA Rural Development Bond - Finance Director Taubenfeld	29 - 32
RESOLUTION NO. 2021-057	
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYOFF OF USDA LOAN 92-01 IN THE AMOUNT OF \$2,012,000; PROVIDING FOR SEVERABILITY ; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.	
2021-057 USDA LOAN RESO PAYOFF 2021	
Finance Updated Payoff Statement Pembroke Park Loan 92-01 through 11.24.2021 FINAL	
7.4. Town Merchant Credit Card Account - Finance Director Taubenfeld	33 - 34
RESOLUTION NO. 2021-059	
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO OPEN AN ACCOUNT WITH SYNOVUS BANK AND PROVIDING AUTHORITY THE TOWN MANAGER AND FINANCE DIRECTOR TO	

TAKE ALL ACTIONS NECESSARY TO OPEN AN ACCOUNT WITH SYNOVUS BANK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Close out Merchant account with Wells Fargo and open Merchant Account with Synovus Bank

[2021-059 Synovus account reso](#)

- 7.5. New Computers for Building Department - Building Official Nunez 35 - 43

Purchase Computers from Dell

[Agenda Item Report - AIR-21-173 - Pdf](#)

- 7.6. Used Police Cars from Jupiter Police Department - Interim Police Chief Howard 45 - 46

Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.

[Agenda Item Report - AIR-21-232 - Pdf](#)

- 7.7. Purchase of printers for police vehicles - Interim Police Chief Howard 47 - 49

Approve purchase.

[Agenda Item Report - AIR-21-224 - Pdf](#)

- 7.8. Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark 51 - 57

Recommendation to approve the engineering design proposal to begin the construction procurement process

[Agenda Item Report - AIR-21-247 - Pdf](#)

- 7.9. Keith & Associates Engineering Study Proposal to Replace the 6-inch Asbestos Concrete Pipe Sanitary Sewer Force Main on SW 30th Street from SW 46th Avenue to SW 33rd Avenue - Public Services Director Clark 59 - 72

Recommendation to approve the engineering study

[Agenda Item Report - AIR-21-246 - Pdf](#)

- 7.10. Department of Elections Agreement - Town Clerk Martell 73 - 83

Approve the agreement.

[Agenda Item Report - AIR-21-242 - Pdf](#)

- 7.11. Lobbyist Tidewater - Town Manager Jimenez 85 - 86

[Lobby tidewater 2021](#)

- 7.12. 2022 Holidays - Town Clerk Martell 87 - 89

[2022 Holiday List](#)

[2022 Revised Holiday List 12 02 2021](#)

- 7.13. 2022 Regular & Workshop Schedule - Town Clerk Martell 91
[2022 Regular and Workshop Meeting Schedule](#)
- 7.14. Updating the Audio Visual System for the Commission Chambers - IT 93 - 149
Director Pakula

Approve Purchase
[Agenda Item Report - AIR-21-257 - Pdf](#)
- 7.15. FRS - Name change designation - Finance Director Taubenfeld 151

To change the position title in FRS from Public Works Director to Public Service Director
[Agenda Item Report - AIR-21-266 - Pdf](#)
- 7.16. Budget Amendment - FY21 - Finance Director Taubenfeld 153 - 178

Approval of Budget Amendment
[Agenda Item Report - AIR-21-265 - Pdf](#)
[Finance 11 22 2021 REVISION 2 Budget Amendment - FY21](#)
- 7.17. Amendment to Interdev, LLC Contract (GIS Mapping Services) - Town 179 - 198
Planner Siegel

Approval of the Amendment to Interdev, LLC Contract
[Agenda Item Report - AIR-21-261 - Pdf](#)
[Planner Contract interdev amend 122021 final](#)
- 7.18. Piggyback Contract from North Bay Village for Town Holiday 199 - 330
Decorations - Public Services Director Clark, Assistant Public Services Director Jacques

Approval to use attached contract per procurement guidelines
[Agenda Item Report - AIR-21-267 - Pdf](#)
[PS Artistic Design Piggyback 122021](#)
[PS Exhibit A Vendors Proposal](#)
[PS Exhibit B Initial Agreement](#)

8. RESOLUTIONS

9. ORDINANCES

- 9.1. Ordinance Regarding Town Department Directors - Town Attorney 331 - 343
Anderson
ORDINANCE NO. 2021-008
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE PEMBROKE PARK CODE OF ORDINANCES AS IT RELATES TO DEPARTMENT DIRECTORS BY REVISING CHAPTER 2, ARTICLE III "OFFICERS AND EMPLOYEES" AND CHAPTER 24, ARTICLE III, DIVISION 2 "FINANCE AND BUDGET DIRECTOR"; PROVIDING FOR**

SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Approve Ordinance Revising Duties of Department Directors and method of hire and retention

[Agenda Item Report - AIR-21-238 - Pdf](#)

- 9.2. Ordinance 2021-007 -- Amending the permitted and special permit uses for a portion of Parcel B, Seneca Plat, according to the plat thereof, as recorded in Plat Book 165, Page 9, of The public records of Broward County, Florida. (Public Hearing) - Town Planner Siegel 345 - 363

ORDINANCE NO. 2021-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Approve Ordinance 2021-007 on First Reading

[Agenda Item Report - AIR-21-248 - Pdf](#)

10. OLD BUSINESS

- 10.1. Elevator presentation - Public Services Director Clark 365 - 389
ADDED PRESENTATION ON 12/15/2021

[Public Works Special Meeting Pembroke Town Hall Modernization Presentation](#)

11. NEW BUSINESS

- 11.1. Appointment of Town Commission Representative to the Broward MPO 391
- Town Planner Siegel

Select a member of the Town Commission to the Broward MPO

[Agenda Item Report - AIR-21-259 - Pdf](#)

- 11.2. Approval of Holiday Luncheon - Events Coordinator Brown
The luncheon is tentatively scheduled for Friday, December 17, 2021

- 11.3. Award Selection and Recommendation for ITB 21-08 Food Forest 393 - 402
Improvements at Ryan Park FRDAP Trail and Picnic Facilities - Public Services Director Clark

Recommend to Approve Award Selection of Contract to the apparent lowest Bidder Maceda Contractors, LLC at \$51,800. And the option to award to the next lowest bidder (Kailas Contractors, \$69,001.00) if Maceda is found to be non-responsive.

[Agenda Item Report - AIR-21-245 - Pdf](#)

[PS ITB 21-08 Food Forest Improvements Ryan Park DRAWINGS](#)
[PS ITB 21-08 Bid Review Matrix](#)

- 11.4. PremierOne Mobile Licenses w/install - Interim Police Chief Howard 403 - 409
- Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.
- [Agenda Item Report - AIR-21-251 - Pdf](#)
- 11.5. Fire Assessment Study - Town Planner Siegel 411 - 424
- Approve change of scope to Tindale Oliver Impact Fees Study to include a Fire Assessment Study.
- [Agenda Item Report - AIR-21-250 - Pdf](#)
- 11.6. Notice of proposed Government Facilities Impact Fee schedule - Town Planner Siegel 425 - 427
- Direct staff to advertise Notice of proposed Government Facilities Impact Fee schedule
- [Agenda Item Report - AIR-21-249 - Pdf](#)
- 11.7. CDBG 47th Year - Calvin, Giordano & Associates - Public Services Director Clark, Assistant Public Services Director Jacques 429 - 440
- We are recommending approval for engineering services rendered by Calvin Giordano for the additional safety lighting improvements at the Preserve.
- [Agenda Item Report - AIR-21-253 - Pdf](#)
[PS Calvin 14-7253.5 Raymond Oglesby Preserve Park Perimeter Lighting Upgrade](#)
- 11.8. Town flag designs - Public Services Director Clark 441 - 442
- We are recommending the Commission select a flag design. Also, we would like to purchase (3) flags. One for Town Hall and both parks.
- [Agenda Item Report - AIR-21-252 - Pdf](#)
- 11.9. Professional Engineering Design Award Selection to Keith & Associates - Public Services Director Clark, Assistant Public Services Director Jacques 443 - 445
- Request For Proposals (RFP) - Professional Engineering Design for RFP 21-09 John P. Lyons Lane Drainage Improvements
- The Evaluation Committee has reviewed the Request for Proposals for the John P. Lyons Lane Drainage Improvements Project. The Committee has evaluated the Proposers' qualifications, project experience, and technical approach and thus is recommending awarding the contract for engineering design to Keith & Associates based on their ranking values.
- [Agenda Item Report - AIR-21-256 - Pdf](#)
[PS Revised RFP 21-09 Committee Evaluation](#)

11.10. Central Square Software Licenses to access the Broward County
Records Management System - Interim Police Chief Howard

447 - 452

Staff recommends the purchase of twenty (20) sole-source Records
Management System (RMS) Licenses.

[Agenda Item Report - AIR-21-255 - Pdf](#)

12. DISCUSSION

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Commissioner Clark

Clerk Commissioner Dieuveille

Mayor Jacobs

16. ANNOUNCEMENTS

16.1. Possible Workshop Meeting, Wednesday, December 15, 2021 at 5:00
PM

453

Special Commission Meeting, Wednesday, December 15, 2021 at 7:00
PM

Toy Drive, scheduled for Monday, December 20th from 5:00 PM to 8:00
PM

[12 20 2021 TOYDRIVE](#)

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

GOAL SETTING COMMISSION MEETING MINUTES Wednesday, October 13, 2021, at 5:00 PM

Mayor Geoffrey Jacobs
Clerk Commissioner Reynold Dieuville
Commissioner Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1. CALL TO ORDER by Mayor Jacobs at 5:42 pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 5:42 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville and Commissioner Hodgkins.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Town Planner Heidi Siegel; Interim Police Chief David Howard; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle, Public Services Director Robert Clark, and other staff.

4. DISCUSSION – GOAL SETTING – Town Planner Siegel and Town Manager Jimenez facilitated the discussion with multi-medias and a PowerPoint presentation.

5. ATTORNEY REPORTS – *NONE*

6. TOWN MANAGER REPORTS - *NONE*

7. COMMISSION REPORTS - *NONE*

8. ANNOUNCEMENTS - NONE

9. ADJOURNMENT

With no further items for discussion, meeting adjourned at 6:56 pm, unanimous motioned for adjournment.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, October 13, 2021, at 7:00 PM

Mayor Geoffrey Jacobs
Clerk Commissioner Reynold Dieuville
Commissioner Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1. CALL TO ORDER by Mayor Jacobs at 7:09 pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:09 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville,

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Town Planner Heidi Siegel; Interim Police Chief David Howard; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle, Public Services Director Robert Clark and other staff.

4.ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA - NONE

5. PRESENTATIONS / PROCLAMATIONS

5.1 Proclaiming the Month of October as Breast Cancer Month - Mayor and Commission – Proclamation was read into the record.

5.2. Lobbyist Reports - Lobbyist Sigerson, Town Manager Jimenez – The Commission did not have any questions for the lobbyist team.

6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE –

Regular Commission Meeting
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Dan Ortiz was present to speak on agenda item 12.2.

7. CONSENT AGENDA

7.1. Approval of Minutes - Town Clerk Martell

09 08 2021 Regular Commission Meeting

09 13 2021 1st Budget Hearing

09 22 2021 Workshop Commission Meeting

09 23 2021 2nd Budget Hearing

09 23 2021 Emergency Commission Meeting

7.2. Bills Over \$500 - Finance Director Taubenfeld

7.3. Waiver Request - Winged Nutrition, LLC - BTR/Billing Administrator Grooms
Recommend waiving the penalty fee.

Waiver Request - Winged Nutrition, LLC - Pdf

7.4. GIS Contract for InterDev - IT Director Pakula
Approval of Contract for Phase one of the GIS project.

7.5. Backup system For Police and Town - Interim Police Chief Howard, IT Director Pakula
Approve purchase of backup system

7.6. MOU - Juvenile Arrest 12 and under - Interim Chief of Police Howard
Staff recommends entering into this MOU regarding transportation of Minors to the Juvenile Assessment Center under the age of 12 years old. Pembroke Park has already signed the MOU for the entirety of the program.

7.7. CARFAX for POLICE - Interim Chief of Police Howard
Staff recommends the use of CarFax for Police to assist with traffic crash investigation and auto theft. There is no cost to the city.

7.8. RFP for Towing Service - Interim Chief of Police Howard
Staff recommends renegotiating our current contract with Max Towing and if unable to put the Towing Contract out for RFP.

7.9. As-Needed Planning Services -- Michael Miller Planning Associates, Inc. - Town Planner Siegel
Approve the Agreement for Professional Services with Michael Miller Planning Associates, Inc.

Regular Commission Meeting

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Page **2** of **7**

7.10. Computers for the Police department - Interim Police Chief Howard
Approve purchase

MOTION TO APPROVE CONSENT AGENDA MADE BY CLERK COMMISSIONER DIEUEVILLE, SECONDED BY COMMISSIONER HODGINS. MOTION PASSED 3-0.

8. RESOLUTIONS

8.1. Recurring Bills - Fiscal 2022 - Finance Director Taubenfeld
RESOLUTION NO. 2021-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2021-2022; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Finance is requesting Commission approval for certain vendors who bill monthly, quarterly or annually who exceed the required procurement amount for approval . This will help streamline and expedite the payment process.

MOTION TO APPROVE MADE BY CLERK COMMISSIONER DIEUEVILLE, SECONDED BY COMMISSIONER HODGINS. MOTION PASSED 3-0.

8.2. Appointments of Commissioner titles - Mayor Jacobs
RESOLUTION NO. 2021-038

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPOINTING- **A MAYOR, A VICE-MAYOR AND OTHER COMMISSIONER APPOINTMENTS SET FORTH IN THE TOWN CHARTER; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

THE GAVEL WAS HANDED TO COMMISSIONER HODGKINS. MAYOR JACOBS MOTIONED FOR HIM TO REMAIN AS MAYOR, CLERK COMMISSIONER DIEUEVILLE TO BE THE VICE MAYOR AND COMMISSIONER HODGKINS TO BE THE CLERK COMMISSIONER, SECONDED BY CLERK COMMISSIONER DIEUEVILLE. MOTION PASSES 3-0. GAVEL WAS HANDED BACK TO MAYOR JACOBS.

9. ORDINANCES - SECOND READING

9.1. Solid Waste Collection - Town Attorney Anderson
ORDINANCE 2021-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR

SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Approve revisions to Chapter 11, Article IV, Division 4 "Solid Waste Collection"

MOTION TO APPROVE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

9.2. Procurement Code Ordinance - Town Attorney Anderson
ORDINANCE NO. 2021-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING ARTICLE V "PROCUREMENT" BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V "PROCUREMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Recommend the Commission approve the Procurement Code Ordinance

MOTION TO APPROVE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

10. NEW BUSINESS

10.1. USDA Rural Development Bond update - Finance Director Taubenfeld - Seek alternate financing or payoff balance of note

MOTION TO APPROVE MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

10.2. Request for Blanket Purchase Order - \$25,000 for Continuous Sewer Maintenance Services - Public Services Director Clark
RESOLUTION NO. 2021-056

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING FUNDS FOR AN EMERGENCY PROCUREMENT PURSUANT TO SECTION 2-16 OF THE TOWN CODE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Request for Commission approval and resolution for the blanket purchase order to be used for sewer lift stations and force main repairs and maintenance services.

MOTION TO APPROVE MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

10.3. Pump Replacement for Lift Station #1 - Public Services Director Clark

Request for approval of sole source procurement of a Sulzer pump to replace 1 of 2 pumps that has reached the end of its life cycle after 7 years.

MOTION TO APPROVE MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

10.4. Town Flag - Public Services Director Clark – **DIRECTION WAS GIVEN TO RETURN TO THE COMMISSION WITH DESIGN OPTIONS.**

10.5. Additional Radios for Police Department - Interim Police Chief Howard - Approve Radios

MOTION TO APPROVE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

10.6. Additional Adobe Licensing - IT Director Pakula - Approve Licensing

MOTION TO APPROVE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

10.7. First Annual Music Fall Festival - Events Coordinator Brown - Changing event from Fall Festival to an Annual Music festival in the Fall

MOTION TO APPROVE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

10.8. Florida League of Cities Legislative Conference in Orlando, November 3 - 5, 2021 - Mayor Jacobs – Informational purposes

10.9. 2022 Broward Days will be held on January 18 & 19, 2022 - All commissioners are encouraged to attend plus one Town staff - Mayor Jacobs, Town Manager Jimenez - Informational purposes

10.10. 90th Winter Meeting for Mayors in Washington DC, January 19-21, 2022 - Mayor Jacobs - Informational purposes

10.11. 90th Annual Meeting in Reno, Nevada on June 3-6th, 2022 - Mayor Jacobs - Informational purposes

10.12. Florida Municipal Clerk's Conference, October 17 thru 22, in Daytona, Florida - Town Clerk Martell - Informational purposes

11. OLD BUSINESS

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11.1. Hire Miguel Nunez as full-time Building Official - Mayor Jacobs, HR Consultant Menegazzo

MOTION TO APPROVE HIRING MIGUEL NUNEZ AS THE FULL-TIME BUILDING OFFICIAL AT \$120,000 ANNUAL SALARY MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

MOTION BY CLERK COMMISSIONER HODGKINS TO HIRE MR. NUNEZ WITH AN EFFECTIVE DATE OF AUGUST 1, 2021, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

12. DISCUSSION

12.1. Change the date of the Regular Commission Meeting from December 7, 2021, to December 15th and if needed a Workshop meeting can be scheduled on the same date - Mayor Jacobs

MOTION TO APPROVE MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE. MOTION PASSED 3-0.

12.2. Personnel Matters - Town Engineer- HR Consultant Menegazzo

Mr. Daniel Ortiz, came before the Commission and explained his perspective and thanked the Town for his time as an employee.

MOTION TO TERMINATE MR. ORTIZ MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY COMMISSIONER HODGKINS. MOTION PASSED 3-0.

13. ATTORNEY REPORTS – Working on a settlement with Progressive.

14. TOWN MANAGER REPORTS - *NONE*

15. COMMISSION REPORTS

Commissioner Hodgkins – *None*

Clerk Commissioner Dieuville – Was happy with the Town and how it is moving forward.

Mayor Jacobs – Appreciated the support of the Breast Cancer Month proclamation because he has had previous experience with breast survivors. He also thanked staff for the visioning workshop and looking forward to moving the Town forward.

Regular Commission Meeting

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16. ANNOUNCEMENTS

Special Magistrate, Wednesday, October 20, 2021 at 9:00 AM

Planning & Zoning Meeting, Thursday, October 21, 2021 at 6:00 PM

Charter Review Committee, Monday, October 25, 2021 at 6:00 PM

Workshop Committee Meeting, Wednesday, October 27, 2021 at 6:00 PM

12. ADJOURNMENT

With no further items for discussion, meeting adjourned at 9:03 pm, unanimous motioned for adjournment.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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

Regular Commission Meeting

October 13, 2021

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TOWN OF PEMBROKE PARK

Workshop Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
October 27, 2021
6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner Howard Clark

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER –The meeting was called to order at 6:03 pm by Mayor Geoffrey Jacobs.

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:03 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville, and Clerk Commissioner William Hodgkins.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Administrative Assistant to the Commissioners Joy Brown; Town Planner Heidi Seigel; Chief of Police David Howard; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle, Assistant Public Services Director Myriam Jacques, IT Director Mark Pakula, Chief Code Enforcement Officer Joseline Ramirez, Finance Director Harry Taubenfeld, Public Services Director Robert Clark and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

ADDED THREE ITEMS TO THE AGENDA: ELEVATOR PROPOSALS, LIST OF HOLIDAY AND MEETING DATES, AND HOLIDAY LUNCHEON

1

5. PRESENTATIONS - *NONE*

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

6.2 Fire Department – Chief Kane

REPORT GIVEN TO THE COMMISSION FOR REVIEW

7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1. Building Department September 2021 Monthly and Fiscal Year 20/21 Final Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

7.2. New Computers for Building Department

ITEM FORWARDED TO CONSENT AGENDA

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Department Report for the month of September 2021

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9. FINANCE DEPARTMENT – FINANCE DIRECTOR TAUBENFELD

9.1 Business Tax Receipt and Billing Update - BTR Administrator Grooms

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.2 Bills Over \$500

REPORT GIVEN TO THE COMMISSION FOR REVIEW

ITEM FORWARDED TO CONSENT AGENDA

9.3 Revenue & Expenditures Summary through September 30, 2021

FOR COMMISSION INFORMATION

9.4. Payoff of USDA Rural Development Bond

ITEM FORWARDED TO CONSENT AGENDA

9.5. Town Merchant Credit Card Account - Close out Merchant account with Wells Fargo and open Merchant Account with Synovus Bank

ITEM FORWARDED TO CONSENT AGENDA

10. HUMAN RESOURCES – HR CONSULTANT MENEGAZZO - NONE

11. IT DEPARTMENT- IT DIRECTOR PAKULA - NONE

12. TOWN PLANNER SIEGEL, AICP

12.1 Town Planner Monthly Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

12.2. SW 30th Avenue Sanitary Sewer Project -- Route Study Presentation

Presentation was conducted by Steve Williams and Nelson Murana from Keith Engineering & Design

THE DIRECTION OF THE COMMISSION WAS TO PROCEED WITH DESIGN

12.3. Market Analysis and Economic Development Strategic Plan Request for Qualifications (RFQ) - Authorize Staff to issue the Request for Qualifications for a Market Analysis and Economic Development Strategic Plan

COMMISSION DIRECTED STAFF TO PROCEED WITH THE RFQ

13. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

13.1. Used Police Cars from Jupiter Police Department - Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.

ITEM FORWARDED TO CONSENT AGENDA

13.2. Purchase of printers for police vehicles

ITEM FORWARDED TO CONSENT AGENDA

14. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

14.1. Containers for Storage of Town Equipment (Public Works, Parks and Town Hall) -

Request for Commission approval to procure 3 containers: one 40ft and two 20ft to be placed

COMMISSION DIRECTED STAFF TO PROCEED WITH THE RFQ

14.2. Award Selection and Recommendation for ITB 21-08 Food Forest Improvements at Ryan Park FRDAP Trail and Picnic Facilities - Recommend to Approve Award Selection of Contract to the apparent lowest Bidder Maceda Contractors, LLC at \$51,800. And the option to

award to the next lowest bidder (Kailas Contractors, \$69,001.00) if Maceda is found to be non-responsive.

ITEM FORWARDED TO LINE ITEM

14.3. Police Department Engineering Design Proposal from Calvin & Giordano -
Recommendation to approve the engineering design proposal to begin the construction
procurement process
ITEM FORWARDED TO CONSENT AGENDA

**14.4. Keith & Associates Engineering Study Proposal to Replace the 6-inch Asbestos
Concrete Pipe Sanitary Sewer Force Main on SW 30th Street from SW 46th Avenue to SW
33rd Avenue -** Recommendation to approve the engineering study
ITEM FORWARDED TO CONSENT AGENDA

14.5. Elevator Proposals
COMMISSION DIRECTED STAFF TO PROCEED WITH THE BIDDING PROCESS

15. TOWN CLERK'S OFFICE - TOWN CLERK MARTELL

15.1. Department of Elections Agreement
ITEM FORWARDED TO CONSENT AGENDA

15.2. Discussion on Workshop Commission Meeting
**Cancel the Workshop Commission Meeting of Wednesday, November 24. Move the
Workshop Commission meeting to December 1st.** The December 15th Workshop meeting
would begin at 5:00 PM if needed, followed by the Regular Commission Meeting at 7:00 PM
COMMISSION DIRECTED STAFF TO PROCEED WITH MEETING DATE CHANGES AS
NEEDED

15.3 Will providing at the next meeting the 2022 Holiday and Meeting list for approval –
MOVE TO CONSENT

15.4 Holiday Luncheon
COMMISSION DIRECTED STAFF TO PROVIDE THE DETAILS OF THE EVENT AND
MOVE TO CONSENT AGENDA

16. TOWN ATTORNEY ANDERSON

16.1. Ordinance Regarding Town Department Directors -Approve Ordinance Revising
Duties of Department Directors and method of hire and retention
ITEM FORWARDED TO CONSENT AGENDA

17. TOWN MANAGER JIMENEZ

17.1. Lobbyist Tidewater - Town Manager Jimenez
ITEM FORWARDED TO CONSENT AGENDA

18.OLD BUSINESS

4

NONE

19. NEW BUSINESS

NONE

20. DISCUSSION

20.1. Employee benefits - Mayor Jacobs

Spoke on behalf of the great Town employee benefits. These benefits are extremely competitive. The Town is currently providing the best benefit package the Town can afford. If you have any concerns, you can compare the Town benefits at healthcare.gov

20.2. Directors/Department Heads, performance evaluations and expectations - Mayor Jacobs

He would appreciate for staff to communicate and behave in a professional manner.

20.3. Events and Training opportunities - Events Coordinator Brown

Thanksgiving Event -20th Annual Basket Brigade -Monday, November 22, 2021 from 5 to 8 PM

Training opportunities provided by Feeding South Florida:

Feeding South Florida 12 weeks Culinary Training

Feeding South Florida 5 weeks Warehouse Training

21. ATTORNEY COMMENTS

The attorney gave an update regarding the progressive litigation regarding attorney fees.

22. TOWN MANAGER REPORTS:

Discussed Town project that are on the legislative priorities list. David Sigerson was present to discuss the number of projects submitted by the Town and he recommended to prioritize the top 3 projects to submit to the legislative body. He would like the Manager and Commissioners to attend meetings in Tallahassee the week of January 10th. He recommended the Commission to narrow the project list to three (3) and give the Manager the latitude for him to make decisions over the list of projects as he sees fit.

He also stated he was proud of the work staff is producing and how it helps to move our Town forward. Staff is no longer talking about an issue but addressing the issue.

Vice Mayor Dieuveille – Asked about the guidelines to use the ARPA funds. The Manager and Finance Director responded, the four major categories are infrastructure, lost revenue, Covid 19 related expenses, and reimbursement for providers. He wanted to know if ARPA funds could be used to assist residents that have fallen behind on their bills. Staff will look into the possibility but it might be available through the amnesty group for design cost to obtain a building permit. .

23. COMMISSION COMMENTS

Clerk Commissioner William Hodgkins – *NONE*

Vice Mayor Dieuveille – *NONE*

Mayor Jacob: *NONE*

24. ANNOUNCEMENTS

Fall Music Event, Friday, October 29, 2021 from 7:00 PM to 10:00 PM

Regular Commission Meeting, Wednesday, November 10, 2021 at 7:00 PM

Thanksgiving Event -20th Annual Basket Brigade -Monday, November 22, 2021 from 5 to 8 PM

Workshop Meeting, Wednesday, November 24, 2021 at 6:00 PM (possible change December 1)

Workshop Meeting, Wednesday, December 15, 2021 at 5:00 PM

Regular Commission Meeting, Wednesday, December 15, 2021 at 7:00 PM

25. ADJOURNMENT

With no further items for discuss, meeting adjourned at 8:40 PM, MOTION BY VICE MAYOR DIEUEVILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, **ALL IN FAVOR.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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

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Town of Pembroke Park
Workshop Commission Meeting
October 27, 2021

phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

AGENDA ITEM REPORT



To: commission
Subject: Bills over \$1,500
Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

The Town updated its procurement policy and increased the required commission approval from \$1,500 to \$10,000. Included in the report are all bills over \$1,500. All bills between \$1,500 and \$10,000 will require the Town Managers approval and are for informational purposes only for the Town commission. We are seeking commission approval for any bill over \$10,000 that is included on the report.

RECOMMENDATION:

Approve purchases over \$10,000

**Town of Pembroke Park
Bills Over \$1,500
November 23, 2021
Special Commission Meeting**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
218857	Brinkley Morgan	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru September 30, 2021	Legal	\$ 22,118.29
69752	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park Thru September 30, 2021	Legal	\$ 33,995.89
Total:				\$56,114.18

Addendums				
2021-0786.10.exp	CAS Governmental Services LLC	Tallahassee Legislative Travel Expenses for Legislative Committee Week (October 10-October 22, 2021)	Legislative	\$ 1,935.72
15053	Florida League of Cities	FDOT Maintenance of Traffic Control Training Intermediate 16 Course	Public Works	\$ 1,875.00
70034	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to Michelle Riley vs. Town of Pembroke Park Thru November 9th 2021	Legal	\$ 1,629.50
00363768	Municode	Copy of the Supplement 38 to the Code of Ordinances	Admin	\$ 3,946.18
20210003211-12	US Legal Support	Deposition Transcript for Matters Relating to the Progressive Waste Solutions vs. Town of Pembroke Park	Legal	\$ 2,421.63
Total:				\$11,808.03

Purchase Orders				
305602	USA Blue Book	Roto-Float 30' Pipe Mounted Switch with Clamp	Stormwater	\$ 1,624.11
305603	Insight Public Inc.	(10) Additional Adobe Licenses for Town Employees	NonDept	\$ 1,810.90
305604	InUnison Apparel	Gold Plated Badges for Police Department	Police	\$ 2,016.00
305606	Hydra Service Inc	Sulzer ABS Model Submersible Pump (Sole Source)	Sewer	\$ 8,521.20
305613	Pines Ford	Repair for Crane Truck #30 (2 Quotes)	Sewer	\$ 5,571.53
305615	Dude Solutions Inc.	Onsite Training for Asset Essential for Public Svc. Director	Roads	\$ 3,860.00
305616	Megawattage LLC	Replace Transfer Switch on Generator at Lift Station #17	Sewer	\$ 2,765.00
305617	Star Pump & Sprinkler Inc.	Materials for the Irrigation System (4" Rain Bird Pop Ups, 12" Nozzles, Couplings, Pipes, etc.)	Roads	\$ 1,565.00
305618	Applied Concepts Inc.	(2) Stalker Lidar RLR	Police	\$ 4,763.50
Total:				\$32,497.24

Grand Total:	\$100,419.45
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RESOLUTION NO. 2021-057

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYOFF OF USDA LOAN 92-01 IN THE AMOUNT OF \$2,012,000; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) has an outstanding loan (#92-01, the “Loan”) to the USDA in the principal amount of \$2,012,000 (Two Million and Twelve Thousand Dollars); and

WHEREAS, the Town’s finance department recommends that the Town pay off the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission (the “Commission”) of the Town of Pembroke Park, Florida hereby authorizes the repayment of the Loan in the principal amount of \$2,012,000 to the USDA.

Section 2: The Commission (the “Commission”) Florida hereby authorizes the Town Manager and the Town’s finance director to take any and all action necessary for the repayment of the Loan in the principal amount of \$2,012,000 to the USDA.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Town of Pembroke Park
Resolution No. 2021-057

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this day of November, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

MELISSA P. ANDERSON
Town Attorney



United States Department of Agriculture

Rural Development

Royal Palm Beach
Area Office

420 S State Road 7,
Suite 166
Royal Palm Beach, FL
33414

Voice 561.792.2727
Fax 855.475.4827

November 18, 2021

Town of Pembroke Park
Attn: Harry Taubenfeld, Budget & Finance Director
3150 SW 2nd Avenue
Pembroke Park, FL 33023

Subject: Payoff Amount Request for Loan 92-01

Dear Mr. Taubenfeld,

These figures represent the estimated payoff amount subject to confirmation upon receipt, on the account of: Town of Pembroke Park 09-006-XXXXX8454 Loan 92-01.

As of November 24th, 2021:

Principal balance(s)	\$ 2,012,000.00
Interest balance(s)	<u>20,257.90</u>
Total	\$ 2,032,257.90

Daily interest accrual 241.1644

This figure is based on information provided. Payment is applied as of date of receipt, please adjust payoff total accordingly. A change in any of the variables involved in determining a payoff could result in a significant change in the above payoff amount.

When ready to pay off the loan, there are various methods available. Please notify the office in writing of the method to be used as some methods require prior notification to the finance office.

1. You may use the current payment method Pre-Authorized Debt Agreement (PAD), where full payment will be withdrawn. This method requires written notification prior to the transaction date.
2. You may submit any form of cash payment for the final payment
3. You may have funds wired into the Federal Reserve. Please keep in mind that this method requires the office to request instructions from the finance office. This method requires a form to be completed in anticipation of the transaction.

"USDA is an equal opportunity provider, employer, and lender."

Security instruments will be released after the final payment is applied and a zero balance is shown. Final payments in a form other than U.S. Treasury check, cashier's check, certified check, money order, bank draft, or check issued by an institution determined by the Agency to be financially responsible, will not release the mortgage and paid note until after a 30-day waiting period.

Please feel free to contact Kristine Roy, Area Specialist or Ada Rivera, Acting Area Director for any further information at (561) 792-2727, Ext. 5.

Thank you,

Ada E. Rivera

Digitally signed by Ada E. Rivera
Date: 2021.11.18 16:24:18
-05'00'

Ada E. Rivera,
Acting Area Director

AER/kbr

RESOLUTION NO. 2021-059

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO OPEN AN ACCOUNT WITH SYNOVUS BANK AND PROVIDING AUTHORITY THE TOWN MANAGER AND FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO OPEN AN ACCOUNT WITH SYNOVUS BANK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) desires to establish a bank account with Synovus Bank; and

WHEREAS, the Town Commission (the “Commission”) hereby finds it is in the best interest of the Town to establish an account with Synovus Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission of the Town of Pembroke Park, Florida hereby authorizes the Town to open an account with Synovus Bank.

Section 2: That the Commission hereby authorizes the Town Manager and the Town’s finance director to take any and all action necessary to open an account with Synovus Bank.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Town of Pembroke Park
Resolution No. 2021-059

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 23rd day of November, 2021.

ATTEST:

Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: New Computers for Building Department

Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021

Department: Building

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This is to replace all the old hardware for the Building Department.

Government Contract: State of Florida C000000010853

MNWNC-108 / 43211500-WSCA-15-ACS This satisfies the Procurement Policy of the Town.

FINANCIAL IMPACT:

The total is \$28,869.82

RECOMMENDATION:

Purchase Computers from Dell

ATTACHMENTS:

[US QUOTE 3000103021830.1](#)

	Status:
Miguel Nunez, Building Official	Approved - Aug 17 2021
Harry Taubenfeld, Finance & Budget Director	Approved - Aug 17 2021
Melissa Anderson, Town Attorney	Approved - Aug 18 2021
JC Jimenez, Town Manager	Approved - Aug 18 2021
Marlen Martell, Town Clerk	Denied - Aug 18 2021



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000103021830.1
Total \$28,869.82
Customer # 14164554
Quoted On Oct. 21, 2021
Expires by Nov. 20, 2021
Contract Name Dell NASPO Computer
Equipment PA - State of FL
Contract Code C000000010853
Customer Agreement # MNWNC-108 / 43211500-
WSCA-15-ACS

Sales Rep Rihl Dougherty
Phone (800) 456-3355, 6179188
Email Rihl_Dougherty@Dell.com
Billing To MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Rihl Dougherty

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3560	\$1,551.31	8	\$12,410.48
Dell Thunderbolt Dock- WD19TBS	\$237.92	8	\$1,903.36
Logitech MK360 Keyboard and Mouse Combo - Wireless - Black	\$31.59	10	\$315.90
Dell Stereo Soundbar – AC511M	\$26.00	6	\$156.00
Dell 32 4K USB-C Hub Monitor - P3222QE, 80.0cm (31.5")	\$550.93	16	\$8,814.88

Dell 24 Monitor - P2419H	\$222.13	4	\$888.52
Precision 3240 Compact	\$1,095.17	4	\$4,380.68
	Subtotal:		\$28,869.82
	Shipping:		\$0.00
	Environmental Fee:		\$0.00
	Non-Taxable Amount:		\$28,869.82
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$28,869.82

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

Mobile Precision 3560

Estimated delivery if purchased today:

Nov. 05, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

	Quantity	Subtotal
\$1,551.31	8	\$12,410.48

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3560 BTX	210-AXWP	-	8	-
Intel Core Processor i7-1165G7 (4 Core, 12MB Cache, 2.8 GHz up to 4.70 GHz Turbo, 17.5W)	379-BEHR	-	8	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	8	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	8	-
Intel Core Processor i7-1165G7 non-vPro with NVIDIA T500 2GB, TBT	329-BFEP	-	8	-
NVIDIA T500 2GB GDDR6	490-BGHE	-	8	-
Non-Touch LCD Cover with WLAN&WWAN capable	320-BEDL	-	8	-
Touch/Non-Touch LCD bezel + IR Camera + Mic	325-BDZI	-	8	-
15.6"FHD, 16x9, 1920x1080, 250 nit, WVA, 45% NTSC, 60Hz, Non-Touch	391-BFPW	-	8	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	8	-
M.2 2280 512 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BKTY	-	8	-
No Additional Hard Drive	401-AAGM	-	8	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	8	-
Palmrest, Fingerprint Reader, Thunderbolt 4	346-BGVU	-	8	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	8	-
No Mobile Broadband Card	556-BBCD	-	8	-
4-cell 63 Whr Lithium Ion battery with ExpressCharge	451-BCSU	-	8	-
90W E5 Type C Power Adapter (EPEAT)	492-BCWT	-	8	-
non-vPro Manageability	631-ACTC	-	8	-
Resource Media not Included	430-XYGV	-	8	-
ENERGY STAR Qualified	387-BBPI	-	8	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	8	-
No AutoPilot	340-CKSZ	-	8	-
E5 US Power Cord	537-BBBD	-	8	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	8	-
No Mouse	570-AADK	-	8	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	8	-

US Order	332-1286	-	8	-
EAN label	389-BKKL	-	8	-
Packaging for 90W Adapter	340-CUKC	-	8	-
Fixed Hardware Configuration	998-EMWT	-	8	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	8	-
SupportAssist	525-BBCL	-	8	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	8	-
Dell Optimizer for Precision	640-BBSC	-	8	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	8	-
Waves Maxx Audio	658-BBRB	-	8	-
Dell Power Manager	658-BDVK	-	8	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	8	-
No Anti-Virus Software	650-AAAM	-	8	-
OS-Windows Media Not Included	620-AALW	-	8	-
Quick Setup Guide for Mobile Precision 3560	340-CUEN	-	8	-
Bottom cover	354-BBDO	-	8	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	8	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	8	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	8	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	8	-
Smart Selection Shipment (S)	800-BBGW	-	8	-

			Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	\$237.92		8	\$1,903.36

Estimated delivery if purchased today:
Dec. 30, 2021
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	8	-
Advanced Exchange Service, 3 Years	824-3984	-	8	-
Dell Limited Hardware Warranty	824-3993	-	8	-

			Quantity	Subtotal
Logitech MK360 Keyboard and Mouse Combo - Wireless - Black	\$31.59		10	\$315.90

Estimated delivery if purchased today:
Nov. 01, 2021
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK360 Keyboard and Mouse Combo - Wireless - Black	AB050933	-	10	-

			Quantity	Subtotal
Dell Stereo Soundbar – AC511M	\$26.00		6	\$156.00

Estimated delivery if purchased today:
Oct. 29, 2021
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
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Dell Stereo Soundbar – AC511M	520-AAOT	-	6	-
			Quantity	Subtotal
Dell 32 4K USB-C Hub Monitor - P3222QE, 80.0cm (31.5")		\$550.93	16	\$8,814.88

Estimated delivery if purchased today:

Nov. 15, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell 32 4K USB-C Hub Monitor - P3222QE, 80.0cm (31.5")	210-BBCQ	-	16	-
Advanced Exchange Service 3 Years	844-1960	-	16	-
Dell Limited Hardware Warranty	844-1966	-	16	-
			Quantity	Subtotal
		\$222.13	4	\$888.52

Dell 24 Monitor - P2419H

Estimated delivery if purchased today:

Dec. 29, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 4 Years	814-5382	-	4	-
			Quantity	Subtotal
		\$1,095.17	4	\$4,380.68

Precision 3240 Compact

Estimated delivery if purchased today:

Feb. 02, 2022

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7-10700 (8 Core, 16M cache, base 2.9GHz, up to 4.8GHz)	338-BVOL	-	4	-
DDR4-2933				
Windows 10 Pro English, French, Spanish	619-AHKN	-	4	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	4	-
Precision 3240 Compact Chassis	321-BFVY	-	4	-
16GB 2X8GB DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) SoDIMM Non-ECC Memory	370-AFQF	-	4	-
80W CPU Heatsink	412-AATU	-	4	-
NVIDIA Quadro P620, 2GB, 4 mDP to DP adapter	490-BGCR	-	4	-
C2 M.2 PCIe Boot SSD	780-BCPU	-	4	-
No RAID	780-BBCJ	-	4	-
512GB PCIe Class 40 M.2 SSD	400-BJQO	-	4	-
No Hard Drive	400-AKZR	-	4	-
No Hard Drive	400-AKZR	-	4	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	4	-
Thank you for Choosing Dell	555-BBNG	-	4	-
Not selected in this configuration	817-BBBC	-	4	-
Optional HDMI 2.0b Video Port	382-BBFI	-	4	-
vPro - Manageability	631-ACRL	-	4	-
Dell Premier Multi-Device Wireless Keyboard and Mouse - KM7321W	580-AJJL	-	4	-

Black Dell MS116 Wired Mouse	275-BBBW	-	4	-
ENERGY STAR Qualified	387-BBLW	-	4	-
Not selected in this configuration	817-BBBC	-	4	-
Dell Precision TPM	340-ACBY	-	4	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	4	-
US Power Cord	450-AHED	-	4	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
Quick Setup Guide - Precision 3240	340-CRZJ	-	4	-
US Order	332-1286	-	4	-
Print on Demand Label	389-BDQH	-	4	-
Shipping and Handling Single-Pack	340-CRZI	-	4	-
Precision 3240, 240W Reg Label DAO	389-DWQC	-	4	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	4	-
No Internal Speaker	520-AARK	-	4	-
No Stand Option	575-BBBI	-	4	-
No Accessories	461-AABV	-	4	-
No PCIe add-in card	492-BBFF	-	4	-
OS-Windows Media Not Included	620-AALW	-	4	-
Not selected in this configuration	817-BBBC	-	4	-
SupportAssist	525-BBCL	-	4	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	4	-
Dell Optimizer for Precision	640-BBSC	-	4	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	4	-
Waves Maxx Audio	658-BBRB	-	4	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	4	-
No AutoPilot	340-CKSZ	-	4	-
240W A/C Adapter	450-AKEM	-	4	-
No Anti-Virus Software	650-AAAM	-	4	-
No Cable Cover	325-BCZQ	-	4	-
Fixed Hardware Configuration	998-EINW	-	4	-
Precision 3240 Compact BTX BASE	210-AWXS	-	4	-
Integrated Intel SATA Controller	403-BBCE	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	4	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	4	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	4	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	4	-

Subtotal:	\$28,869.82
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$28,869.82

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

AGENDA ITEM REPORT

**To:****Subject:** Used Police Cars from Jupiter Police Department**Meeting:** PUBLIC NOTICE - WORKSHOP MEETING - October 27, 2021**Department:** Police Department**Staff Contact:** David Howard, Interim Chief of Police**BACKGROUND INFORMATION:**

The Police Department was not able to purchase police vehicles in a timely manner due to numerous issues. Current supply constraints will not allow us to obtain cars for our anticipated opening. Jupiter has stepped up to assist us with three marked patrol cars that will only require re-stripping and should be viable for our department for at least two years if used sparingly.

FINANCIAL IMPACT:

\$1750 to Town of Jupiter per vehicle and \$1668. for all stripping. \$6918. Total cost.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.

ALTERNATIVES:

The alternative to purchasing cars from the Town of Jupiter would be to buy three new cars at a cost of \$45K per vehicle plus lighting and stripping.

ATTACHMENTS:

[PEMBROKE PARK PD-FL PROPOSAL \(DODGE CHARGER KITS with REMOVAL\)](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 20 2021
Melissa Anderson, Town Attorney	Approved - Oct 20 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



**GRAPHIC DESIGNS
INTERNATIONAL**
Providing Quality Public Safety
Decals Since 1994.

PROPOSAL

CHIEF DAVID HOWARD

3150 SW 52nd Ave.
Pembroke Park, FL 33023
dhoward@tppfl.gov

PEMBROKE PARK POLICE DEPARTMENT
--

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>TOTAL</u>
3	COMPLETE GRAPHICS KIT FOR A 2014 DODGE CHARGER INCLUDING INSTALLATION	\$381.00 each	\$1,143.00
3	REMOVAL OF OLD GRAPHICS	\$175.00 each	\$525.00
	TOTAL		\$1,668.00

PLEASE LET ME KNOW IF AND WHEN TO PROCEED. THANK YOU.

Jenice Sellers
AUTHORIZED SIGNATURE
Jenice Sellers

October 20, 2021
TODAY'S DATE

Thank you for your inquiry. We appreciate your consideration.

**PLEASE FAX PURCHASE ORDER TO JENICE SELLERS @ 772-286-8198
OR EMAIL TO JENICE@GDIGRAPHICS.COM**

7941 SW Jack James Dr. Stuart, FL 34997
T: 772-286-0600 | 1-800-344-6853 F: 772-286-8198 WWW.GDIGRAPHICS.COM

AGENDA ITEM REPORT

**To:**

Subject: Purchase of printers for police vehicles

Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

These purchases are from a cooperative and therefore satisfy the procurement code (National IPA Technology Solutions (2018011-01) from CDW-G)

FINANCIAL IMPACT:

one time purchase of \$ 10,953.45 for Eleven Printers

RECOMMENDATION:

Approve purchase.

ATTACHMENTS:

[MKSJ806](#)

Harry Taubenfeld, Finance &
Budget Director

Melissa Anderson, Town Attorney

JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Oct 20 2021

Pending

None

None

QUOTE CONFIRMATION



DEAR MARK PAKULA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MKSJ806	10/13/2021	POCKETJET	8245953	\$10,953.45

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother PocketJet PJ-763 - printer - monochrome - direct thermal Mfg. Part#: PJ763 UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	11	3877336	\$395.41	\$4,349.51
Havis - mounting kit Mfg. Part#: C-PM-1001 Contract: National IPA Technology Solutions (2018011-01)	11	6671704	\$106.54	\$1,171.94
Brother Premium - thermal paper - 600 sheet(s) Mfg. Part#: LB3788 UNSPSC: 14111507 Contract: National IPA Technology Solutions (2018011-01)	100	2001358	\$54.32	\$5,432.00

PURCHASER BILLING INFO		SUBTOTAL	\$10,953.45
Billing Address: TOWN OF PEMBROKE PARK ACCTS PAYABLE 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Payment Terms: VISA		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$10,953.45
DELIVER TO		Please remit payments to:	
Shipping Address: TOWN OF PEMBROKE PARK MARK PAKULA 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alex Powell

(866) 253-1086

alex.powell@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,953.45	\$307.68/Month	\$10,953.45	\$351.50/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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AGENDA ITEM REPORT



To: Town Commission
Subject: Police Department Engineering Design Proposal from Calvin & Giordano
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town Commission has approved the creation of a Police Department. The Department must have a location to house its offices to conduct business and its police duties. One suggestion is to do renovation to the north wing of Town Hall (former Building Department) and transform that space into a Police department. This item meets the procurement code requirements because Calvin Giordano is under a continuing services agreement with the town.

FINANCIAL IMPACT:

Not-to-Exceed \$126,237.50. (all but construction costs)

RECOMMENDATION:

Recommendation to approve the engineering design proposal to begin the construction procurement process

ATTACHMENTS:

[21-5612.1 TOPP Police Built-out 2021-10-19](#)

[21-5612.1 TOPP Police Build-out - Staff-Hours Budget 2021-10-22](#)

	Status:
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum of Understanding For Engineering Services for the Police Department Build-out Town of Pembroke Park

Project: Police Department Build-out
Project Number: 21-5612.1

Date: October 22, 2021

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

In response to the Town of Pembroke Park's (TOWN) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the scope of professional services and associated fees for Police Department Build-out architectural and engineering services at the Town of Pembroke Park. The scope of work proposed under this MOU shall generally include the interior build-out of the Police Department on the north half of the ground floor of the Town Hall including evaluation, detailed design, construction documents, inspection and project close out as indicated in the 2020 Florida Building Code (7th Edition) and permitting agencies.

PROJECT SCOPE

The general scope of work to be completed by CGA for the proposed police department build-out includes the preparation of a technical memorandum to summarize the ground floor electrical system, air conditioning systems evaluation, evaluation of the existing generator and associated electrical components, as well as detailed design, construction documents, inspection, and project close out for the Police Department interior build-out.

The anticipated scope of work shall include the following:

1. Renovate the entire ground floor north side of the Town Hall building, included but not limited to, separation of the Police Department areas from the existing ground floor electrical and air conditioning systems.
2. Provide new electrical, plumbing, and air conditioning to the existing garage area proposed to be enclosed.
3. Evaluation and upgrade of the existing server room's power and A/C.
4. Review the existing condenser water piping conditions at ground floor level and propose replacement if required.

SCOPE OF PROFESSIONAL SERVICES

The services offered by CGA under this MOU generally consist of the preparation of a technical memorandum and the construction document preparation for the above referenced scope of services. CGA shall execute Professional Services Agreements (PSA's) with Saltz Michelson Architect (SMA) to assist with the interior design and the structural engineering to close the existing garage openings for the Police Department build-out. CGA understands that time is of the essence, and, consequently, shall make every effort to perform this work in an expeditious manner, whenever possible. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed below.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

The following tasks shall be executed under this agreement:

- **Task 1: Data Collection**
- **Task 2: Ground Floor Existing Air Conditioning Evaluation**
- **Task 3: Preparation of Technical Memorandum/Preliminary Design Documents**
- **Task 4: 60% Design Documents**
- **Task 5: 90% Design Documents**
- **Task 6: 100% Design Documents**
- **Task 7: Bidding Services**
- **Task 7: Engineering Services During Construction**

Task 1 – Data Collection

CGA shall perform the due diligence to obtain the required information to complete the evaluation and design. These services shall include:

1. Review record drawings, permits and other TOWN records. CGA will also request and review all the structural drawings and permits closeouts documents available from the TOWN Building Department.
2. Conduct a visual condition assessment of the building first floor air conditioning and the main electrical distribution systems of the Town Hall Building. These assessments shall identify first floor air conditioning deficiencies, cooling tower and associated pumps evaluation and main electrical distribution system. Two (2) site visits per trade are assumed for this task.
3. TOWN shall provide a Test and Balance (T&B) Report of the first floor air conditioning system. This report will be required for the air conditioning evaluation of the areas serve by the system.
4. This task will also include general coordination with TOWN staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

Task 2 – Ground Floor Existing Air Conditioning Evaluation

Evaluate the existing ground floor air conditioning (A/C) system capacity due to the separation of the Police Department Build-out from the existing ground floor A/C system. The evaluation of the existing ground floor A/C system must be completed prior to the preparation of the TM report. An evaluation report will be provided with the finding from the load calculations, including recommendation and/or alterations to the existing ground floor A/C system. Construction documents indicating changes to the ground floor A/C system and other associated changes can be provided as Additional Services to be approved by the TOWN.

Task 3 – Preparation of Technical Memorandum/Preliminary Design Documents

1. Prepare a technical memorandum (TM) to include:
 - a. A compilation of the findings and preliminary recommendations of the proposed Police Department area, including but not limited to, electrical, plumbing and air conditioning, as required.
 - b. Air conditioning load calculations of the areas served from first floor air conditioning system, and recommendations for changes and controls of the system. To provide this part of the TM, Task 8 shall be completed prior the preparation of the TM.
 - c. Evaluation of the existing generator capabilities.

PAGE 2 OF 5

- d. A preliminary cost estimate for the proposed preliminary recommendations.
2. Prepare a preliminary plan layout of the Police Department Build-out for TOWN review.
3. Provide one meeting for the review of the preliminary layout and TM with TOWN.
4. Revise preliminary plan per TOWN review and comments. Resubmit revised plan for final approval. Preliminary plan shall be approved by TOWN prior to start 60% design documents.
5. One revised preliminary plan submission is assumed. Any additional revisions to preliminary plan considered a major revision will require an Additional Service Agreement (ASA).

Task 4 – Preparation and Development of Plans and Specifications – 60% Design Documents

CGA will prepare preliminary plans and draft technical specifications for the Police Department Build-out as part of the Project. The services under this task will include:

1. Preparation of architectural, mechanical (air conditioning), structural, electrical, and plumbing drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and TOWN standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Coordination with TOWN security system vendor for location of devices and requirements, security system construction documents shall be provided by others.
3. Preparation of draft technical specifications using CGA and TOWN standard requirements as applicable. The TOWN shall provide its latest front-end documents to CGA for review of consistency with the technical specifications.
4. Prepare an Architect/Engineers Opinion of Probable Construction Costs at the 60% Design submittal milestone.
5. Attendance at a meeting with the TOWN to review and discuss the documents.
6. Upon approval of this task's documents from the TOWN's, CGA will start the 90% Design task as outlined below. It is assumed that the City will provide review comments within five (5) working days of receiving the 60% submittal.
7. All work shall be in accordance with all currently applicable local, state, and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 5 – Preparation and Development of Final Design – 90% Design Documents and Permitting

CGA will prepare 90% plans and technical specifications for the Police Department interior build-out as part of the Project. The services under this task will include:

1. Incorporation of the TOWN's 60% Design Review comments into the documents and development of the architectural, mechanical, structural, electrical, and plumbing drawings to 90% design documents for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Final coordination with TOWN security system vendor for location of devices and requirements, security system construction documents shall be provided by others.
3. Incorporation of the CITY's 60% Design Review comments into the technical specifications.
4. Updating of the Architect/Engineers Opinion of Probable Construction Costs.
5. Attendance at a meeting with the CITY to review and discuss the documents.
6. Submit 90% design documents and technical specification for a dry-run to the building department.



7. All work shall be in accordance with all currently applicable local, state and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 6 – Preparation and Development of Final Design – 100% Design Documents

CGA will prepare 100% plans and technical specifications for the Police Department Built-out as part of the Project. The services under this task will include:

1. Incorporation of the building department 90% Design Review comments into the documents and development of the architectural, mechanical, structural, electrical, and plumbing drawings to Bid Documents for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the building department 90% Design Review comments into the technical specifications and develop the specifications to Bid Documents for the Project.
3. Updating of the Architect/Engineers Opinion of Probable Construction Costs.
4. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, OSHA, NEC, IC and NFPA.

Task 7 – Bidding Services

CGA will provide bidding services to the TOWN for the Police Department Build-out. The services under this task will include:

1. Conduct and attend pre-bid conference for each contract, meeting minutes shall be provided by the TOWN. Responses to pre-bid conference questions will be in the form of addenda issued to TOWN for review and approval.
2. Prepare addenda for each contract addressing additions, deletions, modifications, or interpretations to the contract documents. Issuance of one addendum for the contract is assumed.
3. Provide bid evaluation and recommendations.

Task 8 – Engineering Services During Construction

It is assumed that the engineering services during construction will include the required improvements for the Police Department interior build-out. It is assumed a six-month construction time and one month to address the punchlist items. Per the Town's request, attendance at bi-weekly progress meetings is include. Engineering services during construction related to improvements not included in the Police Department interior build-out will be considered Additional Services to be approved by the TOWN. The services under this task will include:

1. Review shop drawings and respond to request for information (RFI) for conformance with the design criteria.
2. Review Contractor's red-line as-builts documents. CGA can provide revisions to the final documents as additional services per TOWN request.
3. Attend bi-weekly OAC meetings and review of once-a-month Certificate of Payment Inspections.
4. Conduct construction progress field visits and provide reports. A total of twelve (12) site visits are assumed for this task. These visits will be coordinated with the OAC meeting schedule.
5. Conduct one (1) substantial completion field observations site visit and submit punchlist for each construction contract.

6. Conduct one (1) final completion field observations site visit for the construction contract to confirm that the Contractor's completed work is in general accordance with the Contract Documents and that all previously issued punchlist items have been addressed by the Contractor.
7. Participate in start-up/commissioning period, a total of two (2) site visits are assumed for this task.

Assumptions:

- All permitting fees shall be paid by the TOWN.
- These services are based on assumed improvements based on current conditions. If additional improvements are needed and not included in the scope of work, an additional services proposal will be required.
- The existing parking lot and parking spaces are to remain. Civil site engineering is not included but can be provided under an additional services agreement (ASA).
- Surveying services are not included. If topographic survey or elevations are required, an ASA shall be required.
- External ADA improvements are not included.
- It is assumed site plan processing or modification is not required and therefore is not included.
- CGA will provide project management as part of the scope of work.
- CGA will provide Design Team coordination to assure the project progresses on schedule. This includes internal progress meetings; coordination with sub-consultants and CGA staff; coordination with the TOWN; budget control and invoice processing; responding to TOWN comments; provide supporting documentation for design and permitting; and quality control review of design; overall coordination to keep the Owner aware of the project's progress, budget, schedule and critical design decisions.
- Proposed plans for the inside of the building are limited to the north half of the first floor. No other interior improvement analysis or plans are included.
- It is assumed that the existing generator will remain, and the electrical system modified to accept the new police build-out. The scope does not include replacement of the generator.
- The existing windows inside the build-out area are to remain. They will be replaced as part of a future hurricane hardening project.
- Access to the site will be provided by the TOWN.

Information to be provided by the Client:

- TOWN will provide front end documents for incorporation into the CD's.

Services not included on this MOU:

- Geotechnical Investigation
- Utility Coordination or Subsurface Utility Exploration
- Civil/Survey Site Engineering

FEES

The table below gives the hourly breakdown for the subject professional basic services; not-to-exceed total of **\$126,237.50**. It is assumed that all items outlined on the specific scope of work will be executed.

Staff-Hours by Classification & Hourly Rate for Services									
Task	Engineering Department						Sub-Consultants		Task Subtotal
	Civil Engineering Services			Electrical Engineering Services					
	Director ENG (V)	Clerical	Task Subtotal	Project Manager (IV)	CADD Tech.	Task Subtotal	SMA	Task Subtotal	
	\$175.00	\$75.00		\$150.00	\$95.00		LS		
Task 1									
1A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
1C - Obtain existing conditions			\$0.00	8		\$1,200.00		\$0.00	\$1,200.00
1E - SMA			\$0.00			\$0.00	\$4,200.00	\$4,200.00	\$4,200.00
Task 2									
Ground floor A/C Evaluation			\$0.00	2		\$300.00	\$3,150.00	\$3,150.00	\$3,450.00
Task 3									
3A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
3A - TM & Prelim	1	8	\$775.00	24	24	\$5,880.00		\$0.00	\$6,655.00
3B - Prelim Cost Estimate			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
3B -Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
3F - SMA			\$0.00			\$0.00	\$7,350.00	\$7,350.00	\$7,350.00
Task 4									
4A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
4B - 60% Design Documents	1		\$175.00	24	24	\$5,880.00		\$0.00	\$6,055.00
4C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
4F - SMA			\$0.00			\$0.00	\$15,277.50	\$15,277.50	\$15,277.50
Task 5									
5A - Project Management	2		\$350.00	8		\$1,200.00		\$0.00	\$1,550.00
5B - 90% Design Documents	1		\$175.00	40	32	\$9,040.00		\$0.00	\$9,215.00
5C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
5F - SMA			\$0.00			\$0.00	\$25,956.00	\$25,956.00	\$25,956.00
Task 6									
6A - Project Management	2		\$350.00	4		\$600.00		\$0.00	\$950.00
6B - 100% Design Documents	1		\$175.00	8	12	\$2,340.00		\$0.00	\$2,515.00
6C - Meeting	1		\$175.00	2		\$300.00		\$0.00	\$475.00
6F - SMA			\$0.00			\$0.00	\$3,234.00	\$3,234.00	\$3,234.00
Task 7									
7A - Project Management			\$0.00	4		\$600.00		\$0.00	\$600.00
7B - Pre-bid conference			\$0.00	4		\$600.00		\$0.00	\$600.00
7C - Pre-bid agenda and RFI			\$0.00	8	8	\$1,960.00		\$0.00	\$1,960.00
7D - Bid Evaluation			\$0.00	8		\$1,200.00		\$0.00	\$1,200.00
7F - SMA			\$0.00			\$0.00	\$3,150.00	\$3,150.00	\$3,150.00
Task 8									
8A - Project Management			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
8B - RFI			\$0.00	16		\$2,400.00		\$0.00	\$2,400.00
8C - Shop drawings			\$0.00	12		\$1,800.00		\$0.00	\$1,800.00
8D - Field visits and reports			\$0.00	32		\$4,800.00		\$0.00	\$4,800.00
8D - SMA			\$0.00			\$0.00	\$11,970.00	\$11,970.00	\$11,970.00
Total Hours	18	8		258	100				
Total Amount			\$3,750.00			\$48,200.00		\$74,287.50	\$126,237.50

Police Department Build-out fee = \$126,237.50 (Fee does not include any cooling tower and generator electrical systems upgrades)

AGENDA ITEM REPORT



To: Town Commission
Subject: Keith & Associates Engineering Study Proposal to Replace the 6-inch Asbestos Concrete Pipe Sanitary Sewer Force Main on SW 30th Street from SW 46th Avenue to SW 33rd Avenue
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town's Sanitary sewer is aging and must be replaced to eliminate pipe breaks that have been occurring frequently along this pipeline. The pipe will be replaced in-place via the pipe bursting method along 5,750 linear feet of pipe on SW 30th Street. Pipe bursting is a method by **which the existing pipe is opened and forced outward by a bursting tool**. As the expansion head is pulled through the existing pipe, it pushes that pipe radially outward until it breaks apart, creating a space for the new pipe. This item meets the procurement code because Keith and Associates is under a continuing services contract with the Town.

FINANCIAL IMPACT:

\$29,700

POLICY IMPLICATIONS:

None. Will use the Sewer funds

RECOMMENDATION:

Recommendation to approve the engineering study

ALTERNATIVES:

Continue to have sewer force main pipe breaks and patch the pipe after each breaks.

ATTACHMENTS:

[09630.M14-SW 30th Street Forcemain Replacement-Work Authorization #14 KEITH Signed 10.21.2021](#)

	Status:
Melissa Anderson, Town Attorney	Approved - Oct 26 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



AGREEMENT FOR PROFESSIONAL SERVICES

October 20, 2021

Robert Clark
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: TownPlanner@tppl.gov

Project Name: SW 30th Street Sanitary Sewer
Force Main Replacement.
Project Location: SW 30th Street from SW 33rd
Avenue to SW 46th Avenue
Pembroke Park, FL, 33023
KEITH Project Number: 09630.M14

Dear Mr. Clark:

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the Town of Pembroke Park, as provided by Town's Agreement dated April 13, 2017, this agreement between Keith and Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for Architectural consultant services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide professional services associated with the replacement of a 6-inch Sanitary Sewer Force Main Asbestos Concrete Pipe (ACP) via Pipe Bursting along SW 30th Street.

The project site location is along SW 30th Street from SW 33rd Avenue to SW 46th Avenue, within the Town of Pembroke Park.

The professional services provided by KEITH shall include the following: Topographic Survey, Subsurface Utility Engineering (SUE), and Civil Engineering Services.

The project will consist of the replacement of approximately 5,750 LF of 6-inch Sanitary Sewer ACP force main with 6-inch HDPE sanitary sewer force main using the pipe bursting method.

APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

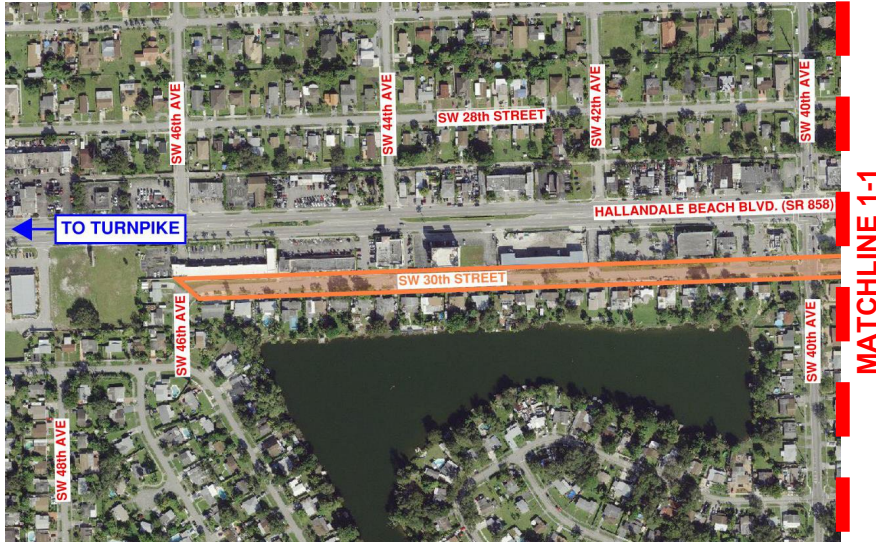
Implementation Phase – The process of activating a decision or plan

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09630.M14 – SW 30th Street Force Main Replacement
Town of Pembroke Park

Project Areas – Site Map



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Town of Pembroke Park

PROJECT SCOPE

KEITH services included for this project:

☒ **Survey**

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other _____

☒ **SUE**

- ☐ Horizontal Designation
- ☒ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other _____

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other _____

☒ **Civil Engineering Services**

- ☐ Paving, Grading and Drainage
- ☒ Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Engineering Permitting

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other _____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other _____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other _____

☒ **Construction/Program Management Services**

- ☐ Permitting
- ☒ Bidding Assistance
- ☐ Building Permit Coordination
- ☒ Construction Observation
- ☒ Construction Certification
- ☐ Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



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09630.M14 – SW 30th Street Force Main Replacement
Town of Pembroke Park

DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY SERVICES

Task 101 Topographic Survey

KEITH shall prepare a Topographic Survey of the site. Survey shall show the approximate boundary lines per the Broward County GIS together with 2D surface improvements such as roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures are excluded. No elevations are included.

SW 30 St & SW 46 Ave



SW 30 St & SW 40 Ave



SW 30 St & SW 34 Ave



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SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with setting up and locating up to Ten (10) Test Holes as requested by the designer. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Location Services

KEITH will perform up to (10) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing depth of cover, type, size, and material if applicable.

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITHS standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

PLANNING SERVICES

Planning Services are not included in this scope of work.

Planning Services (including Site Plan Preparation / Processing / Rezoning / Traffic Studies / Right-of-Ways and/or Easement Vacations / Plat Determination and/or Plat Note Amendment and other Entitlements) are not included in this scope of work. It is anticipated these services will be performed by the CLIENT and/or other consultants.

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD) / Site Plan/DRC

Preliminary Civil Engineering Design Plans

The Preliminary Plans are for regulatory agency Development Review Committee (DRC), Site Plan review and approval.

KEITH shall research existing available records for the project and prepare preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project. The preliminary civil engineering plans shall be prepared in accordance with the CLIENT and regulatory agency requirements and will include Sewer System adjustments and services.

The preliminary engineering plan shall include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). This preliminary utility information will be relied



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Town of Pembroke Park

upon by KEITH in the preliminary design phase. Final design will require additional survey and Subsurface Utility investigation to verify the preliminary information supplied to or obtained by KEITH. KEITH will utilize a topographic survey and site plan supplied by the CLIENT, either as identified elsewhere in this agreement or from the CLIENT's other Consultant / Surveyor, as a base for the preliminary civil plans.

One preliminary engineering plan will be prepared.

KEITH shall attend one (1) coordination meeting with the CLIENT and other team members in the preparation of plans to avoid conflicts between disciplines.

Deliverables

1. Preliminary Design Plans.
2. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

Task 402 Construction Documents (CD) – Final Engineering

Sanitary Sewer Plans

KEITH shall prepare sanitary sewer system plans for the replacement via pipe bursting of the existing force main.

It is anticipated that all existing utility infrastructure is adequate to provide the required sanitary sewer services to the existing developments. These engineering services do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer services to the surrounding properties. Services associated with designing; and permitting any existing and/or proposed new services will be addressed as additional services.

KEITH will include all available existing utility information on the plans. KEITH will not identify the means and methods on how the contractor is to reconnect all existing sanitary sewer services to the new force main and/or maintain temporary service.

Erosion Control Plans

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Deliverables

1. Construction Documents (60% and Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)
3. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.



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Engineering Permitting is not anticipated since the size of the new pipe is not changing. The CONSULTANT will obtain a permit exception letter from Broward County Environmental Protection and Growth Management Department. If Engineering Permitting required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

TRANSPORTATION ENGINEERING SERVICES

Transportation Engineering Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

TRAFFIC ENGINEERING SERVICES

Traffic Engineering Services such as Traffic Data Collection, Traffic Impact Statement, Traffic Impact Study(ies) and/or Parking Study(ies) are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

LANDSCAPE ARCHITECTURE SERVICES

Landscape Architecture Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

CONSTRUCTION / PROJECT MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification

KEITH shall provide construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described as follows and are anticipated to take three (3) months:

Shop Drawing Reviews

KEITH shall review shop drawings, samples, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation

KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. If required by the CLIENT, KEITH shall attend or participate in CLIENT scheduled coordination and progress meetings or telephone conferences. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached). Re-tests and failed inspections will be invoiced based on this same Fee schedule.

As-builts Review

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built plans set a maximum of two (2) times; any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.



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Final Inspections

KEITH shall participate, with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CLIENT, participate in a final inspection together with CLIENT and contractor representatives to assure that all "Punch List" items are complete, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be two (2) inspections, additional inspection(s) will be invoiced based on the attached Fee schedule.

Issue Clarifications

KEITH shall issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference calls

KEITH shall attend and or participate in project meetings and conference calls as requested by the CLIENT and CITY. KEITH shall review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

Final Certification

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

Note: It is the Contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of one (1) month beyond the construction completion date for certifications.

We anticipate the following items requiring as-built certification:

- Sanitary Sewer System

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

*NOTE: The Construction Observation for Engineering Certification fee is estimated, and this work will be done/billed on a time and material basis in accordance with our current Professional Service Fee Schedule. If billing reaches 75% an additional contract addendum will be submitted to the CLIENT. **



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09630.M14 – SW 30th Street Force Main Replacement
Town of Pembroke Park

SCHEDULE

SURVEY SERVICES

Task 101 Topographic Survey	8 weeks
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SUE SERVICES

Task 201 Location Services	1 week
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CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering Plans	1 Month
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Task 402 Construction Documents (CD) – Final Engineering	2 Months
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CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation	3 Months
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Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.



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Town of Pembroke Park

COMPENSATION

SURVEY SERVICES

Task 101 Topographic Survey \$4,500 (Lump Sum)

SUE SERVICES

Task 201 Location Services (up to Ten Test Holes) \$5,000 (NTE)

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering Plans \$5,000 (Lump Sum)

Task 402 Construction Documents (CD) – Final Engineering \$10,000 (Lump Sum)

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation \$5,200 (Hourly/NTE)*

Total Fee

\$29,700 + reimbursables

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT

KEITH

DocuSigned by:

Alex Lazowick

080BFD99633146B...

Alex Lazowick

President

DATED: 10/21/2021

As to CLIENT

Town of Pembroke Park

Signature: _____

Print Name: _____

Title: _____

DATED: _____





301 East Atlantic Boulevard, Pompano Beach, Florida 33060-6643

Tel: 954-788-3400 Fax: 954-788-3500

EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
01 Administrative Assistant	\$50.00
11 Technician	\$80.00
15 Senior Technician	\$90.00
30 Associate Planner	\$90.00
32 Senior Planner (AICP)	\$125.00
33 Landscape Designer	\$80.00
34 Senior Landscape Designer	\$100.00
35 Landscape Architect (RLA)	\$125.00
36 ISA Certified Arborist.....	\$125.00
50 Project Engineer	\$100.00
51 Senior Project Engineer	\$115.00
52 Professional Engineer (PE).....	\$125.00
53 Field Representative.....	\$75.00
54 Sr Field Representative.....	\$90.00
60 Project Manager.....	\$125.00
61 Senior Project Manager	\$160.00
70 Principal.....	\$190.00
72 Expert Witness Testimony.....	\$250.00
75 Model Specialist.....	\$100.00
76 BIM/CIM Modeler	\$150.00
77 GIS Specialist	\$100.00
78 Project Surveyor	\$95.00
79 Senior Project Surveyor.	\$110.00
80 Professional Surveyor & Mapper (PSM).....	\$120.00
81 Survey Party (2) Person.....	\$110.00
82 Survey Party (3) Person.....	\$130.00
83 Survey Laser Scanning	\$250.00
90 Utility Crew Supervisor.....	\$80.00
91 Utility Technician.....	\$70.00
92 Utility Project Manager	\$100.00
93 Utility Project Engineer.....	\$130.00
95 Utility Coordinator.....	\$120.00
96 Utility Designating/GPR	\$200.00
97 Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface).....	\$440.00/Each

Effective 11/15/2016

EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 st Class	Current US Postal rate
Mileage:	\$ 0.54 / mile

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 11/15/16

AGENDA ITEM REPORT



To: Commission
Subject: Department of Elections Agreement
Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Clerk
Staff Contact: Marlen Martell, Town Clerk

BACKGROUND INFORMATION:

2022 Municipal Elections Agreement and the estimated cost. This agreement is provided by Broward County Elections Department to all municipalities hosting elections.

RECOMMENDATION:

Approve the agreement.

ATTACHMENTS:

[2022 Municipal Election Agreement](#)
[2022 Pembroke Park - Revised Estimate](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

AGREEMENT FOR MUNICIPAL ELECTIONS

This Agreement for Municipal Elections is made and entered into by and between Joe Scott, the Supervisor of Elections of Broward County ("Supervisor"), and the City/Town/Village of _____, a municipality in the State of Florida ("Municipality") (the Supervisor and the Municipality are referred to collectively as the "Parties").

RECITALS

A. Joe Scott is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII, Section 1(d) of the Florida Constitution, and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code.

B. The Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code, contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time.

C. Among the duties and functions of the Supervisor is the engagement, training, and assigning of poll workers, including Voting Systems Technicians (VST), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, and the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided in the State of Florida Election Code.

D. Chapter 75-350, Laws of Florida (Special Acts 1975) ("Local Election Law"), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification for office, the conducting of elections, the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

E. Whether a municipal election is held during a stand-alone election (i.e., when only municipal races are on the ballot and there is only vote-by-mail voting and election day voting) or as part of a state or federal election (i.e., a municipal election held at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election), , the individual municipality is ultimately responsible for all costs associated with conducting the municipality's election, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes, and for the procurement and payment of poll workers.

F. The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the Municipality in selecting and training poll workers and conducting the Municipality's municipal election(s). The Municipality desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the Municipality's municipal election(s) pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1

Recitals

1.1 The above Recitals are true and correct and are incorporated as if fully set forth herein.

ARTICLE 2

Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by Municipality on the ___ day of _____, 202____, in accordance with the State of Florida Election Code and the Local Election Law, each as amended from time to time. The Parties may identify additional municipal election(s) that shall be deemed included within the scope of this Section 2.1 upon written approval of both the Supervisor and the authorized representative of the Municipality.

2.2. At the request of the Municipality, the Supervisor shall select, assign, and train an appropriate number of poll workers for the aforesaid election(s).

2.3. For stand-alone municipal elections, provided the Municipality complies with its obligations under Section 3.2, the Supervisor will utilize the polling places selected by the Municipality and identify the applicable location for the electors in the Supervisor's records as well as in any notices the Supervisor is otherwise legally required to provide to electors for the applicable municipal elections. For municipal elections held during a state or federal election, the Supervisor will utilize polling places (including early voting locations) selected by the Supervisor.

2.4. The Supervisor's decisions regarding the number of poll workers and their assignments to precincts and polling places shall be determined by the Supervisor in his sole and absolute discretion.

2.5. The Supervisor or his staff, on behalf of the Municipality, shall properly and timely pay poll workers as required by law, with such payment issued directly by the Supervisor to the poll workers. All amounts paid to poll workers and any and all additional expenses associated with the Supervisor's payroll function will be included in the invoice that will be sent by the Supervisor to the Municipality after the election.

2.6. The Supervisor shall, on behalf of the Municipality, assign and place poll deputies for each of the precincts or polling places for the applicable election. Poll deputies should be considered poll workers for purposes of payment only. The Supervisor will also be responsible for directly paying each of these deputies. Any and all fees associated with this function will be included in the invoice that will be sent to the Municipality after the election.

2.7. The Supervisor, on behalf of the Municipality, shall set the rate of pay for poll workers and poll deputies and any other costs and expenses associated with conducting the municipal election(s) described in Section 2.1. The Supervisor will advise the Municipality of the current pay scale and provide an estimate of costs and expenses.

ARTICLE 3

Municipality's Obligations

3.1 The Municipality hereby engages the Supervisor to perform the services described in Article 2. The Municipality will reimburse the Supervisor for all costs and expenses associated with the Supervisor conducting the municipal election(s) described in Section 2.1, including all election costs as defined in Section 97.021(15), Florida Statutes, and all amounts paid or due to poll workers and poll deputies. The Municipality shall timely pay all invoices submitted by the Supervisor of Elections within thirty (30) days from the date of invoice. Payment shall be made to the Office of the Broward County Supervisor of Elections at the address stated in Section 5.1. An estimate of the costs associated with the Municipality's planned election listed in Section 2.1 is attached to this Agreement as Exhibit A and incorporated herein. For any additional municipal election identified pursuant to Section 2.1, the Supervisor shall provide the Municipality with an estimate of costs at least seven (7) business days after written approval for such additional elections is given by both the Municipality and the Supervisor. Exhibit A and all other municipal election estimates provided by the Supervisor are merely estimates and subject to adjustment by the Supervisor based on actual costs incurred conducting the Municipality's stand-alone election(s) and/or the incremental cost differential associated with conducting the Municipality's election(s) during a state or federal election.

3.2 For stand-alone municipal elections, no later than sixty (60) days prior to the date of the applicable municipal election, the Municipality shall advise the Supervisor in writing of the proposed polling places to be utilized for the election, which locations shall be subject to review and approval by the Supervisor, and provide copies of the rental agreements or other documentation for the utilization of the polling places consistent with the provisions of this section. The Municipality is responsible for: (a) ensuring the location(s) fully comply with the Supervisor's then-existing security standards for polling places; (b) entering into written use or other rental agreements for the sites utilizing a form provided by the Supervisor or otherwise approved in advance by the Supervisor; and (c) ensuring the locations comply with all applicable laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

3.3 The Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by the Supervisor in connection with the performance of the Supervisor's duties under this Agreement.

ARTICLE 4
Indemnification

4.1 To the extent permitted by law, the Municipality shall indemnify, hold harmless, and defend the Supervisor and all of the Supervisor's past, present, and future officers, employees, or agents (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the Municipality shall, upon written notice from the Supervisor, defend each Indemnified Party against each such Claim by counsel satisfactory to the Supervisor or, at the Supervisor's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 5
Notices and Public Records

5.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the Supervisor:

Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardsoe.org

With a copy to:

Broward County Attorney's Office
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: nklitsberg@broward.org

For the Municipality:

Email address: _____

5.2 Public Records. Both Parties are governmental units subject to Chapter 119, Florida Statutes. To the extent that Section 119.0701 applies to the relationship between the Parties created by this Agreement, that section is deemed incorporated into this Agreement as if fully stated herein. If either of the Parties has questions regarding the application of Chapter 119 or receives a request for public records relating to this Agreement, the party with a question or who received the records request shall provide written notice of the question or request to the other in the manner provided in Section 5.1 of this Agreement.

ARTICLE 6

Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement or the performance of either party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. In the event a court action is commenced, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be litigated exclusively in the state courts of Broward County, Florida.

ARTICLE 7

Term; Termination

7.1 The term of this Agreement shall be from the date of full execution (the "Effective Date") until thirty (30) days after the last election date identified pursuant to Section 2.1 above, unless earlier terminated pursuant to this article. The Agreement may be extended for up to four (4) additional one-year extension terms upon the written approval of both the Supervisor and the authorized representative of the Municipality prior to the termination of the then-current term, which written approval must contain the dates for the upcoming municipal elections during the extension term.

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. Provided no municipal election identified pursuant to Section 2.1 is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either party, effective on the termination date stated in the written notice provided such termination date shall be not less than thirty (30)

days after the date of such written notice. In the event this Agreement is terminated, Supervisor shall be paid for any services performed through the effective date of termination.

ARTICLE 8

Miscellaneous

8.1 Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Municipality or the Supervisor, nor shall anything included herein be construed as consent by the Municipality or the Supervisor to be sued by third parties in any matter arising out of this Agreement. The Municipality and the Supervisor are municipal corporations or constitutional officers of political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of its own employees pursuant to Section 768.28, Florida Statutes.

8.2 This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.3 Neither the Supervisor nor the Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5 The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida.

8.6 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

AGREEMENT FOR MUNICIPAL ELECTIONS

SUPERVISOR OF ELECTIONS

WITNESS:

Supervisor of Elections of Broward County,
Florida

(Signature)

By _____
Joe Scott, Supervisor of Elections

(Print Name of Witness)

____ day of _____, 20____

(Signature)

(Print Name of Witness)

NAK
2021 Municipal Election Agreement.docx
09/23/2021
#552651v2

AGREEMENT FOR MUNICIPAL ELECTIONS

ATTEST:

CITY OF _____

CITY CLERK

By: _____
Enter Title

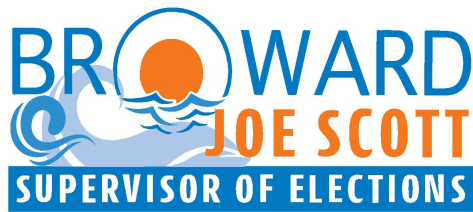
Print Name

____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

City Attorney

EXHIBIT A
Municipal Election Cost Estimate



Joe Scott, Supervisor of Elections
115 S. Andrews Ave, Rm. 102
Fort Lauderdale, FL 33301
(954) 357-7050 • www.browardsoe.org

Town of Pembroke Park,

Please see revised cost estimate for the March 2022 Municipal Election. The estimate provided previously was based on actual costs from the March 2018 Municipal Election, at \$2.27 per registered voter. Considering the changes over the years in voting patterns, we found it more practical to base our estimate on the more recent March 2021 Municipal Election costs.

The revised estimate for the March 2022 Municipal Election is based on a \$2.79 per registered voter cost. See estimate below.

Municipality	Estimated Cost
Town of Pembroke Park	\$7,700.00

Please contact me with any questions at 954-712-1951 or JScott@browardsoe.org.

TOWN OF PEMBROKE PARK
RENEWAL OF CONSULTING AGREEMENT

THIS RENEWAL OF THE CONSULTING SERVICES AGREEMENT is entered into this by and between the Town of Pembroke Park ("Town"), a Florida municipal corporation, and Tidewater Consulting, Inc., a Florida corporation ("Vendor"), whose principal address is 115 East Park Avenue, Unit 1, Tallahassee, Florida 32301.

WHEREAS, on January 15, 2020, the Town entered into an Agreement with Vendor for the provision of lobbyist services before the Florida legislature (the "Agreement") for a period of one year ending on December 31, 2020; and

WHEREAS, the Agreement provided that it would "automatically renew" for "succeeding terms of two (2) additional years"; and

WHEREAS, on November 10, 2020, the Town Commission agreed to renew the Agreement with Vendor for an additional one year term; and

WHEREAS, the Parties desire to renew the Agreement for a final term as set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Town and Vendor agree as follows:

1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on December 31, 2022.
2. Compensation. The compensation for this Renewal shall remain the same as in Paragraph 2 of the Agreement, but milestone payment dates in Paragraph 2 of the Agreement shall be changed to 2022 for this renewal.
3. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

REMAINDER OF PAGE LEFT BLANK
SIGNATURE PAGE TO FOLLOW

TOWN OF PEMBROKE PARK,
a municipal corporation

MAYOR COMMISSIONER

TOWN ATTORNEY

TOWN CLERK

ATTEST:

Date: _____

TIDEWATER CONSULTING, INC.

By: _____
RICHARD E. COATES
PRESIDENT

Date: _____



MEMORANDUM

TO: Honorable Mayor & Members of the
Town of Pembroke Park Commission

FROM: Marlen Martell, Town Clerk

DATE: November 10, 2021

TITLE: Approval of 2022 Holidays

The following is the list of holidays for 2022:

New Year's Day	Sunday, January 1, 2022
OBSERVED	Monday, January 2, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents' Day	Monday February 21, 2022
Memorial Day	Monday, May 30, 2022
Juneteeth	Sunday, June 19, 2022
OBSERVED	Monday, June 20, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day After Thanksgiving Day	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022
OBSERVED	Monday, December 26, 2022
New Year's Day	Monday, January 2, 2023

Prepared by: Marlen Martell, Town Clerk



MEMORANDUM

TO: Honorable Mayor & Members of the
Town of Pembroke Park Commission

FROM: Marlen Martell, Town Clerk

DATE: November 10, 2021

TITLE: Approval of 2022 Holidays

The following is the list of holidays for 2022:

New Year's Day	Saturday, January 1, 2022
OBSERVED	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents' Day	Monday February 21, 2022
Memorial Day	Monday, May 30, 2022
Juneteenth	Sunday, June 19, 2022
OBSERVED	Monday, June 20, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day After Thanksgiving Day	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022
OBSERVED	Monday, December 26, 2022
New Year's Day	Sunday, January 1, 2023
OBSERVED	Monday, January 2, 2023

Prepared by: Marlen Martell, Town Clerk



MEMORANDUM

TO: Honorable Mayor & Commissioners of the
Town of Pembroke Park

FROM: Marlen Martell, Town Clerk

DATE: November 10, 2021

TITLE: Approval of 2022 Regular Commission Meetings and Workshops

The following is the list of Regular Commission Meeting and Commission Workshop Meetings for 2022:

Regular Commission Meetings

Commission Workshop Meetings

Wednesday, January 13, 2022
Wednesday, February 9, 2022
Wednesday, March 9, 2022
Wednesday, April 13, 2022
Wednesday, May 11, 2022
Wednesday, June 8, 2022
Wednesday, July 13, 2022**Summer
Wednesday, August 10, 2022**
Wednesday, September 14, 2022
Wednesday, October 12, 2022
Wednesday, November 9, 2022

Wednesday, January 27, 2022
Wednesday, February 23, 2022
Wednesday, March 23, 2022
Wednesday, April 27, 2022
Wednesday, May 25, 2022
Wednesday, June 22, 2022** Summer
Wednesday, July 27, 2022**
Wednesday, August 24, 2022
Wednesday, September 28, 2022
Wednesday, October 26, 2022
Wednesday, November 23, 2022**
Recommendation November 30th
Wednesday, December 28, 2022**

Wednesday, December 14, 2022
Recommend having a workshop on Wednesday, December 14, 2022 at 5:00 PM and cancel the Wednesday, December 28, Workshop meeting.

2nd Option of December is to cancel meetings in December. Last Workshop would be on November 30th returning to Regular meetings on January 11, 2023

*TBD Date change/cancellation

Prepared by: Marlen Martell, Town Clerk

AGENDA ITEM REPORT



To:

Subject: Updating the Audio Visual System for the Commission Chambers

Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The Quote is Piggybacking off the Broward County School Board ITB FY20-016-2. This is an equipment refresh. Our old system has reached its end of life and needs to be replaced.

FINANCIAL IMPACT:

\$16,152.88.

RECOMMENDATION:

Approve Purchase

ATTACHMENTS:

[Pembroke Park Chamber Dais AV_Rev1-Innuvo Proposal](#)

[FY20-016-2 Audio Visual Equipment Installation, Products and Computer Peripherals Catalog](#)

[Revised Recommendation Tabulation](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 17 2021
Melissa Anderson, Town Attorney	Approved - Nov 17 2021
JC Jimenez, Town Manager	Approved - Nov 17 2021
Marlen Martell, Town Clerk	Approved - Nov 17 2021

PROPOSAL

Chamber Dais AV

Town of Pembroke Park

3150 Sw 52Nd Ave
Pembroke Park, FL 33023-5413 US
954-701-4345

Revision: 1
Modified: 11/1/2021



Presented By:

Innuvo

3300 Corporate Ave
Suite 116
Weston, FL 33331 US
954-581-1756
<https://www.innuvo.com/>



<https://www.innuvo.com/>

SCOPE OF WORK

COVID has caused extreme market volatility for the cost of Parts and Shipping. Because manufacturers are raising prices on a weekly basis, Innuvo cannot hold prices on any items included in our proposal. Should a price increase be issued prior to your equipment being ordered, we will inform you of the price increase and provide the new cost for your approval. COVID19 has caused supply chain issues and price increases.. If certain materials included in this quote are not available or increase in price at the time of installation, alternate products may be recommended and prices may increase and changes will affect the final price.

Pricing applied to this project is concurrent with pricing with the Broward County Public Schools AV Catalog #FY20-016-2-REBID for products and labor.

Innuvo shall furnish and install the following items:

Town of Pembroke Park Chamber Dais

- >(10) Bogen desktop microphones
- >(2) Shure wireless lapel microphones
- >(1) QSC 16-channel Digital Mixer
- >(1) Middle Atlantic 20U equipment rack (wood/black) w/door
- >(1) Kramer 4-input HDMI switcher w/audio
- >(1) Kramer 4-output HDMI distribution amplifier
- >(2) VDO 360 PTZ ceiling cameras USB
- >(1) Benq wireless presentation device
- >(1) Chief (set) ceiling hardware for 75" display
- >(1) Bulk microphone and equipment cabling
- >(1) (4) Hours of training

Innuvo shall re-use the existing amplifier, speakers, computer, (2) displays, WAP, network switch, youtube encoder in the Chamber Dais. (10) New dais desktop microphones shall be installed for each seat position. This includes mics 8 - 10 coming through the floor box in the middle of the carpet for table top use. Several wireless lapel microphones will be available for guests or presenters. A new QSC digital signal processor will replace the existing Biamp mixer to add more microphone channels and USB audio for Zoom/Team calls. An HDMI switcher shall be installed to handle the desktop computer, laptop, cable tv box and the wireless presenter when switching or displaying different video sources. A distribution amplifier will split the HDMI program signal to each display and to the Youtube encoder for broadcasting. (2) New ceiling PTZ cameras shall connect directly to the PC via USB for Zoom camera connectivity. A new equipment rack will be free standing at the end of the Dais and house all of the AV equipment. The West wall display will be taken off the wall and re-installed with ceiling mounted hardware to accommodate the new construction at the Dais. Since there is no control system, the HDMI switcher shall be auto switching and default to the Desktop computer when no other sources are present. All of the Zoom/Teams conferencing shall be handled directly by the Desktop PC. Volume control will have to be adjusted from the front panel of the amplifier. Any camera presets will be programmed

* Price Includes Accessories

Chamber Dais AV

Project No : 21-0535

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11/1/2021

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into the camera remote controls.

Notes:

- 1) Customer to provide all conduit, cable trays, floor boxes and cable pathways as needed
- 2) Customer to provide all network services and switches
- 3) Innuvo is not responsible for the working condition of any existing equipment
- 4) Electrician to provide 110VAC outlet in vicinity of equipment. This work is not included in our proposal.
- 5) Innuvo shall make its best efforts to 'hide' all wires but may need to install conduit and/or raceways to protect wire/cable.
- 6) Proposal does not include applicable sales/use tax, permit fees or shipping/handling.
- 7) Work to be performed during normal business hours M-F 9am-5pm

* Price Includes Accessories

Chamber Dais AV

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Main Building

	1	BENQ WDC10 Wireless video/audio extender	\$906.65
	10	Boqen DDU250 Desktop Microphone, unidirectional, push-talk/lock	\$1,488.00
	1	C2G 42527 15m Select Standard Speed HDMI with Ethernet M/M Cable - In-Wall CL2-Rated (49.2ft)	\$75.70
	1	Chief CMA330 8" Offset fixed ceiling plate	\$63.00
	1	Chief CMS0305 3' - 5' Adjustable extension column, black	\$173.96
	1	Chief LCM1U Single Ceiling Mount, Large - Black	\$390.40
	550	Honeywell Cable 12041101 22/4 Stranded Shielded 1000ft Box - White	\$89.82
	1	Innuvo Labor Installation and Labor	\$4,640.00
	1	Innuvo Programming - Complete Project Programming Labor	\$1,200.00
	1	Innuvo Project Management - Existing Construction Project Management - Existing Construction	\$310.63
	1	Innuvo Shop Supplies - Variable Innuvo - Shop Supplies	\$310.63
	1	Kramer Electronics VM-4H2 4K HDMI Distribution Amplifier with HDCP2.2 and HDMI2.0 Support	\$400.92
	1	Kramer Electronics VS-411UHD 4 X 1 Automatic 4K60 4:2:0 HDMI Auto Switcher	\$572.73
	1	Middle Atlantic OBRK20 20" space 19" Equipment Rack, 18" Deep	\$259.33
	1	Middle Atlantic PD-915R Rackmount Power, 9 Outlet, 15A, Basic Surge	\$110.67

* Price Includes Accessories

Chamber Dais AV

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	1	Middle Atlantic RK-GD20 20SP GLS DR FOR BRK/OBRK	\$198.65
	1	Middle Atlantic U2V 2SP vented utility shelf	\$54.00
	1	QSC CORE110f-NA Processor,Q-SYS CORE110f-NA,100-240V,	\$2,933.33
	2	SHURE Incorporated BLX14R/85 Shure Lavalier Microphone System	\$850.66
	2	Tripp-Lite U026-015M USB 2.0 Active Extension Repeater Cable (USB-A M/F), 15 m (49 ft.)	\$93.30
	1	Vanco International EVOSKLZ1 HDMI audio embedder	\$252.50
	2	VDO360 VPTZH-05 TeamCam 90 FOV USB PTZ Camera with 3x Digital Zoom	\$778.00

Equipment:	\$10,002.25
Labor:	\$6,150.63
Main Building Total	\$16,152.88
Equipment Subtotal:	\$10,002.25
Labor Subtotal:	\$6,150.63
Project Subtotal:	\$16,152.88

* Price Includes Accessories

Chamber Dais AV

Project No : 21-0535

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11/1/2021

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PROJECT SUMMARY

Equipment:	\$10,002.25
Labor:	\$6,150.63

Grand Total:	\$16,152.88
---------------------	--------------------

Client: Mark Pakula

Date

Contractor: Innuvo

Date

Chamber Dais AV

Project No : 21-0535

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11/1/2021

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

3/11/2020

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:

FY20-016-2

RE-RELEASE DATE:

2/26/2020

PURCHASING AGENT:

Harmoni Clealand
 754-321-0539

BID TITLE:

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS AND COMPUTER PERIPHERALS CATALOG

SECTION 1 – BIDDER ACKNOWLEDGEMENT

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:
 INNUVO, INC.

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☒ Check this box if address is the same as stated on the left.

Address: 3300 CORPORATE AVENUE, # 116

P.O. Box:

City: WESTON

City:

State: FLORIDA

Zip Code: 33331

State:

Zip Code:

Telephone Number: 954-581-1756

Sales Contact: AILEEN LIVERMAN

Sales E-Mail Address: ALIVERMAN@INNUVO.COM

E-mail Address to Send Purchase Orders: ALIVERMAN@INNUVO.COM

Federal Tax Identification Number: 65-0570929

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Michael Spring
 Signature of Authorized Representative (Manual)

MICHAEL SPRING

Name of Authorized Representative (Typed or Printed)

PRESIDENT/OWNER

Title of Authorized Representative

MSPRING@INNUVO.COM

E-Mail Address of Authorized Representative

SECTION 2 – SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the items indicated by the ☒ below are included with your bid.

☒ Bidder Acknowledgement *See General Condition 1	☒ Conflict of Interest Form *See General Condition 11	☒ Certificate of Debarment *See General Condition 45	☒ Bidder Preference Form *See General Condition 1 (d)
☒ Manufacturers Authorization *See Special Condition 5.23	☒ One Printed, Hard Copy of Bid	☒ Electronic Copy of Bid on Flash Drive	☒ S/M/WBE Participation Forms *See Section 6

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3 – CALENDAR

Wednesday, January 22, 2020	Re-Release of ITB FY20-016
Wednesday, March 4, 2020	Bidder's written questions due on or before 5 p.m. ET via email to harmoni.clealand@browardschools.com Note: SBBC answers to questions will be posted (on DemandStar)
Wednesday, March 11, 2020 *	Bids bids due on or before 2 p.m. ET in the Procurement Department at: Technical Support and Services Building (TSSC) 7720 West Oakland Park Blvd. Suite 323 Sunrise, Florida 33351-6704
Monday, March 16, 2020	Posting of Recommendation

NOTE: If you plan to attend the public meeting, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

**These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158

SECTION 4 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services on or before 2:00 p.m. ET on date due for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDING PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Legal Opinion of Bidding Preference" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s). If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABLATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on 2/25/2020 by 5 p.m. ET, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. All documentation necessary for the protest proceedings shall be provided electronically by SBBC.

37. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. A signature is required on **BOTH** the Debarment Form **AND** the Invitation to Bid page. A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754-321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/sec1/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
b) All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, along with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 5 – SPECIAL CONDITIONS AND SCOPE

- 5.1 INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Audio Visual Equipment Installation, Products and Computer Peripherals as specified herein. This bid contains two (2) groups: Group 1 is Installation and/or Service and Group 2 is Products. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee shall receive individual Purchase Orders specifying the name and "ship to" address of the various schools, departments and centers. Normal business hours vary by school, center and department, the Awardee is responsible for confirming with each location prior to attempting delivery or installation. Refer to the following definitions to ensure clarity.

5.1.1 Installation: Defined as Audio Visual equipment that is ceiling mounted or wall mounted and is a complete solution. Requires communication with SBBC's **Information Technology (IT) Department** to conduct walk through to ensure SBBC technology standards are followed, providing quote with written scope of work, and compliance with SBBC Building Department processes, guidelines and requirements in obtaining permits required for installation.

5.1.2 Assembly: Defined as Audio Visual equipment that when components assembled is a complete standalone solution.

MUST BE SUBMITTED IN TIME FOR BID OPENING:

- One (1) signed hard copy of the ITB including a printed copy of the Bid Summary Sheet.
- One (1) flash drive containing identical electronic version of the bid (pdf format preferred), Bid Summary Spreadsheet as a separate Excel (.xls) document and Excel document containing complete catalog price file.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

- 5.2 INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Harmoni Clealand, Procurement and Warehousing Services, via e-mail at harmoni.clealand@browardschools.com who is solely authorized to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Harmoni Clealand, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
- 5.3 TERM:** The term of the bid shall be for three (3) years, and may, by mutual agreement between SBBC and the Awardee(s), be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the contract shall be reduced to one year.
- 5.4 CONTRACT RENEWAL:** The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee(s), be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 5.24 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
- 5.5 AWARD:** Bid shall be awarded by **GROUP** to all responsive and responsible Bidders to establish a pool of vendors meeting all specifications, terms and conditions, offering a firm-fixed hourly rate for Group 1 and firm-fixed minimum percentage discount from manufacturer's suggested retail pricelist (MSRP) for Group 2. Hourly rate for Group 1 and Percentage discount for Group 2 offered must be stated in the spaces provided on the Bid Summary Sheet (see Section 8 for additional details). Hourly rate for Group 1 and percentage discount from MSRP for Group 2 offered must remain firm throughout the contract period. All Awardees should be in a favorable position to compete for SBBC's business, however, those who offer the lowest hourly cost and/or greatest discount shall obtain the largest volume of business.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

- 5.6 PRICING OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their firm-fixed hourly rate for Group 1 and fixed minimum percentage discount from (MSRP) for Group 2. Fixed hourly rate and minimum percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet (see Section 8 for more information) and must remain firm throughout the contract period.

Awardee may offer SBBC additional educational discounts at any time and invoice SBBC at a lower price. Supplies and equipment for the purpose of this bid shall be defined as:

5.6.1 ACCESSORY: Any catalog item whose net price is under \$1,000.00.

5.6.2 EQUIPMENT: Any catalog item whose net price is \$1,000.00 or more.

- 5.7 PRICE AUDIT:** SBBC reserves the right to audit. Awardee shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this bid to analyze and verify the satisfactory performance of the terms and conditions of this bid and to evaluate, analyze and verify the applicable business records of Awardee directly relating to this Agreement and to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year, but SBBC retains the right of audit for five (5) years after the final payment by SBBC to Awardee pursuant to this bid. Failure by Awardee to permit audit shall constitute grounds for termination of their award and shall be grounds for SBBC's denial of some or all of Awardee's claims for payment.
- 5.8 OVERCHARGES AND UNAUTHORIZED CHARGES:** If an audit conducted in accordance with section 5.7 reveals overcharges or unauthorized charges to SBBC by Awardee, the actual audit shall be paid by Awardee, refund of overcharge amount plus penalty. Awardee shall pay said sum to SBBC within twenty (20) days of receipt of written demand, unless otherwise agreed to in writing by both parties.
- 5.9 CATALOG / PRICE LIST (GROUP 2):** Bidders shall include an electronic catalog price list indicating all items Bidder can furnish. Price list shall include MSRP or list price, manufacturer's name, manufacturer's part number and item description. An Excel file is the preferred format for this catalog/price list. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of non-compliance. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Failure of the Bidder to furnish with the bid or upon request may result in disqualification of bid.
- 5.10 ADDITIONAL PRICING / BALANCE OF LINE (GROUP 2):** Bidders should indicate in the spaces provided on the Bid Summary Sheet the discount off MSRP percentage that will be used for the term of the contract for products from manufacturers otherwise not listed on the Bid Summary Sheet.
- 5.11 PRODUCT ACQUISITION (GROUP 2):** SBBC intends to establish an electronic price book capable of importing catalog/price list from Awardee. Price list shall include manufacturer name, manufacturer's part number, item description, Awardee's part number, MSRP, discount off MSRP and SBBC's net price based on discount off MSRP as defined within this bid. Awardee shall provide data to SBBC electronically, in a format to be determined by SBBC, from which SBBC can create requisitions and Purchase Orders. If MSRP changes, it is the Awardee's responsibility to supply an updated price list file.
- 5.12 NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used, shopworn, demonstration or prototype equipment is not acceptable and will be rejected.
- 5.13 DELIVERY & FREIGHT:** Awardee shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida within thirty (30) days after receipt of a purchase order. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Prices shall include all delivery, handling or other costs necessary to complete an order. Delivery or freight collect shall not be allowed. SBBC may, at their option, pick-up items from Awardee's place of business. Catalog items which are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price.
- 5.14 UNAUTHORIZED SUBSTITUTIONS:** All substitutions must be reviewed and approved by SBBC's Information & Technology Department; in addition to a change purchase order being issued prior Awardee proceeding with order.
- 5.15 RE-STOCKING:** SBBC will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after delivery.
- 5.16 INSTALLATION (GROUP 1):** It shall be the responsibility of the Awardee to include on-site, inside delivery, installation and placement of all audio visual products and to assure satisfactory operation of all features. Installation and/or placement cost must be included in the quote with written scope describing specific installation service work to be performed by Awardee. All installation work shall be scheduled with the school, center or department and the Awardee shall provide all necessary items for a complete and functional installation. All installation work must be performed by SBBC Pre-Qualified Contractors pursuant to the Florida State Requirement for Educational Facilities (SREF) and SBBC policy 7003.1. To become a SBBC Pre-Qualified Contractor, follow the process located at:
<http://schoolboardofbrowardcounty.supplier.ariba.com/register>

Although being a SBBC Pre-Qualified Contractor is not a requirement to submit a bid for this ITB, only Awardees who are also SBBC Pre-Qualified Contractors shall perform installation. Throughout the term of the bid, any Awardee who becomes a SBBC Pre-Qualified Contractor will be added to the list of vendors awarded for Group 1 (if such pricing was included with their bid). Likewise, any Awardee who fails to maintain their Construction Pre-Qualified status or fails to comply with all construction requirements will be removed from the list of vendors awarded for Group 1.

- 5.17 NOT IN SCOPE:** Electrical installation is not included as part of the scope of work for this bid. Bidders should be aware that electrical work must be provided by SBBC Physical Plant Operations (PPO) Department or SBBC awarded electrical vendor. Network data cabling is not included as part of the scope of work for this bid. Bidders should be aware that network data cabling work must be provided by SBBC awarded cabling infrastructure vendor.
- 5.18 PERMITS (GROUP 1):** Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Additional information may be found at: <https://webappe.browardschools.com/buildingdepartment/>. Completed work must be inspected by SBBC Building Department. Any work completed by Awardee that fails inspection may be subjected to a re-inspection fee, which is the sole responsibility of the Awardee.
- 5.19 BUILDING CODES (GROUP 1):** Awardee shall comply with SREF, Florida Building Codes and SBBC building codes. For more information about SBBC building design standards, please use the following link:
<http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>
- 5.20 AS-BUILT DRAWINGS (GROUP 1):** Awardee must provide As-Built drawings required by the SBBC Building Department and shall charge a single, flat rate which will not increase if additional drawings are required.
- 5.21 ADDITIONAL LABOR (GROUP 1):** SBBC reserves the right to add labor and/or services not itemized on the Bid Summary Sheet (Group 1) during the term of the contract as it deems necessary. SBBC reserves the right to negotiate a total dollar amount or a non-to-exceed amount for a specific project rather than pricing based per hour. The cost of the additional services will be based upon a specific scope of work. The scope of this bid shall also include service labor alone; where no product is being purchased with installation.
- 5.22 ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee will be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee will be responsible for any disposition charges.
- 5.23 MANUFACTURER'S CERTIFICATION:** Awardee shall supply certification from the product manufacturer confirming that Awardee is an authorized dealer to sell, warranty and service that manufacturer's product, upon request from SBBC. Any Awardee who fails to provide certification at any time during the course of the contract within 72-hours of request shall be prohibited from providing products impacted until certification is provided.
- 5.24 BRAND STANDARDIZATION:** In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as correction is made to the satisfaction of SBBC.
- 5.25 BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 9, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** The State of Florida provides a bidding preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Legal Opinion of Bidding Preference" form, Section 9, Attachment D, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion, however, the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.
- 5.26 MINIMUM ORDER:** The actual quantity ordered may be as low as one each or unit which Awardee shall be expected to fill. Orders shall be filled as received and are not to be delayed in order to process in a "batch". Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to various schools, departments and centers within Broward County, Florida.
- 5.27 VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage to fill their orders at the lowest price.
- 5.28 PRICE ADJUSTMENTS:** Hourly prices (Group 1) or percentage discount (Group 2) offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 5.29 PRICE REDUCTIONS:** If the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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- 5.30 FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
- 5.31 INSTRUCTION MANUALS:** Awardee shall furnish instruction manuals, if requested. Manuals shall contain definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures. Electronic manuals or links to electronic pdfs are acceptable.
- 5.32 INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT: Purchase Order number, Complete description of the items, Serial numbers (if applicable), Itemized in same method as Purchase Order, Total dollar amount shall be net, Back-ordered items should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.
- 5.33 KIT INVOICES:** SBBC may develop standard "kits" containing the most commonly ordered items or services as a kit that includes all necessary items and components for purchases such as: wall mounted display, ceiling mounted projector, etc. Kits would be assigned a SAP Material number (six (6) digit code) by SBBC with detailed description describing all components contained in the kit. Awardee shall invoice all kits complete as single line item with lump total price for entire kit to mirror how the purchase order will be generated. Invoice to be generated upon SBBC approval and acceptance of installed products.
- 5.34 LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that are 100% lead free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**
- 5.35 ADDITIONAL VENDORS:** SBBC reserves the right to increase the pool of vendors during the term of the contract, if deemed necessary by SBBC. Procurement & Warehousing Services will release a new ITB for new vendors to submit a bid. Bids will have to be submitted, evaluated, and approved under the same terms and conditions as the original ITB. Those vendors who have already been awarded under this ITB will not need to resubmit a bid; they will already be in the pool of Awarded vendors. Regardless as to the year a vendor is added, all awards will be terminated at the end of the ITB term stated herein.
- 5.36 PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 5.37 WARRANTY (GROUP 1):** The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage which could have been avoided by referring to instructional manual) for a minimum period of **one year for all items** after date of delivery and installation to provide SBBC with an "on-site" warranty. In the event a dispute on requested repairs between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties.
- 5.38 WARRANTY (GROUP 2):** Warranty shall begin after delivery and acceptance by SBBC's end user. Manufacturers that offer SBBC longer warranty periods supersedes the standard warranty term. Awardee shall provide manufacturer's standard warranty, SBBC's special warranty offer from manufacturer or one year (1), whichever period is greater, on all bid items. Awardee is responsible for repairing each unit during the warranty period, at no cost to SBBC. All warranty work shall be complete within fifteen (15) days from receipt of request or a temporary replacement provided.
- 5.39 W-9 FORMS:** All Bidders are requested to complete a W-9 form, it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and submit with their bid.
- 5.40 SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM

- 6.1 SUPPLIER DIVERSITY OUTREACH PROGRAM:** SBBC's Supplier Diversity Outreach Program (SDOP) administers a Small/Minority/Women Business Enterprise (S/M/WBE) Program. S/M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned, operated and controlled by minorities or women, and is an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration.

SDOP encourages all small and minority business owners to become a certified S/M/WBE with the SBBC. Please visit our website www.browardschools.com/pws for information on how to apply for S/M/WBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321 0505 with questions or concerns.

- 6.2 The following Affirmative Procurement Initiative (API) is applied to this solicitation (All SBBC Certified S/M/WBEs are considered SBEs):**

- 6.2.1 Group 1: The SBE Subcontracting Goal Program.** An SBE Subcontracting Goal of eight percent (8%) is established for this solicitation. Prime bidders if awarded shall commit to subcontracting 8% of the total contract value to a SBBC Certified SBE. (All SBBC Certified S/M/WBEs are considered SBEs).

- 6.2.2 Group 2: Voluntary S/M/WBE Distributorship Development Program.** The SBBC encourages manufacturers to establish authorized dealerships or distributorships with S/M/WBE suppliers of their products on a non-discriminatory basis.

The S/M/WBE distributorship shall perform a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract or may accelerate payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices. Please go to the following link to view the current list of SBBC-Certified firms: <https://www.browardschools.com/Page/32119>

The Bidder must indicate the extent and nature of the SBE work with specificity, as described in this solicitation, by completing the **Form 00475 and Form 00470 (see Attachment A)**. The Statement of Intent submitted with the proposal reflects the intent to subcontract SBE firms. Additionally, it will detail the scope of work and dollar amount to perform for each Subconsultant/Subcontractor. If the bidder is unable to meet the SBE participation Goal, the bidder should include in its solicitation submittal a SBE Participation Good Faith Effort Form and all the required supporting information (see Attachment A). If Bidder is SBBC Certified SBE Firm with intent to self-perform, Bidder must identify itself as an SBE by completing the **Form 00475**.

Awardee scheduling SBE subcontracting participation will be required to submit a SBE Monthly Subconsultant/Subcontractor Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments to SBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SBE Subconsultant/Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the SBE received payment or not, until all committed remuneration has been received by the SBE.

An SBE is a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined herein. SDOP encourages all small and minority business owners to become a certified E/S/M/WBE with the SBBC. Please visit our website www.browardschools.com/pws for information on how to apply for E/S/M/WBE certification, and to view our upcoming outreach events and educational workshops. For questions regarding certification ONLY contact SDOP team at (754) 321 0584. Questions related to this solicitation should be directed ONLY to the Purchasing Agent.

The Bidder must identify itself as an SBBC-Certified SBE firm, by completing the **Form 00475 and Form 00470 (see Attachment A)**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.

SECTION 7 – INSURANCE REQUIREMENTS

Insurance Requirements. Vendor shall comply with the following minimum insurance requirements throughout the term of this Agreement.

- 7.1 General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 7.2 Professional Liability/Errors & Omissions.** Limits of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 7.3 Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 7.4 Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- 7.4.1** If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following: _____
(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.
- 7.5 Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 7.6 Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk management Department before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter. Awardee must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- 7.7 Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 7.7.1** The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 7.7.2** All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 7.7.3** Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 7.8 Cancellation of Insurance.** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- 7.9** The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

SECTION 8 – BID SUMMARY SHEET

BID SUMMARY SHEET: The Bid Summary Sheet is an Excel spreadsheet available with this ITB via DemandStar. The Bid Summary Sheet contains specific brands and type of hourly labor rates.

Bidders **MUST** complete the Bid Summary Sheet electronically. No handwritten summary sheets will be accepted.

The Excel Bid Summary Sheet contains four (4) tabs. Screenshots of the tabs are below.

TAB 1 = Representative Tab: Complete all fields. Screenshot of tab follows:

The screenshot shows the 'Representative' tab of the 'Procurement & Warehousing Services' spreadsheet for Broward County Public Schools. The title is 'AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG' with Bid # FY20-016-2. A red instruction states: 'Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.' Below this is a 'Bidder Info' section with the following fields:

Company Name	
Individual to contact for quotes	
Email to obtain quotes	
Phone number for assistance with quotes	
Individual to contact for customer service (returns etc)	
Customer Service Email	
Customer Service Phone Number	
M/WBE Certification*	

The bottom of the spreadsheet shows tabs: REPRESENTATIVE, GROUP 1-SERVICES, GROUP 2-PRODUCTS DISCOUNT LIST, and a plus sign for more tabs.

TAB 2 = GROUP 1 – SERVICES: Complete all fields. Screenshot of tab follows:

The screenshot shows the 'GROUP 1 - SERVICES' tab. It features a yellow header 'COMPANY NAME:' and a blue section titled 'BID SECTION 8 - BID SUMMARY SHEET GROUP 1 - HOURLY LABOR RATE & AS-BUILT RATE'. Instructions to the bidder are provided:

- Enter your FLAT PERMIT PLAN RATE and FLAT AS-BUILT RATE followed by HOURLY LABOR RATES as indicated below.
- Submit electronic (.xls) and printed copy with your bid.

Below the instructions are two input fields:

PERMIT PLANS - FLAT RATE: (See ITB section 5.18 for additional details)	\$	-
AS-BUILT DRAWINGS - FLAT RATE: (See 5.20 for additional details)	\$	-

At the bottom, there is a table for 'SERVICE TYPE' with columns for REGULAR, OVERTIME, OVERNIGHT, HOLIDAY, and WEEKEND. The bottom of the spreadsheet shows tabs: REPRESENTATIVE, GROUP 1-SERVICES, GROUP 2-PRODUCTS DISCOUNT LIST, and a plus sign for more tabs.

Continue to the next page additional screen shots of Excel tabs.

TAB 3 = GROUP 2 – PRODUCTS DISCOUNT LIST: Complete all fields. If additional information is needed, see ITB Section 5, item 5.10. Screenshot of tab follows:

A	B	C	D
	 Procurement & Warehousing Services Broward County Public Schools		Bid # FY20-016-2
	AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG		
	COMPANY NAME:		
	BID SECTION 8 - BID SUMMARY SHEET GROUP 2 - PRODUCTS DISCOUNT SCHEDULE		
	Instructions to Bidder: 1. Enter the discount off MSRP percentage as indicated below. 2. Blank rows provided below for bidder use, if needed (DO NOT LIST ANY OF THE BRANDS BELOW AGAIN IN THE BLANK ROWS - USE THE ROWS PROVIDED BY SBBC) 3. Submit electronic (.xls) and printed copy with your bid.		
	BALANCE OF LINE ITEMS (SEE ITB SECTION 5, ITEM 5.10)		Minimum Discount off MSRP
	REPRESENTATIVE	GROUP 1-SERVICES	GROUP 2-PRODUCTS DISCOUNT LIST

TAB 4 = GROUP 2 – PRODUCTS (SBBC AV STANDARDS) LIST: Complete all fields. If additional information is needed, see ITB Section 5, item 5.10. Screenshot of tab follows:

A	B	C	D	E	F
	 Procurement & Warehousing Services Broward County Public Schools		AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG		
	COMPANY NAME:				
	BID SECTION 8 - BID SUMMARY SHEET GROUP 2 - PRODUCTS (SBBC AV STANDARDS)				
	Instructions to Bidder: 1. Provide pricing for the list below which contains SBBC AV Standards (no substitutions, please - except projector bulb is no longer available). 2. Submit electronic (.xls) and printed copy with your bid.				
	Manufacturer	Mfg Item #	Item Description	Mfg List Price	SBBC Price
	Recordex	ST-650U	SimplicityTouch 65" Interactive Panel (5-year warranty)	\$ -	\$ -
	Recordex	ST-700U	SimplicityTouch 70" Interactive Panel (5-year warranty)	\$ -	\$ -

Continue to the next page additional screen shots of Excel tabs.

TAB 5 = CATALOG PRICE LIST: See Section 5, item 5.11 above regarding this tab. Bidder can use this tab or can use their own list.
Screenshot of tab follows:

A	B	C	D	E	F	G	H	I														
		Procurement & Warehousing Services																				
		Broward County Public Schools																				
					Bid #FY20-016-2																	
					AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG																	
COMPANY NAME:																						
BID SECTION 8 - BID SUMMARY SHEET																						
GROUP 2 - CATALOG PRICE LIST																						
* See Section 5, item 5.11 - Bidder's can use this form, or any other electronic file they prefer.																						
Instructions to Bidders:																						
1. SBBC intends to create an internal AV pricing tool and needs the below fields populated.																						
2. This form may be used, but is not required.																						
<table border="1"><thead><tr><th>BIDDER</th><th>MEG NAME</th><th>ITEM DESCRIPTION</th><th>MSRP</th><th>DISCOUNT</th><th>SBBC NET</th><th>BIDDER COMMENTS</th></tr></thead><tbody><tr><td colspan="7">GROUP 2-PRODUCTS (STANDARDS) CATALOG PRICE LIST</td></tr></tbody></table>									BIDDER	MEG NAME	ITEM DESCRIPTION	MSRP	DISCOUNT	SBBC NET	BIDDER COMMENTS	GROUP 2-PRODUCTS (STANDARDS) CATALOG PRICE LIST						
BIDDER	MEG NAME	ITEM DESCRIPTION	MSRP	DISCOUNT	SBBC NET	BIDDER COMMENTS																
GROUP 2-PRODUCTS (STANDARDS) CATALOG PRICE LIST																						

SECTION 9 – FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

Refer to Section 6 for more information about the Supplier Diversity Outreach Program (SDOP). Some forms below **MUST** be submitted with bid. Forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118>

1. FORM 00485 - UTILIZATION REPORT

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBE%20MonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf

Document Preview:

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT		Document Number 00485 Attachment				
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period:	S/M/WBE Contract Goal:		Contract Completion Date:				
		to						
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:					
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	SMWBE CERTIFIED BY SBR/C (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

2. FORM 00475 - PARTICIPATION FORM SCHEDULE * MANDATORY FOR GROUP 1 *

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf

Document Preview:

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE		Document Number 00475 Attachment	
				DATE	
SOLICITATION INFORMATION					
Contract #:		Project Start Date:			
Project Name:					
Project Location:					
Bidder/Proposer:					
Address:					
Contact Person:	Email Address:	Phone #:			
ORGANIZATION STATUS					
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be performed	% of Work \$ Amount
Prime Bidder/ Proposer					% \$
Non S/M/WBE Subcontractor					% \$
S/M/WBE Subcontractor					% \$

3. FORM 00470 – STATEMENT OF INTENT TO PERFORM * MANDATORY FOR GROUP 1 *

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☐ No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
☐ Individual ☐ Partnership ☐ Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

**S/M/WBE PARTICIPATION
GOOD FAITH EFFORT FORM**

DATE: _____

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Prime Contractor:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION	
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass , indicating that good faith efforts were	

- For information on S/M/WBE Certified Vendors, please contact the Supplier Diversity Outreach Program Office (754) 321-0550, or online at: <https://www.browardschools.com/Page/32544>
- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <https://www.browardschools.com/Page/37754>
- SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>

ATTACHMENT B – CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS

BIDDER'S NAME: INNUVO, INC.

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.


Signature

Michael Spring

Printed Name

ATTACHMENT C – DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS (See General Condition 45)

MUST BE COMPLETED BY ALL BIDDERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

INNUVO, INC.

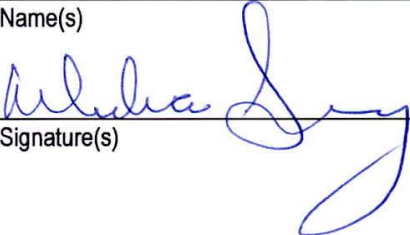
Organization Name

Michael Spring

President/Owner

Name(s)

Title(s) of Authorized Representative(s)



3/2/2020

Signature(s)

Date

ATTACHMENT C – INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

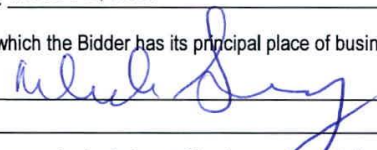
ATTACHMENT D – BIDDING PREFERENCE

LEGAL OPINION OF BIDDING PREFERENCE (See General Condition 1 (d))

MUST BE COMPLETED BY ALL BIDDERS

Bidder (Firm) Name: INNUVO, INC.

Identify the state in which the Bidder has its principal place of business: FLORIDA

Bidder's Signature: 

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORKPLACE

BIDDER'S NAME: INNUVO, INC.

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by Michael Spring, President

(Print individual's name and title)

for INNUVO, INC.

(Print name of entity submitting sworn statement)

whose business address is

3300 Corporate Avenue, # 116

Weston. FL 33331

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0570929

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on - or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this 2 day of March, 2020.

Personally known X

Produced Identification _____

(Type of Identification)

Form #4530-83



Notary Public – State of Florida

My commission expires: May 21, 2022

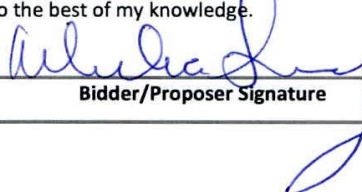
(Printed, typed, or stamped commissioned name of notary public)



**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE 03/02/2020

SOLICITATION INFORMATION						
Contract #:	FY20-016-2			Project Start Date:	01/01/2020	
Project Name:	AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS AND COMPUTER PERIPHERALS CATALOG					
Project Location:	Broward County					
Bidder/Proposer:	Innuvo, Inc.					
Address:	3300 Corporate Ave., #116					
Contact Person:	Aileen Liverman	Email Address:	aliverman@innuvo.com	Phone #:	954-581-1756	
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer	Innuvo, Inc.	3300 Corporate Ave., #116 Weston, FL 33331	954-581-1756	All required	100 %	\$ 8,200,000.00
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor	Innuvo, Inc.	3300 Corporate Ave., #116 Weston, FL 33331	954-581-1756	All required	100 %	\$ 8,200,000.00
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$ 8,200,000.00
TOTAL CONTRACT AMOUNT:					\$ 8,200,000.00	

BIDDER/PROPOSER SIGNATURE		
The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.		
 Bidder/Proposer Signature	Michael Spring, President Name & Title (Print)	03/02/2020 Date



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: FY20-016-2

CONTRACT #: FY20-016-2

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

Innuvo, Inc. _____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual

☐ Partnership

☒ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with Innuvo, Inc. _____
(Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	All Audio Visual Equipment Installations and Products as pertains to SBBC needs	\$ 8,200,000.00	100.00 %
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$ 8200000	100 %

S/M/WBE SUBCONTRACTOR SIGNATURE


(Signature)
S/M/WBE Subcontractor

President

Title

Innuvo, Inc.

03/02/2020

(Print)
Name of S/M/WBE Subcontractor

Date

Procurement & Warehousing Services • 7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 • (754) 321-0505
www.BrowardSchools.com/SDOP



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

Bidder Info

Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.

Company Name	Innuvo, Inc.
Individual to contact for quotes	Aileen Liverman
Email to obtain quotes	aliverman@innuvo.com
Phone number for assistance with quotes	954-581-1756
Individual to contact for customer service (returns etc)	Aileen Liverman
Customer Service Email	aliverman@innuvo.com
Customer Service Phone Number	954-581-1756
MWBE Certification*	
Agency Issuer*	

**Review General Condition 52 prior to completing*

Summary Sheet Instructions:

- 1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
- 2.) All Fields in the Bidder Information box (above) should be filled in

Thank you for your cooperation!



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

COMPANY NAME: Innuvo, Inc.

BID SECTION 8 - BID SUMMARY SHEET
GROUP 1 - HOURLY LABOR RATE & AS-BUILT RATE

Instructions to Bidder:

1. Enter your **FLAT PERMIT PLAN RATE** and **FLAT AS-BUILT RATE** followed by **HOURLY LABOR RATES** as indicated below.
2. Submit electronic (.xls) and printed copy with your bid.

PERMIT PLANS - FLAT RATE: (See ITB section 5.18 for additional details)		\$ 600.00			
AS-BUILT DRAWINGS - FLAT RATE: (See 5.20 for additional details)		\$ 400.00			
SERVICE TYPE	REGULAR HOURLY RATE	OVERTIME HOURLY RATE	OVERNIGHT HOURLY RATE	HOLIDAY HOURLY RATE	WEEKEND HOURLY RATE
General Installation or Service: One person per hour labor rate	\$ 80.00	\$ 120.00	\$ 120.00	\$ 160.00	\$ 120.00
General Installation or Service: Per hour rate for each additional person	\$ 80.00	\$ 120.00	\$ 120.00	\$ 160.00	\$ 120.00
Advanced Installation or Service: One person per hour labor rate	\$ 100.00	\$ 150.00	\$ 15.00	\$ 200.00	\$ 150.00
Advanced Installation or Service: Per hour rate for each additional person	\$ 100.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 150.00
Audio Engineer: One person per hour labor rate	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Audio Engineer: Per hour rate for each additional person	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Lighting or Stage Engineer: One person per hour labor rate	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Lighting or Stage Engineer: Per hour rate for each additional person	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Emergency Service (Onsite within 2 hours): One person per hour labor rate	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00
Emergency Service (Onsite within 2 hours): Per hour rate for each additional person	\$ 120.00	\$ 180.00	\$ 180.00	\$ 240.00	\$ 180.00



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

COMPANY NAME: Innuvo, Inc.

**BID SECTION 8 - BID SUMMARY SHEET
GROUP 2 - PRODUCTS DISCOUNT SCHEDULE**

Instructions to Bidder:

1. Enter the discount off MSRP percentage as indicated below.
2. Blank rows provided below for bidder use, if needed (DO NOT LIST ANY OF THE BRANDS BELOW AGAIN IN THE BLANK ROWS - USE THE ROWS PROVIDED BY SBBC)
3. Submit electronic (.xls) and printed copy with your bid.

BALANCE OF LINE ITEMS (SEE ITB SECTION 5, ITEM 5.10)	Minimum Discount off MSRP
Equipment from any other brand manufacturer not listed below	10.00%
Accessory from any other brand manufacturer not listed below	10.00%
BRAND OR MANUFACTURER	Minimum Discount off MSRP
AmpliVox Equipment	
AmpliVox Accessory	
Anchor Audio Equipment	
Anchor Audio Accessory	
Audio Technica Equipment	
Audio Technica Accessory	
Boxlight (Mimio) Equipment	
Boxlight (Mimio) Accessory	
Bretford Equipment	
Bretford Accessory	
C2G (Cables To Go) Accessory	20.00%
Califone Equipment	
Califone Accessory	
Canon Equipment	
Canon Accessory	
Chief Equipment	15.00%
Chief Accessory	15.00%
Da-Lite Equipment	15.00%
Da-Lite Accessory	15.00%
Draper Equipment	10.00%
Draper Accessory	10.00%
Elmo Equipment	
Elmo Accessory	
Epson Equipment	
Epson Accessory	
Extron Equipment	25.00%
Extron Accessory	25.00%
LocknCharge (peripheral carts) Equipment	
LocknCharge (peripheral carts) Accessory	
Jar Systems LLC (peripheral carts) Equipment	
Jar Systems LLC (peripheral carts) Accessory	
Kensington Accessory	
Logitech Accessory	
Manfrotto Equipment	
Manfrotto Accessory	
NewTek (TriCaster) Equipment	

NewTek (TriCaster) Accessory	
Nikon Equipment	
Nikon Accessory	
Peavey Equipment	
Peavey Accessory	
Promethean Equipment	
Promethean Accessory	
Recordex Equipment	
Recordex Accessory	
SanDisk Accessory	
Shure Equipment	10.00%
Shure Accessory	10.00%
Smart Equipment	
Smart Accessory	
Sony Equipment	
Sony Accessory	
Varitronics (VariQuest) Equipment	
Varitronics (VariQuest) Accessory	
Vivitek (NovoPro) Equipment	5.00%
Vivitek (NovoPro) Accessory	5.00%
Yamaha Equipment	
Yamaha Accessory	
American Time and Signal Equipment	
American Time and Signal Accessory	
Bogen Equipment	15.00%
Bogen Accessory	15.00%
Daktronics Equipment	
Daktronics Accessory	
Edco Equipment	
Edco Accessory	
Electro-mech Equipment	
Electro-mech Accessory	
ESE Equipment	
ESE Accessory	
Fairplay Equipment	
Fairplay Accessory	
Lathem Equipment	
Lathem Accessory	
Nevco Equipment	
Nevco Accessory	
Tecnec Equipment	5.00%
Tecnec Accessory	5.00%
Blank rows below are for additional manufacturers for informational purposes only. DO NOT REPEAT ANY OF THE ABOVE. Bidders do not need to enter additional, as row 9 & 10 cover any brand not listed above.	
JBL	15.00%
Atlona	15.00%
Middle Atlantic	25.00%
NEC	10.00%
LG	1.00%
Vaddio	5.00%
Crown	25.00%
BSS	25.00%
DBX	10.00%
SoundCraft	1.00%
Atlas Equipment	22.00%



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY20-016-2

AUDIO VISUAL EQUIPMENT INSTALLATION, PRODUCTS & COMPUTER PERIPHERALS CATALOG

COMPANY NAME: Innuvo, Inc.

BID SECTION 8 - BID SUMMARY SHEET
GROUP 2 - PRODUCTS (SBBC AV STANDARDS)

Instructions to Bidder:

1. Provide pricing for the list below which contains SBBC AV Standards (no substitutions, please - except projector bulbs if the OEM bulb is no longer available).
2. Submit electronic (.xls) and printed copy with your bid.

Manufacturer	Mfg Item #	Item Description	Mfg List Price	SBBC Price	Discount off List
Recordex	ST-650U	SimplicityTouch 65" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	ST-700U	SimplicityTouch 70" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	ST-750U	SimplicityTouch 75" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	ST-860U	SimplicityTouch 86" Interactive Panel (5-year warranty)	\$ -	\$ -	#DIV/0!
Recordex	SC8zAF	SimplicityCam Document Camera 8 Mega Pixel	\$ -	\$ -	#DIV/0!
Recordex	IMMPad SE	SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	ST-PEN	Replacement Stylus/Pen for SimplicityTouch IFP	\$ -	\$ -	#DIV/0!
Recordex	ST-REMOTE	Replacement Remote Control for SimplicityTouch IFP	\$ -	\$ -	#DIV/0!
Recordex	ST-USB-A	5-Meter Active USB Cable for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-HDMI	5-Meter HDMI Cable for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-VGA	10-Foot VGA Cable with Stereo Audio for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-POWER	Power Cable for SimplicityTouch	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-AC	Replacement AC Adapter for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-ANT	Replacement Antenna for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-CBL	Replacement 1/4" to 1/8" Stereo Cable for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-REC	Replacement Receiver for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-TX	Replacement Microphone for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	ST-MIC-BATT	Replacement Battery for SimplicityMic	\$ -	\$ -	#DIV/0!
Recordex	SE-PEN	Replacement Stylus/Pen for SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	SE-PENS-NIBS	Replacement Nibs for SimplicitySlate Stylus	\$ -	\$ -	#DIV/0!
Recordex	SE-USBCABLE	Replacement USB Cable for SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	SE-USBREC	Replacement USB Dongle/Receiver for SimplicitySlate	\$ -	\$ -	#DIV/0!
Recordex	SC5ZMA	Microscope Adapter for SimplicityCam	\$ -	\$ -	#DIV/0!
Recordex	SC-USB-CABLE	Replacement USB Cable for SimplicityCam	\$ -	\$ -	#DIV/0!
Vivitek	NP2000US	NovoPro Collaboration System	\$ 799.00	\$ 625.00	21.777%
Chief	LFAUB	Large Fusion Manual Height Adjustable Floor AV Stand (flat based stand)	\$ 1,364.00	\$ 1,159.00	15.029%
Chief	LPAUB	Large Fusion Manual Height Adjustable Mobile AV Cart (wheel based stand)	\$ 1,250.00	\$ 1,062.00	15.040%
Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount	\$ 373.00	\$ 317.00	15.013%
Promethean	AP7-U65-NA-1	ActivPanel 65" Interactive Panel with ActivConnect OPS-G - 1 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!
Promethean	AP7-B70-NA-1	ActivPanel 70" Interactive Panel with ActivConnect OPS-G - 1 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!
Promethean	AP7-B75-NA-1	ActivPanel 75" Interactive Panel with ActivConnect OPS-G - 2 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!

Promethean	AP7-B86-NA-1	ActivPanel 86" Interactive Panel with ActivConnect OPS-G - 4 x Pen, Vesa Wall Mount & cable pack, ActivInspire Professional Edition available FOC (Includes 5 year extended warranty-APM5YROSS and ActivConnect OPS-ACON1-OPS)	\$ -	\$ -	#DIV/0!
Promethean	1598490	ActivPanel Non-Adjustable Mobile Stand	\$ -	\$ -	#DIV/0!
Promethean	1526331	ActivPanel Height-Adjustable Mobile Stand	\$ -	\$ -	#DIV/0!
Elmo	1349	TT-12iD Document Camera	\$ -	\$ -	#DIV/0!
Epson	V11H860020	PowerLite 108 Projector	\$ -	\$ -	#DIV/0!
Epson	V11H746520	PowerLite 680 Projector	\$ -	\$ -	#DIV/0!
Epson	V11H745520	PowerLite 675W Projector	\$ -	\$ -	#DIV/0!
Epson	V11H744520	PowerLite 685W Projector	\$ -	\$ -	#DIV/0!
Epson	V11H741522	PowerLite 685Wi Projector	\$ -	\$ -	#DIV/0!
Epson	V11H740522	PowerLite 695Wi Projector	\$ -	\$ -	#DIV/0!
Epson	V11H908020	PowerLite L500W Projector	\$ -	\$ -	#DIV/0!
Epson	V12H777020	Ultra-Short Throw Wall Mount	\$ -	\$ -	#DIV/0!
LG	LGE43UT640S0UA	LG 43in UHD Commercial LED TV (3 year warranty)	\$ 756.00	\$ 748.00	1.058%
LG	LGE49UT640S0UA	LG 49in UHD Commercial LED TV (3 year warranty)	\$ 831.00	\$ 822.00	1.083%
LG	LGE55UT640S0UA	LG 55in UHD Commercial LED TV (3 year warranty)	\$ 938.00	\$ 928.00	1.066%
LG	LGE65UT640S0UA	LG 65in UHD Commercial LED TV (3 year warranty)	\$ 1,113.00	\$ 1,101.00	1.078%
LG	LGE75UT640S0UA	LG 75in UHD Commercial LED TV (3 year warranty)	\$ 2,188.00	\$ 2,166.00	1.005%
LG	LGE86UT640S0UA	LG 86in UHD Commercial LED TV (3 year warranty)	\$ 3,938.00	\$ 3,898.00	1.016%
Peerless	PERST660P	Universal Tilt Wall Mount for 39-80in TV	\$ 282.00	\$ 125.00	55.674%
Peerless	PERST640	Universal Wall Mount for 32-60in TV	\$ 180.00	\$ 100.00	44.444%
Peerless	PERSA746PU	Articulating Wall Mount for 22-50in TV	\$ 303.00	\$ 200.00	33.993%
Epson	V13H010L34	ELPLP34 Lamp for Projectors 62C/82C/76C	\$ -	\$ -	#DIV/0!
Epson	V13H010L36	ELPLP36 Lamp for Projector S4	\$ -	\$ -	#DIV/0!
Epson	V13H010L37	ELPLP37 Lamp for Projector 6100i	\$ -	\$ -	#DIV/0!
Epson	V13H010L38	ELPLP38 Lamp for Projectors 1700C/1705C/1710C/1715C	\$ -	\$ -	#DIV/0!
Epson	V13H010L41	ELPLP41 Lamp for Projectors S5/S5+/S6/77C	\$ -	\$ -	#DIV/0!
Epson	V13H010L42	ELPLP42 Lamp for Projectors 83/83+/822/822+/400W/EX90	\$ -	\$ -	#DIV/0!
Epson	V13H010L45	ELPLP45 Lamp for Projector 6110i	\$ -	\$ -	#DIV/0!

**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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Innuvo 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) ► 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) N/A Exemption from FATCA reporting code (if any) N/A (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 3300 Corporate Avenue, Suite 116	Requester's name and address (optional)
6 City, state, and ZIP code Weston, FL 33331	
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	5	7	0	9 2 9

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 ► *Valerie Sattler*

Date ► April 16th, 2019

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.

Supplier Diversity Outreach Program

THIS CERTIFICATE IS AWARDED TO

INNUVO, INC.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small Business Enterprise (SBE)

Non-Minority

ON THIS DAY: November 20, 2019



Jasmine M. Jones
Manager, Supplier Diversity Outreach Program



CERTIFICATION #: WS1988994279

Expiration Date: November 19, 2021



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 TEL 754-321-0505 FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com/PWS

The School Board of
Broward County, Florida

Nora Rupert, Chair
Heather P. Brinkworth, Vice Chair

Robin Bartleman
Abby M. Freedman
Patricia Good
Donna P. Korn
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

November 7, 2019

Michael Spring, President
Innuvo Inc.
3300 Corporate Avenue, Suite 116
Weston, FL 33331

**SUBJECT: RECOMMENDATION TO APPROVE CONTRACTOR
PRE-QUALIFICATION CERTIFICATION**

Dear Mr. Spring:

This letter shall certify that on November 6, 2019, The School Board of Broward County, Florida (SBBC) approved certification of Innuvo Inc. as a pre-qualified contractor in **State Certified Alarm System Contractor II** with a per project limit of \$758,656 and an aggregate limit of \$5,000,000. As such, your firm has certain rights and privileges according to School Board Policy 7003.1, including the following:

- The right to submit bids up to the per project and aggregate limits approved by SBBC.
- Contractor Pre-Qualification Certification for one year from the date of SBBC approval.
- Annual renewal of your firm's certification by submission of updated information within thirty, (30) days of receipt of notification.

In the event the status of your firm changes, your firm is required to notify, in writing, the Office of Procurement & Warehousing Services of the updated information. Failure to report changes that affect the ownership and control of your firm may result in revocation of your certification. In addition, your firm is subject to periodic performance evaluations that could result in delinquency and may furthermore, result in suspension or revocation of your pre-qualified status.

To request a change in your firm's pre-qualification status, pertinent documentation is required to justify the requested action, including but not limited to, proof of expertise, licensure, and business history.

Please be advised that Contractor Pre-Qualification Certification is not a guarantee that your firm will receive work.

If you should have any further questions, please contact my office at (754) 321-0505.

Sincerely,

Shari Francis
Manager, Construction Sourcing

SF/kb



Educating Today's Students to
Succeed in Tomorrow's World



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2020

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

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

PRODUCER Risk Strategies Company
3250 N. 29th Ave
Hollywood, FL 33020

CONTACT

NAME

PHONE

[A/C, No, Ext]

E-MAIL

ADDRESS

954-963-6666

FAX

[A/C, No]

954-963-9776

aiucerts@risk-strategies.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins. Co.

18058

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

INSURED

Innuvo Inc
Privid Eye Systems Corp
3300 Corporate Avenue, Suite 116
Weston FL 33331

COVERAGES

CERTIFICATE NUMBER: 54160736

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	☒	PHPK2099140	2/21/2020	2/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB711853	2/21/2020	2/21/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors and Omission		PHPK2099140	2/21/2020	2/21/2021	Included

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

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured with respect to general liability as per written contract. The general liability policy is on a primary and non-contributory basis as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

The School Board of Broward County, Florida c/o EXIGIS Risk Management Services PO Box 4668-ECM New York NY 10163-4668	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 Michael Christian
---	--

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N41K0116 | 122987 | 20/21 Master | Kacie Rivera | 2/18/2020 4:21:06 PM (EST) | Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2020

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

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

PRODUCER Wexler Insurance Agency, Inc. 1120 Ponce de Leon Blvd Coral Gables FL 33134		CONTACT NAME: Laura Dwyer PHONE (A/C, No, Ext): (305) 445-5050 FAX (A/C, No): (305) 448-8189 E-MAIL ADDRESS: ldwyer@ijb-usa.com	
INSURED Innuvo Inc 3300 Corporate Avenue Suite 116 Weston FL 33331		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2012312273**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	TWC3837301	01/20/2020	01/20/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Michael Spring Lic #EG13000186

CERTIFICATE HOLDER

The School Board of Broward County, Fl c/o EXIGIX Management Services P.O. Box 4668-ECM New York NY 10163-4668

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Mark Wilkinson Insurance & Financial Services, Inc 10131 W Oakland Park Blvd State Farm Sunrise, FL 33351		CONTACT NAME: PHONE (A/C, No, Ext): 954-748-9501 FAX (A/C, No): 954-749-8574 E-MAIL: ADDRESS:	
INSURED Innuvo, Inc 3300 Corporate Ave Ste 116 Weston, FL 33331		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						\$
A	AUTOMOBILE LIABILITY	Y		E35 5309-F14-59	12/14/2019	06/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO			222 0563 D16 59	04/16/2020	10/16/2020	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒			G42 5796-D10-59	04/10/2020	10/10/2020	BODILY INJURY (Per accident) \$
	HIRED AUTOS ☒ NON-OWNED AUTOS ☒			G42 5797-D10-59	04/10/2020	10/10/2020	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) ☐	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

CERTIFICATE HOLDER**CANCELLATION**

The School Board of Broward County, Florida, c/o
EXIGIS Risk Management Services, P. O. Box 4668-ECM,
New York, New York 10163-4668

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Procurement & Warehousing Services

Broward County Public Schools

REVISED RECOMMENDATION TABULATION

ITB #:	<u>FY20-016-2 RE-BID</u>	Tentative Board Meeting Date*: <u>MAY 2020</u>				
ITB Title:	<u>AUDIOVISUAL EQUIPMENT INSTALLATION, PRODUCTS AND COMPUTER PERIPHERALS (CATALOG)</u>	p	# Notified:	<u>705</u>	# Downloaded:	<u>42</u>
			# of Responses Rec'd:	<u>26</u>	# of "No Bids":	<u>1</u>
For:	<u>DISTRICT-WIDE</u>	ITB Opening Date:	<u>MARCH 11, 2020</u>			
	(School/Department)					
Fund:	<u>ASSORTED BUDGETS</u>	Advertised Date:	<u>FEBRUARY 26, 2020</u>			

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **04/21/2020 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

VENDOR(S) NAME(S)

ADVANCED DOCUMENT SOLUTIONS, INC
AGC ELECTRIC INC *
ASC-AUTOMATED SYSTEMS CONSULTING, INC. *
AUDIO VIDEO SYSTEMS, INC *
AUDIO VISUAL SYSTEM INTEGRATORS, LLC *
BROADWAY TYPEWRITER COMPANY INC. D/B/A AREY JONES EDUCATIONAL SOLUTIONS
CAMCOR, INC
CDW GOVERNMENT LLC
CLASSROOM OUTFITTERS, LLC *
DAKTRONICS, INC
GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC SECTOR SOLUTIONS
INNUVO, INC *
JLS SECURITY, LLC *
MDT TECHNOLOGIES, INC *
MUSIC ARTS ENTERPRISES, INC., MAE *
NDR CORPORATION
OFFICE DEPOT, INC
PRESIDIO NETWORKED SOLUTIONS LLC
PRO SOUND INC D/B/A STAGE EQUIPMENT AND LIGHTING
PYRAMID SCHOOL PRODUCTS
SCHOOL SPECIALITY, INC
SHARP ELECTRONICS
SMILEY'S AUDIO-VISUAL, INC.
TROXELL COMMUNICATIONS, INC.
UNITED DATA TECHNOLOGIES, INC., D/B/A UDT

GROUP(S) AWARDED

GROUP 2
GROUP 1
GROUP 1
GROUP 2
GROUP 1 & 2
GROUP 1 & 2
GROUP 1 & 2
GROUP 1 & 2
GROUP 2
GROUP 1 & 2
GROUP 2
GROUP 1 & 2
GROUP 1
GROUP 1 & 2
GROUP 1 & 2
GROUP 2
GROUP 2
GROUP 2
GROUP 1 & 2
GROUP 2
GROUP 2
GROUP 2
GROUP 2
GROUP 2
GROUP 1 & 2
GROUP 2

*CERTIFIED S/M/WBE VENDOR

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE ABOVE BIDDERS (PER ATTACHED AWARD RECOMMENDATION DETAILS), MEETING TERMS AND CONDITIONS AND BE ADDED TO THE EXISTING AWARDED POOL OF VENDORS.

IT IS RECOMMENDED THAT FOR REASON(S) STATED ON THE ATTACHED ITB REJECTION SHEET, THE BIDS REFERENCED BE REJECTED IN ENTIRETY OR PARTICULAR GROUP FOR NOT COMPLYING WITH ITB REQUIREMENTS.

CONTRACT PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2022 WITH AN OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL PERIODS.

By: 

(Purchasing Agent)

Date: 04/21/2020

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



BID FY20-016-2
BID REJECTION

REJECT GROUP 1 BID FROM NDR CORPORATION

FORM 470 AND 475 WERE INCOMPLETE AND GOOD FAITH EFFORT DOCUMENTATION WAS INSUFFICIENT; THEREFORE, BIDDER FAILED TO MEET THE EIGHT PERCENT (8%) SUPPLIER DIVERSITY OUTREACH SUBCONTRACTING GOAL.

AS STATED IN SECTION 6:

“GROUP 1: THE SBE SUBCONTRACTING GOAL PROGRAM. AN SBE SUBCONTRACTING GOAL OF EIGHT PERCENT (8%) IS ESTABLISHED FOR THIS SOLICITATION. PRIME BIDDERS IF AWARDED SHALL COMMIT TO SUBCONTRACTING 8% OF THE TOTAL CONTRACT VALUE TO A SBBC CERTIFIED SBE.....BIDDER MUST INCLUDE THE EXTENT AND NATURE OF THE SBE WORK...”

AND “FORM 00470 – STATEMENT OF INTENT TO PERFORM **MANDATORY FOR GROUP 1**.....A SIGNED STATEMENT MUST BE COMPLETED BY THE OWNER OR AUTHORIZED PRINCIPAL OF EACH S/M/WBE FIRM LISTED...”

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION SHEET

Bid No:	FY20-016
Title of Bid:	Audiovisual Equipment Installation, Products and Computer Peripherals (Catalog)
Purchasing Agent Name:	Harmoni Clealand
S/M/WBE Evalutor:	Anne Marie Richards
Bid Opening Date:	March 11, 2020

** Small/Minority/Women Business Enterprise (S/M/WBE)*

BIDDER'S NAME	GROUP 1 (SERVICE)			GROUP 2 (PRODUCTS)	
	HOURLY	PERMIT PLANS	AS-BUILT DRAWINGS	ANY BRAND	SPECIFIED BRAND(S) ONLY
ADVANCED DOCUMENT SOLUTIONS, INC		NO BID			✓
AGC ELECTRIC INC *	✓	✓	✓	NO BID	
ASC-AUTOMATED SYSTEMS CONSULTING, INC *	✓	✓	✓	NO BID	
AUDIO VIDEO SYSTEMS, INC *		NO BID		✓	
AUDIO VISUAL SYSTEM INTEGRATORS *	✓	✓	✓	✓	
BROADWAY TYPEWRITER CO. INC D/B/A AREY JONES EDUCATION SOLUTIONS	✓	✓	✓	✓	
CAMCOR, INC	✓	NON-RESPONSIVE	NON-RESPONSIVE		✓
CDW GOVERNMENT LLC	✓	✓	✓	✓	
CLASSROOM OUTFITTERS, LLC *		NO BID		✓	
DAKTRONICS, INC	✓	✓	✓		✓
GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC SECTOR SOLUTIONS		NO BID		✓	
INNUVO, INC *	✓	✓	✓	✓	
JLS SECURITY, LLC *	✓	✓	✓	NO BID	
MDT TECHNOLOGIES, INC *	✓	✓	✓	✓	
MUSIC ARTS ENTERPRISES, INC., MAE *	✓	✓	✓	✓	
NDR CORPORATION		BID REJECTED		✓	
OFFICE DEPOT, INC		NO BID		✓	
PRESIDIO NETWORKED SOLUTIONS LLC		NO BID			✓
PRO SOUND, INC. D/B/A STAGE EQUIPMENT AND LIGHTING	✓	✓	✓	✓	
PYRAMID SCHOOL PRODUCTS		NO BID			✓
SCHOOL SPECIALITY, INC		NO BID			✓
SHARP ELECTRONICS		NO BID			✓
SMILEY'S AUDIO VISUAL, INC		NO BID		✓	
TROXELL COMMUNICATIONS, INC	✓	✓	✓	✓	
UNITED DATA TECHNOLOGIES D/B/A UDT		NO BID		✓	



Procurement & Warehousing Services
Broward County Public Schools

GROUP 1 (LABOR) PRICE LIST

Bid #	FY20-016
Title of Bid:	Audiovisual Equipment Installation, Products and Computer Peripherals (Catalog)

* Small/Minority/Women Business Enterprise (S/M/WBE)

GROUP 1 - SERVICE	AGC ELECTRIC INC *					ASC-AUTOMATED SYSTEMS CONSULTING, INC *					AUDIO VISUAL SYSTEM INTEGRATORS *				
Permit Plans (Flat Rate)	\$6,000.00					\$139.00					\$250.00				
As-Built Drawings (Flat Rate)	\$800.00					\$167.00					\$250.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$65.00	\$114.00	\$114.00	\$114.00	\$114.00	\$60.00	\$90.00	\$75.00	\$95.00	\$95.00
General Installation or Service (Each addl person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$60.00	\$104.00	\$104.00	\$104.00	\$104.00	\$50.00	\$75.00	\$75.00	\$95.00	\$95.00
Advanced Installation or Service (One Person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$93.00	\$136.00	\$136.00	\$136.00	\$136.00	\$75.00	\$112.50	\$90.00	\$105.00	\$105.00
Advanced Installation or Service (Ea addl person)	\$44.50	\$65.00	\$51.00	\$89.00	\$65.00	\$93.00	\$114.00	\$114.00	\$114.00	\$114.00	\$65.00	\$97.50	\$90.00	\$105.00	\$105.00
Audio Engineer (One Person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$65.00	\$114.00	\$114.00	\$114.00	\$114.00	\$95.00	\$142.50	\$150.00	\$150.00	\$150.00
Audio Engineer (Each additional person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$60.00	\$104.00	\$104.00	\$104.00	\$104.00	\$85.00	\$127.50	\$150.00	\$150.00	\$150.00
Lighting or Stage Engineer (One Person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$65.00	\$114.00	\$114.00	\$114.00	\$114.00	\$85.00	\$127.50	\$150.00	\$150.00	\$150.00
Lighting or Stage Engineer (Each addl person)	\$65.00	\$97.50	\$97.50	\$89.00	\$97.50	\$60.00	\$104.00	\$104.00	\$104.00	\$104.00	\$85.00	\$127.50	\$150.00	\$150.00	\$150.00
Emergency Service (One Person)	\$65.00	\$97.50	\$75.00	\$89.00	\$97.50	\$114.00	\$147.00	\$147.00	\$147.00	\$147.00	\$150.00	\$225.00	\$250.00	\$250.00	\$250.00
Emergency Service (Each addl person)	\$65.00	\$97.50	\$75.00	\$89.00	\$97.50	\$104.00	\$136.00	\$136.00	\$136.00	\$136.00	\$150.00	\$187.50	\$250.00	\$250.00	\$250.00

GROUP 1 CONTINUED	BROADWAY TYPEWRITER CO. INC D/B/A AREY JONES EDUCATION SOLUTIONS					CAMCOR, INC					CDW GOVERNMENT LLC				
Permit Plans (Flat Rate)	\$5,000.00					NON-RESPONSIVE					\$141.00				
As-Built Drawings (Flat Rate)	\$2,000.00					NON-RESPONSIVE					\$169.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$71.50	\$206.25	\$206.25	\$357.50	\$206.25	\$70.00	\$95.00	\$140.00	\$125.00	\$125.00	\$67.00	\$119.00	\$119.00	\$119.00	\$119.00
General Installation or Service (Each addl person)	\$71.50	\$206.25	\$206.25	\$357.50	\$206.25	\$70.00	\$95.00	\$140.00	\$125.00	\$125.00	\$62.00	\$107.00	\$107.00	\$107.00	\$107.00
Advanced Installation or Service (One Person)	\$137.50	\$206.25	\$206.25	\$357.50	\$206.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$96.00	\$141.00	\$141.00	\$141.00	\$141.00
Advanced Installation or Service (Ea addl person)	\$137.50	\$206.25	\$206.25	\$357.50	\$206.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$96.00	\$119.00	\$119.00	\$119.00	\$119.00
Audio Engineer (One Person)	\$148.50	\$371.25	\$371.25	\$412.50	\$371.25	\$90.00	\$135.00	\$180.00	\$150.00	\$150.00	\$67.00	\$119.00	\$119.00	\$119.00	\$119.00
Audio Engineer (Each additional person)	\$148.50	\$371.25	\$371.25	\$412.50	\$371.25	\$90.00	\$135.00	\$180.00	\$150.00	\$150.00	\$62.00	\$107.50	\$107.50	\$107.50	\$107.50
Lighting or Stage Engineer (One Person)	\$247.50	\$371.25	\$371.25	\$412.50	\$371.25	\$100.00	\$150.00	\$200.00	\$175.00	\$175.00	\$67.00	\$119.00	\$119.00	\$119.00	\$119.00
Lighting or Stage Engineer (Each addl person)	\$247.50	\$371.25	\$371.25	\$412.50	\$371.25	\$100.00	\$150.00	\$200.00	\$175.00	\$175.00	\$62.00	\$107.50	\$107.50	\$107.50	\$107.50
Emergency Service (One Person)	\$357.50	\$536.25	\$536.25	\$605.00	\$536.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$119.00	\$153.00	\$153.00	\$153.00	\$153.00
Emergency Service (Each addl person)	\$357.50	\$536.25	\$536.25	\$605.00	\$536.25	\$250.00	\$350.00	NO BID	\$400.00	\$400.00	\$107.50	\$141.00	\$141.00	\$141.00	\$141.00

GROUP 1 CONTINUED	DAKTRONICS, INC					INNUVO, INC *					JLS SECURITY, LLC *				
Permit Plans (Flat Rate)	\$1,000.00					\$600.00					\$500.00				
As-Built Drawings (Flat Rate)	\$250.00					\$400.00					\$500.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$60.00	\$90.00	\$90.00	\$120.00	\$106.67	\$80.00	\$120.00	\$120.00	\$160.00	\$120.00	\$46.00	\$66.00	\$66.00	\$66.00	\$66.00
General Installation or Service (Each addl person)	\$46.67	\$70.00	\$70.00	\$100.00	\$93.33	\$80.00	\$120.00	\$120.00	\$160.00	\$120.00	\$46.00	\$66.00	\$66.00	\$66.00	\$66.00
Advanced Installation or Service (One Person)	\$84.62	\$126.92	\$126.92	\$184.62	\$153.85	\$100.00	\$150.00	\$15.00	\$200.00	\$150.00	\$52.00	\$73.00	\$73.00	\$73.00	\$73.00
Advanced Installation or Service (Ea addl person)	\$64.29	\$96.43	\$96.43	\$128.57	\$114.29	\$100.00	\$150.00	\$150.00	\$200.00	\$150.00	\$52.00	\$73.00	\$73.00	\$73.00	\$73.00
Audio Engineer (One Person)	\$106.67	\$160.00	\$160.00	\$213.33	\$186.67	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Audio Engineer (Each additional person)	\$66.67	\$100.00	\$100.00	\$133.33	\$120.00	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Lighting or Stage Engineer (One Person)	N/A	N/A	N/A	N/A	N/A	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Lighting or Stage Engineer (Each addl person)	N/A	N/A	N/A	N/A	N/A	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$60.00	\$86.00	\$86.00	\$86.00	\$86.00
Emergency Service (One Person)	\$133.33	\$200.00	\$200.00	\$266.67	\$233.33	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$79.00	\$99.00	\$99.00	\$99.00	\$99.00
Emergency Service (Each addl person)	\$88.89	\$133.33	\$133.33	\$177.78	\$155.56	\$120.00	\$180.00	\$180.00	\$240.00	\$180.00	\$79.00	\$99.00	\$99.00	\$99.00	\$99.00

GROUP 1 CONTINUED	MDT TECHNOLOGIES, INC *					MUSIC ARTS ENTERPRISES, INC., MAE *					PRO SOUND, INC. D/B/A STAGE EQUIPMENT AND LIGHTING				
Permit Plans (Flat Rate)	\$300.00					\$378.00					\$1,700.00				
As-Built Drawings (Flat Rate)	\$300.00					\$378.00					\$1,700.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$60.00	\$90.00	\$120.00	\$120.00	\$120.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$85.00	\$127.50	\$127.50	\$170.00	\$170.00
General Installation or Service (Each addl person)	\$60.00	\$90.00	\$120.00	\$120.00	\$120.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$85.00	\$127.50	\$127.50	\$170.00	\$170.00
Advanced Installation or Service (One Person)	\$80.00	\$120.00	\$160.00	\$160.00	\$160.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$105.00	\$157.50	\$157.50	\$210.00	\$210.00
Advanced Installation or Service (Ea addl person)	\$80.00	\$120.00	\$160.00	\$160.00	\$160.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$105.00	\$157.50	\$157.50	\$210.00	\$210.00
Audio Engineer (One Person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Audio Engineer (Each additional person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Lighting or Stage Engineer (One Person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$129.00	\$129.00	\$189.00	\$189.00	\$189.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Lighting or Stage Engineer (Each addl person)	\$100.00	\$150.00	\$200.00	\$200.00	\$200.00	\$65.00	\$65.00	\$89.00	\$89.00	\$89.00	\$125.00	\$187.50	\$187.50	\$250.00	\$250.00
Emergency Service (One Person)	\$120.00	\$180.00	\$240.00	\$240.00	\$240.00	\$258.00	\$258.00	\$258.00	\$258.00	\$258.00	\$150.00	\$225.00	\$225.00	\$300.00	\$300.00
Emergency Service (Each addl person)	\$120.00	\$180.00	\$240.00	\$240.00	\$240.00	\$258.00	\$258.00	\$258.00	\$258.00	\$258.00	\$150.00	\$225.00	\$225.00	\$300.00	\$300.00

GROUP 1 CONTINUED	TROXELL COMMUNICATIONS, INC				
Permit Plans (Flat Rate)	\$625.00				
As-Built Drawings (Flat Rate)	\$125.00				
Hourly Rates	Regular	Overtime	Nights	Weekend	Holiday
General Installation or Service (One Person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
General Installation or Service (Each addl person)	\$56.25	\$70.00	\$70.00	\$90.00	\$80.00
Advanced Installation or Service (One Person)	\$75.00	\$90.00	\$90.00	\$120.00	\$105.00
Advanced Installation or Service (Ea addl person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
Audio Engineer (One Person)	\$100.00	\$120.00	\$120.00	\$160.00	\$140.00
Audio Engineer (Each additional person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
Lighting or Stage Engineer (One Person)	\$100.00	\$120.00	\$120.00	\$160.00	\$140.00
Lighting or Stage Engineer (Each addl person)	\$62.50	\$75.00	\$75.00	\$100.00	\$90.00
Emergency Service (One Person)	\$150.00	\$180.00	\$180.00	\$240.00	\$210.00
Emergency Service (Each addl person)	\$100.00	\$120.00	\$120.00	\$160.00	\$140.00



Procurement & Warehousing Services
Broward County Public Schools

GROUP 2 (PRODUCTS) DISCOUNT SCHEDULE

Bid #	FY20-016									
Title of Bid:	Products and Computer Peripherals (Catalog)									
BRANDS	AUDIO VIDEO SYSTEMS, INC *	AUDIO VISUAL SYSTEM INTEGRATORS *	BROADWAY TYPEWRITER CO. INC D/B/A AREY-JONES EDUCATION SOLUTIONS	CAMCOR, INC	CDW GOVERNMENT LLC	CLASSROOM OUTFITTERS, LLC *	DAKTRONICS, INC	GOVCONNECTION, INC. D/B/A CONNECTION PUBLIC SECTOR SOLUTIONS	INUVO, INC *	MOT TECHNOLOGIES, INC *
ANY other brand EQUIPMENT	0%	3%	0.1%*		5%	10%		2%	10%	10%
ANY other brand ACCESSORY	0%	3%	0.1%*		5%	10%		2%	10%	10%
AmplVox Equipment				36%				2%		0%
AmplVox Accessory				36%				2%		0%
Anchor Audio Equipment				25%				2%		0%
Anchor Audio Accessory				25%				2%		0%
Audio Technica Equipment	8%			11%				2%		10%
Audio Technica Accessory	6%			11%				2%		10%
Boxlight (Mimo) Equipment				34%						0%
Boxlight (Mimo) Accessory				21%						0%
Bretford Equipment			47.4%	36%				2%		0%
Bretford Accessory			13.7%	36%				2%		0%
C2G (Cables To Go) Accessory		5%	0.2%	3%	45%			2%	20%	10%
Callitone Equipment				36%	5%			2%		0%
Callitone Accessory				36%	5%			2%		0%
Canon Equipment			24.3%	17%				2%		0%
Canon Accessory			22%	17%				2%		0%
Chief Equipment	13%		11.1%	41%				2%	15%	12%
Chief Accessory	10%		11.1%	41%				2%	15%	12%
Da-Lite Equipment	19%		10.9%	36%				2%	15%	12%
Da-Lite Accessory	19%		21.9%	36%				2%	15%	12%
Draper Equipment	5%		0.9%	26%				2%	10%	12%
Draper Accessory	5%		0.9%	26%				2%	10%	12%
Elmo Equipment			24.5%	24%				2%		0%
Elmo Accessory			2.4%	24%				2%		0%
Epson Equipment	8%		23.1%	8%				2%		16%
Epson Accessory	5%		23.1%	4%				2%		16%
Extron Equipment		42%		0%				2%	25%	10%
Extron Accessory		42%		0%				2%	25%	10%
LocknCharge Equipment			15%	3%	13%			2%		0%
LocknCharge Accessory			15%	3%	6%			2%		0%
Jar Systems Equipment				3%				2%		0%
Jar Systems Accessory				3%				2%		0%
Kensington Accessory			13.1%	15%	14%			2%		0%
Logitech Accessory	2%			15%	5%			2%		10%
Manfrotto Equipment				21%				2%		0%
Manfrotto Accessory				21%				2%		0%
NewTek (TriCaster) Equipment				11%			10%			0%
NewTek (TriCaster) Accessory				11%			10%			0%
Nikon Equipment				0%				2%		0%
Nikon Accessory				0%				2%		0%
Peavey Equipment								2%		10%
Peavey Accessory								2%		10%
Promethean Equipment			25%		52%			2%		0%
Promethean Accessory			5%		39%			2%		0%
Recordex Equipment				0%						0%
Recordex Accessory				0%						0%
SanDisk Accessory				5%				2%		0%
Shure Equipment	10%			30%				2%	10%	10%
Shure Accessory	5%			30%				2%	10%	10%
Smart Equipment										0%
Smart Accessory										0%
Sony Equipment			10.5%	0%	10%			2%		5%
Sony Accessory			10.5%	0%	10%			2%		5%
Varitronics (VariQuest) Equipment										0%
Varitronics (VariQuest) Accessory										0%
Vivitek (NovoPro) Equipment				21%				2%	5%	0%
Vivitek (NovoPro) Accessory				21%				2%	5%	0%
Yamaha Equipment								2%		0%
Yamaha Accessory								2%		0%
American Time & Signal Equipment										0%
American Time & Signal Accessory										0%
Bogen Equipment	26%		13%						15%	0%
Bogen Accessory	20%		11.7%						15%	0%
Daktronics Equipment							10%			0.0%
Daktronics Accessory							10%			0%
Edco Equipment										0%
Edco Accessory										0%
Electro-mech Equipment										0%
Electro-mech Accessory										0%
ESE Equipment										0%
ESE Accessory										0%
Fairplay Equipment										0%
Fairplay Accessory										0%
Latham Equipment										0%
Latham Accessory										0%
Nevco Equipment										0%
Nevco Accessory										0%
Tecmec Equipment									5%	0%
Tecmec Accessory									5%	0.00%

GROUP 2 (PRODUCTS) DISCOUNT SCHEDULE continued

Bid #	FY20-016									
Title of Bid:	Audiovisual Equipment Installation, Products and I									
BRANDS	MUSIC ARTS ENTERPRISES, INC., IAE *	NDR CORPORATION	OFFICE DEPOT, INC	PRESIDIO NETWORKED SOLUTIONS LLC	PRO SOUND, INC. PRO SOUND EQUIPMENT AND LIGHTING	PYRAMID SCHOOL PRODUCTS	SCHOOL SPECIALTY, INC	SMILEY'S AUDIO VISUAL, INC	TROXELL COMMUNICATIONS, INC	UNITED DATA TECHNOLOGIES DBA UDT
ANY other brand EQUIPMENT	10%	0%	3%		.5 TO 45%			5%	1%	0.1% - 46.50%
ANY other brand ACCESSORY	10%	0%	3%		.5 TO 45%			5%	1%	0.1% - 65.44%
Amplivox Equipment	10%				32%			38.5%	20%	
Amplivox Accessory	20%				32%			38.5%	1%	
Anchor Audio Equipment	20%				32%			31%	30%	
Anchor Audio Accessory	10%				32%			31%	1%	
Audio Technica Equipment	10%				28%			18%	22%	
Audio Technica Accessory	10%				28%			18%	1%	
Boxlight (Mmio) Equipment								29%	1%	
Boxlight (Mmio) Accessory								25%	1%	
Bretford Equipment					10%			25%	25%	
Bretford Accessory					10%			25%	1%	
C2G (Cables To Go) Accessory					15 TO 45.5%			25%	1%	
Califone Equipment						20%	37%	50%	20%	
Califone Accessory						20%	37%	50%	1%	
Canon Equipment					5%			15%	20%	
Canon Accessory					5%			5%	1%	
Chief Equipment	10%				25 TO 43.1%			43.5%	15%	
Chief Accessory	10%				20 TO 41%			41%	1%	
Da-Lite Equipment	30%				25 TO 35.1%	20%		36%	15%	
Da-Lite Accessory	10%				25 TO 35.1%	20%		36%	1%	
Draper Equipment	10%				18 TO 29%			37%	10%	
Draper Accessory	10%				18 TO 29%			37%	1%	
Elmo Equipment					23%			45%	18%	
Elmo Accessory					21%			39.5%	1%	
Epson Equipment				0%	15%			2%	15%	
Epson Accessory				0%	15%			2%	1%	
Extron Equipment					42.1%			2%		
Extron Accessory					42.1%			2%		
LocknCharge Equipment								2%	1%	
LocknCharge Accessory								2%	1%	
Jar Systems Equipment										6%
Jar Systems Accessory										6%
Kensington Accessory					2.5%			2%	1%	
Logitech Accessory					5.1%			5%	1%	
Manfrotto Equipment					22.5%			2%	15%	
Manfrotto Accessory					22%			2%	1%	
NewTek (TriCaster) Equipment					11.2%			2%	1%	
NewTek (TriCaster) Accessory					11.2%			2%	1%	
Nikon Equipment									1%	
Nikon Accessory									1%	
Peavey Equipment	34.7%				35.2%				1%	
Peavey Accessory	10%				15%				1%	
Promethean Equipment							29%		1%	37%
Promethean Accessory							17%		1%	27%
Recordex Equipment								46%		
Recordex Accessory								2%		
SanDisk Accessory								2%	1%	
Shure Equipment	30.5%				32%			29%	30%	
Shure Accessory	10%				32%			29%	10%	
Smart Equipment										
Smart Accessory										
Sony Equipment	10%				2 TO 19%			21%	10%	
Sony Accessory	10%				5 TO 15%			17%	1%	
Varitronics (VarQuest) Equipment									1%	
Varitronics (VarQuest) Accessory									1%	
Vivitek (NovoPro) Equipment					21%			44.5%	15%	
Vivitek (NovoPro) Accessory					21%			44.5%	1%	
Yamaha Equipment	26%				10 to 30%				25%	
Yamaha Accessory	26%				10 to 20%				1%	
American Time & Signal Equipment		1%								
American Time & Signal Accessory		1%								
Bogen Equipment					15-31%					
Bogen Accessory					15-31%					
Daktronics Equipment										
Daktronics Accessory										
Edco Equipment		1%								
Edco Accessory		1%								
Electro-mesh Equipment										
Electro-mesh Accessory										
ESE Equipment					11.5%				16%	
ESE Accessory					11.5%				1%	
Fairplay Equipment										
Fairplay Accessory										
Latham Equipment										
Latham Accessory										
Nevco Equipment										
Nevco Accessory										
Tecneq Equipment					5%			2%	22%	
Tecneq Accessory					5%			2%	1%	



Procurement & Warehousing Services
Broward County Public Schools

GROUP 2 (PRODUCTS) SPECIFIED BRAND(S) LIST

Bid #	FY20-016
Title of Bid:	Audiovisual Equipment Installation, Products and Computer Peripherals (Catalog)
BIDDER NAME	SPECIFIED BRAND(S)
	** Only listed below if bidder did NOT bid on "ANY BRAND NOT LISTED"
ADVANCED DOCUMENT SOLUTIONS, INC	3 ITEMS ONLY: SHARP MODEL PN CE-701H, SHARP MODEL PN-C751H & SHARP MODEL PN-C881H
CAMCOR, INC	DUKANE, AVER, CLEAR TOUCH, LG COMMERCIAL, MIDDLE ATLANTIC, TEACHLOGIC, PANASONIC BROADCAST
PRESIDIO NETWORKED SOLUTIONS LLC	AXIS, GENETEC, AVIGILON
SHARP ELECTRONICS	SHARP

AGENDA ITEM REPORT



To: commission
Subject: FRS - Name change designation
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Currently, FRS doesn't recognize the senior class position of Public Service Director. The Town had previously been reporting the position as Public Works Director.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To change the position title in FRS from Public Works Director to Public Service Director

AGENDA ITEM REPORT



To: commission
Subject: Budget Amendment - FY21
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

FINANCIAL IMPACT:

None

RECOMMENDATION:

Approval of Budget Amendment

Town of Pembroke Park Florida



**Fiscal Year 2021
Budget Amendment
November 23, 2021**

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020 - 2021 BUDGET SUMMARY**

Description	Adopted Budget 2019-2020	Budget Amendment 2020-2021
GENERAL FUND REVENUES		
Ad Valorem	6,592,457	6,592,457
Local Option Gas Tax	100,000	100,000
Utility Tax	1,211,000	1,211,000
Franchise Fees	874,750	874,750
Licenses & Permits	938,455	938,455
Intergovernmental Revenue	980,324	980,324
State Shared Revenue	556,500	556,500
Charges for Services	364,400	364,400
Fines & Forfeitures	36,000	36,000
Other Revenue	862,005	862,005
Fund Balance Reserves	254,213	254,213
TOTAL GENERAL FUND REVENUES	12,770,104	12,770,104
GENERAL FUND EXPENDITURES BY DEPARTMENT		
Mayor & Commission	434,286	408,836
Administration	1,019,575	1,043,275
Finance	561,052	588,253
Legal	207,500	420,012
Comprehensive Planning	236,000	273,000
Non-Departmental	396,860	550,210
Law Enforcement	3,342,652	3,435,652
Fire Rescue	3,525,607	3,468,607
Building	466,750	472,900
Roads & Streets	456,691	507,091
Code Enforcement	208,569	157,469
Parks & Recreation	508,023	450,023
Capital Outlay	1,065,125	865,736
Capital Projects	341,412	129,040
Debt Service	0	0
Contingency	0	0
Use of Fund Balance Reserve	0	0
TOTAL GENERAL FUND EXPENDITURES	12,770,104	12,770,104
NOTE: LAW ENFORCEMENT AND FIRE RESCUE EXPENDITURES AS A PERCENTAGE OF BUDGET	6,868,259 54%	6,904,259 54%

**TOWN OF PEMBROKE PARK
FISCAL YEAR 2020-2021 BUDGET SUMMARY**

ENTERPRISE FUNDS Description	Adopted Budget 2020-2021	Budget Amendment 2020-2021
Sewer Fund Revenue		
Charges for services	2,810,000	2,810,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	207,929	207,929
Cash Balance Brought Forward	0	0
Total Sewer Fund Revenue	3,017,929	3,017,929
Sewer Fund Expenses		
Financial & Administrative	238,301	224,566
Physical Environment	2,423,962	2,477,698
Capital Projects	140,000	100,000
Debt Service	215,665	215,665
Contingency	0	0
Total Sewer Fund Expenses	3,017,928	3,017,929
DIFFERENCE	0	
Stormwater Fund Revenue		
Charges for services	1,400,000	1,400,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	431,350	431,350
Cash Balance Brought Forward	0	-
Total Stormwater Revenue	1,831,350	1,831,350
Stormwater Fund Expenses		
Financial & Administrative	118,995	121,113
Physical Environment	1,043,018	1,083,259
Capital Projects	400,030	357,671
Contingency	269,307	269,307
Total Stormwater Expenses	1,831,350	1,831,350
DIFFERENCE	0	0
Combined Enterprise Fund Revenue & Expenses		
Enterprise Funds Revenues (Sewer & Stormwater)		
Charges for services	4,210,000	4,210,000
Intergovernmental Revenue	0	0
Other Revenue/ Impact Fees	639,279	639,279
Cash Balance Brought Forward	0	-
Total Revenue	4,849,279	4,849,279
Enterprise Funds Expenses (Sewer & Stormwater)		
Financial & Administrative	357,296	345,679
Physical Environment	3,466,980	3,560,957
Capital Projects	540,030	457,671
Debt Service	215,665	215,665
Contingency	269,307	269,307
Total Enterprise Fund Expenses	4,849,278	4,849,279
DIFFERENCE	0	0

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Ad Valorem		
001-000310-311001-01-0000	Ad Valorem Taxes	6,592,457	6,592,457
	Total Ad Valorem	6,592,457	6,592,457
001-000310-312410-00-0000	Local Option Fuel Tax	100,000	100,000
	Total Local Option Fuel Tax	100,000	100,000
	Franchise Fee		
001-000310-323100-00-0000	Electric Franchise Fee	575,000	575,000
001-000310-323400-00-0000	Gas Franchise Fee	7,000	7,000
001-000310-323700-00-0000	Garbage Franchise Fee	275,000	275,000
001-000310-323901-00-0000	Towing Franchise Fee	10,000	10,000
001-000310-323902-00-0000	Bus Stop Shelter Franchise Fee	3,500	3,500
001-000310-323903-00-0000	Bus Stop Benches Franchise Fee	4,250	4,250
	Total Franchise Fee	874,750	874,750
	Utility Tax		
001-000310-314100-00-0000	Electric Utility Tax	790,000	790,000
001-000310-314200-01-0000	Communication Tax	149,000	149,000
001-000310-314300-00-0000	Water Utility Tax	260,000	260,000
001-000310-314400-00-0000	Gas Utility Tax	12,000	12,000
	Total Utility Tax	1,211,000	1,211,000
	Licenses & Permits		
001-000320-316000-00-0000	Business Tax Receipts - Local	127,000	127,000
001-000320-321200-00-0000	Business Tax - County	2,500	2,500
100-000320-322001-00-0000	Building Permits	318,150	318,150
100-000320-322001-01-0000	Building Permit - Reinspection Fee	5,000	5,000
100-000320-322001-02-0000	Building Department - Reinstatement Fee	500	500
100-000320-322001-03-0000	Building Inspection Fee	34,100	34,100
100-000320-322002-00-0000	Electrical Permits	34,715	34,715
100-000320-322002-01-0000	Electrical Permits - Reinspection Fee	500	500
100-000320-322002-03-0000	Electrical Inspection Fee	8,585	8,585
100-000320-322003-00-0000	Mechanical Permits	30,000	30,000
100-000320-322003-01-0000	Mechanical Permit - Reinspection Fee	500	500
100-000320-322003-02-0000	Mechanical Inspection Fee	3,385	3,385
100-000320-322004-00-0000	Plumbing Permits	30,000	30,000

**Town of Pembroke Park
General Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
100-000320-322004-01-0000	Plumbing Permit Reinspection Fee	760	760
100-000320-322004-02-0000	Plumbing Inspection Fee	2,830	2,830
001-000320-329001-00-0000	Certificate of Use Permits	28,000	28,000
001-000320-329002-00-0000	Building Inspection Fees	2,000	2,000
001-000320-329002-00-0000	Building Reinspection Fee B.T.R.	5,000	5,000
001-000320-329003-00-0000	Fire Inspection Fees - Business Tax	10,000	10,000
001-000320-329003-01-0000	Fire Inspection Fees - Annual Renewals	30,000	30,000
001-000320-329003-04-0000	Fire Inspection Fees - Permits	15,000	15,000
001-000320-329003-05-0000	Fire Reinspection Fee B. T.R.	1,000	1,000
001-000320-329003-06-0000	Fire Reinspection Fee	25,000	25,000
001-000320-329005-00-0000	Sign Fees	58,000	58,000
001-000320-329006-01-0000	Zoning & Variance & Site Plan Fees	30,000	30,000
001-000320-329007-00-0000	Engineering-Planning Services	5,000	5,000
001-000320-329008-00-0000	Alarm Registration Fees	2,900	2,900
001-000320-329009-00-0000	Radon Fees 10% - Restricted for Education	4,000	4,000
100-000320-329014-00-0000	Plan Review	68,680	68,680
100-000320-329015-00-0000	Processing Fee	52,520	52,520
001-000320-329900-00-0000	Other License, Fees, Permits	2,830	2,830
	Total Licenses & Permits	938,455	938,455
	REVENUES AND RESERVES CONTINUED		
001-000330-335120-00-0000	Municipal Revenue Sharing Program	170,000	170,000
001-000330-335140-00-0000	Mobile Home Licenses	6,500	6,500
001-000330-335150-00-0000	Alcoholic Beverage Licenses	5,000	5,000
001-000330-335180-00-0000	Half Cent Sales Tax	375,000	375,000
	Total State Shared Revenue	556,500	556,500
	Intergovernmental Revenue		
001-000330-331203-00-0000	Federal Grant	482,344	482,344
001-000330-334800-00-0000	Other Grants	497,980	497,980
	Total Intergovernmental Revenue	980,324	980,324
	Charges for Services		
100-000340-341903-00-0000	Certificate of Occupancy Fees	5,050	5,050
100-000340-341903-01-0000	Certificate of Completion	34,350	34,350
001-000340-341905-00-0000	Lien Searches	2,500	2,500
001-000340-342601-00-0000	EMS Transport Collections	275,000	275,000
001-000340-347200-02-0000	Park Facility Rental Preserve	3,000	3,000

Town of Pembroke Park
General Fund Revenue
FY2021

General Ledger Code/Description		FY2021	FY2021
		Approved	Budget
		Budget	Amendment
001-000340-349001-06-0000	Reimbursable Charges - Legal Services	10,000	10,000
001-000340-349001-08-0000	Reimbursable Charges Planning Services	25,000	25,000
001-000350-351002-00-0000	Rec. Vehicle Inspection Fee Revenue	2,500	2,500
001-000350-351003-00-0000	False Alarm Fees	7,000	7,000
	Total Charges for Services	364,400	364,400
	Fines & Forfeitures		
001-000350-351001-00-0000	Local Law Enforcement Trust Fund Fines	1,000	1,000
001-000350-351004-00-0000	Code Enforcement Fines	30,000	30,000
001-000350-359001-00-0000	Other Fines and Forfeitures	5,000	5,000
	Total Fines & Forfeitures	36,000	36,000
	Other Revenue		
001-000360-361100-02-0000	Interest - FL. Dept. Admin. LGIP Investments	18,000	18,000
001-000360-361100-03-0000	Interest/Penalties - Ad Valorem Taxes	10,000	10,000
001-000360-361400-00-0000	Penalty and Late Charges	5,000	5,000
001-000360-361500-00-0000	Garbage Collection Fees OES	10,000	10,000
001-000360-363240-00-0000	Impact Fees - Fire	77,505	77,505
001-000360-369001-00-0000	Other Revenue	631,500	631,500
001-000360-369001-01-0000	Other Revenue Building Department	5,000	5,000
001-000360-369900-00-0000	Other Miscellaneous Revenue	105,000	105,000
	Total Other Revenue	862,005	862,005
001-000000-284000-00-0000	Use Of Fund Balance/Unassigned Reserve	317,600	317,600
Total General Fund Revenue		\$12,833,491	\$12,833,491

**Town of Pembroke Park
Mayor & Commission Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-510511-110000-00-0000	Salaries	210,000	173,000
	Total Personal Services	210,000	173,000
	Payroll Expenditures		
001-510511-210000-00-0000	FICA Taxes Expense	16,065	16,065
001-510511-230001-00-0000	Group Insurance Health	53,831	38,831
001-510511-220000-00-0000	Employer Contribution - Retirement Fund	81,000	111,000
001-510511-230001-01-0000	Dental/Vision Insurance	9,889	9,889
001-510511-230001-02-0000	Life Insurance(Standard Insur.Co.)	3,673	3,673
001-510511-230001-03-0000	Long Term Care(John Hancock Co.)	10,076	10,076
001-510511-230001-05-0000	Life Insurance(John Hancock VUL)	4,059	4,059
001-510511-240000-00-0000	Workers' Compensation	437	437
	Total Payroll Expenditures	179,030	194,030
	Operating Expenditures		
001-510511-400001-00-0000	Travel	14,000	14,000
001-510511-410001-00-0000	Cell Phone	6,000	6,000
001-510512-441002-00-0000	Lease Expense - Copy Machine	1,000	1,000
001-510511-450002-00-0000	Insurance - Property & Liability	756	756
001-510511-490006-00-0000	Business Meetings	5,000	5,000
001-510511-490900-00-0000	Misc. Charges	3,000	3,500
001-510511-540001-00-0000	Memberships	4,500	6,000
001-510511-540001-01-0000	Education and Training	1,000	1,000
001-510511-540002-00-0000	Election Services	10,000	4,550
	Total Operating Expenditures	45,256	41,806
Total Personal Services	Total Personal Services	\$ 210,000	\$ 173,000
Total Payroll Expenditures	Total Payroll Expenditures	\$ 179,030	\$ 194,030
Operating Expenditures	Total Operating Expenditures	\$ 45,256	\$ 41,806
Total Mayor & Commission	TOTAL Mayor & Commission	\$ 434,286	\$ 408,836

**Town of Pembroke Park
Administration Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Personal Services		
001-510512-120000-00-0000	Salaries	563,730	588,730
001-510512-140000-00-0000	Overtime	1,500	1,500
	Total Personal Services	565,230	590,230
	Payroll Expenditures		
001-510512-210000-00-0000	FICA Taxes Expense	42,623	44,123
001-510512-220000-00-0000	Employee Retirement Expense	114,053	126,053
001-510512-230001-00-0000	Group Insurance	96,895	96,895
001-510512-230001-01-0000	Dental/Vision Insurance	14,353	14,353
001-510512-230001-02-0000	Life Insurance(Standard Insur.Co.)	7,345	9,845
001-510512-230001-05-0000	Life Insurance(John Hancock VUL)	12,343	12,343
001-510512-240000-00-0000	Workers' Compensation	1,311	1,311
001-510512-250000-00-0000	Unemployment Compensation Expense		
	Total Payroll Expenditures	288,923	304,923
	Operating Expenditures		
001-510512-340006-01-0000	Town Hall Janitorial Services	3,900	3,900
001-510512-340007-00-0000	Contractual Services- BTR Structural	5,000	8,350
001-510512-340011-00-0000	HR Management Services	90,000	90,000
001-510512-400001-00-0000	Travel	7,500	3,800
001-510512-410001-00-0000	Cellular Phones	3,600	4,300
001-510512-441001-00-0000	Lease Expense - Vehicles	6,000	-
001-510512-441002-00-0000	Lease Expense - Copy Machine	2,000	2,000
001-510512-450002-00-0000	General Liability - Property Insurance	5,422	5,422
001-510512-460010-00-0000	Misc. Maintenance - Car & Buildings	2,000	500
001-510512-470000-00-0000	Printing	2,000	250
001-510512-490002-00-0000	Misc. Charges	7,500	14,000
001-510512-490006-00-0000	Business Meetings/Meals	1,000	2,100
001-510512-510001-00-0000	Office Supplies	9,000	5,500
001-510512-521001-00-0000	Vehicle Expense - Gasoline	1,000	-
001-510512-540001-00-0000	Memberships/Subscriptions	3,500	5,500
001-510512-540003-00-0000	Education and Training	6,000	1,000
001-510512-541002-00-0000	Employee - Tuition Assistance	10,000	1,500
	Total Operating Expenditures	165,422	148,122
Total Personal Services		\$ 565,230	\$ 590,230
Total Payroll Expenditures		\$ 288,923	\$ 304,923
Total Operating Expenditures		\$ 165,422	\$ 148,122
TOTAL ADMINISTRATION		\$ 1,019,575	\$ 1,043,275

**Town of Pembroke Park
Finance Department
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
Personal Services			
001-510513-120000-00-0000	Salaries	337,433	353,933
001-510513-140000-00-0000	Overtime	2,000	1,250
	Total Personal Services	339,433	355,183
Payroll Expenditures			
001-510513-210000-00-0000	FICA Taxes Expense	25,814	25,814
001-510513-220000-00-0000	Employee Retirement Expense	54,581	63,181
001-510513-230001-00-0000	Group Insurance	53,831	53,500
001-510513-230001-01-0000	Dental Insurance/Vision	6,745	6,745
001-510513-230001-02-0000	Life Insurance(Standard Insur. Co)	5,707	4,988
001-510513-230001-03-0000	Long Term Care(John Hancock Co.)	2,005	3,000
001-510513-230001-05-0000	Life Insurance(John Hancock VUL)	597	597
001-510513-240000-00-0000	Workers' Compensation	437	437
	Total Payroll Expenditures	149,716	158,262
Operating Expenditures			
001-510513-320001-00-0000	Recurring Audit Costs	45,000	49,000
001-510513-340006-01-0000	Contractual Service	7,000	4,000
001-510513-340007-000000	Contractual Service - Software Maintenance	6,000	6,500
001-510513-400001-00-0000	Travel	2,500	-
001-510513-410001-00-0000	Cellular Phones	1,000	525
001-510513-441002-00-0000	Lease Expense-Copiers	1,000	1,475
001-510513-450002-00-0000	General Liability - Property Insurance	2,903	2,903
001-510513-460900-00-0000	Maintenance and Repair	500	500
001-510513-470000-00-0000	Printing and Forms	1,000	2,300
001-510513-490006-00-0000	Business Meetings/Meals	500	-
001-510513-490900-00-0000	Misc. Charges	500	1,605
001-510513-510001-00-0000	Office Supplies	2,000	2,800
001-510513-540001-00-0000	Memberships	1,000	2,000
001-510513-541900-00-0000	Education and Training/Registration&Books	1,000	1,200
	Total Operating Expenditures	71,903	74,808
Total Personal Services		\$ 339,433	\$ 355,183
Total Payroll Expenditures		\$ 149,716	\$ 158,262
Total Operating Expenditures		\$ 71,903	\$ 74,808
TOTAL FINANCE		\$ 561,052	\$ 588,253

Town of Pembroke Park
Legal Department
FY2021

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Expenditures		
	Personal Services		
001-510514-120000-00-0000	Salaries	-	158,034
	Total Personal Services	-	158,034
	Payroll Expenditures		
001-510514-210000-00-0000	FICA Taxes Expense		11,423
001-510514-220000-00-0000	Employee Retirement Expense		22,128
001-510514-230001-00-0000	Group Insurance		10,571
001-510514-230001-01-0000	Dental Insurance/Vision		1,655
001-510514-230001-02-0000	Life Insurance(Standard Insur. Co)		1,994
001-510514-230001-05-0000	Long Term Care(John Hancock Co.)		2,671
	Total Payroll Expenditures	-	50,443
	Operating Expenditures		
001-510514-303003-00-0000	Misc. Reimbursable Expenses	10,000	-
001-510514-340003-01-0000	Contractual Services - Legal-Retainer	100,000	-
001-510514-340003-02-0000	Contractual Services - Legal-Non Retainer	90,000	189,455
001-510514-400001-00-0000	Travel		350
001-510514-410001-00-0000	Cellular Phones		530
001-510514-441001-00-0000	Lease Expense - Vehicles		3,000
001-510514-480001-00-0000	Advertising	7,500	7,200
001-510514-490900-00-0000	Misc. Charges		7,900
001-510514-541900-00-0000	Education and Training/Registration&Books		700
001-510514-540001-00-0000	Memberships		2,400
	Total Operating Expenditures	207,500	211,535
Total Personal Services			\$ 158,034
Total Payroll Expenditures		\$ -	\$ 50,443
Total Operating Expenditures		\$ 207,500	\$ 211,535
TOTAL LEGAL		\$ 207,500	\$ 420,012

**Town of Pembroke Park
Planning & Zoning
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Expenditures		
	Personal Services		
001-510515-120000-00-0000	Salaries	-	66,543
	Total Personal Services	-	66,543
	Payroll Expenditures		
001-510515-210000-00-0000	FICA Taxes Expense		5,174
001-510515-220000-00-0000	Employee Retirement Expense		6,239
001-510515-230001-00-0000	Group Insurance		6,025
001-510515-230001-01-0000	Dental Insurance/Vision		1,055
001-510515-230001-02-0000	Life Insurance(Standard Insur. Co)		1,050
001-510515-230001-05-0000	Long Term Care(John Hancock Co.)		1,500
	Total Payroll Expenditures	-	21,043
	Operating Expenditures		
001-510515-303003-00-0000	Misc. Reimbursable Expenses	25,000	38,814
001-510515-340004-00-0000	Contractual Services - Planning	200,000	135,000
001-510515-340004-00-3000	Contractual Services - Legislative Services	10,000	9,200
001-510515-410001-00-0000	Cellular Phones		500
001-510515-490900-00-0000	Misc. Expense		1,700
001-510515-510001-00-0000	Office Supplies		200
001-510515-522001-00-0000	Board Expenses - Planning & Zoning Board	1,000	-
	Total Operating Expenditures	236,000	185,414
Total Personal Services			\$ 66,543
Total Payroll Expenditures		\$ -	\$ 21,043
Total Operating Expenditures		\$ 236,000	\$ 185,414
TOTAL PLANNING & ZONING		\$ 236,000	\$ 273,000

**Town of Pembroke Park
Non-Departmental/General Government
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
001-510519-340004-00-0000	Various Contractual Services	25,000	33,100
001-510519-340006-05-0000	Contractual Services/Town Hall-Pest Control	3,500	3,500
001-510519-340007-00-0000	Contractual Services/Computer Related Service	60,000	62,200
001-510519-410001-00-0000	Telephone/cellular	2,500	3,650
001-510519-410003-00-0000	Town Hall Line Charge/Internet Connection	37,000	42,500
001-510519-411003-00-0000	Postage-shipping-FedEx	8,000	12,100
001-510519-430001-00-0000	Electricity Town Hall	38,000	43,500
001-510519-431001-00-0000	Water - Town Hall	5,000	10,100
001-510519-441002-00-0000	Lease Expense - Postage Machine and Other	1,000	1,000
001-510519-450002-00-0000	Insurance Expense - General Liability/Prop.	3,260	3,260
001-510519-460010-00-0000	Maintenance & Repair Car, Building, Equipment	17,500	30,500
001-510519-460011-00-0000	Maintenance - Repair-3rd Floor	2,500	3,300
001-510519-480003-00-0000	Donations	10,000	4,000
001-510519-490001-00-0000	Lobbying Expense	130,600	118,700
001-510519-490003-00-0000	Misc. Charges	50,000	170,600
001-510519-520900-00-0000	Misc. Market Supplies/Office Supplies	3,000	8,200
TOTAL NON DEPARTMENTAL		\$ 396,860	\$ 550,210

**Town of Pembroke Park
Law Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
001-520521-120000-00-0000	Salaries	-	83,896
	Total Personal Services	-	83,896
	Payroll Expenditures		
001-520521-210000-00-0000	FICA Taxes Expense		6,393
001-520521-230001-00-0000	Group Insurance		11,070
001-520521-230001-02-0000	Life Insurance(Standard Insur. Co)		903
001-520521-230001-03-0000	Long Term Care(John Hancock Co.)		1,002
	Total Payroll Expenditures	-	19,368
	Operating Expenditures		
001-520521-340001-00-0000	Contractual Services - Law Enforcement	3,327,652	3,289,650
001-520521-410001-00-0000	Cellular Phones		463
001-520521-490900-00-0000	Misc. Charges		35,675
001-520521-540001-00-0000	Memberships		1,600
001-520521-520900-01-0000	LLETF - Explorer Program	10,000	-
001-520521-520900-04-0000	BSO - Traffic Enforcement	5,000	5,000
	Total Operating Expenditures	-	3,342,652
	Total Personal Services		\$ 83,896
	Total Payroll Expenditures	\$ -	\$ 19,368
	Total Operating Expenditures	\$ 3,342,652	\$ 3,332,388
	TOTAL POLICE	\$ 3,342,652	\$ 3,435,652

**Town of Pembroke Park
Fire Rescue
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
001-520522-340002-00-0000	Contractual Services - Fire Rescue	3,525,607	3,468,607
TOTAL FIRE RESCUE		\$ 3,525,607	\$ 3,468,607

**Town of Pembroke Park
Building Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
100-524524-120000-00-0000	Full time Salaries	183,989	247,000
100-524524-140000-00-0000	Overtime	4,000	-
	Total Personal Services	187,989	247,000
	Payroll Expenditures		
100-524524-210000-00-0000	FICA Taxes Expense	14,075	17,745
100-524524-220000-00-0000	Employee Retirement Expense	28,773	28,500
100-524524-230001-00-0000	Group Insurance	32,298	17,000
100-524524-230001-01-0000	Dental/Vision Insurance	1,319	1,319
100-524524-230001-02-0000	Life Insurance (Standard Insur.Co.)	2,201	2,500
100-524524-230001-03-0000	Long Term Care(John Hancock Co.)	1,920	2,000
100-524524-230001-05-0000	Life Insurance (John Hancock VUL)	1,500	-
100-524524-240000-00-0000	Workers' Compensation	1,747	1,800
	Total Payroll Expenditures	83,834	70,864
	Operating Expenditures		
100-524524-340006-01-0000	Contractual Service-Town Hall/Janitorial	4,000	4,000
100-524524-340007-00-0000	Contractual Service-Software Maint. Fees	5,000	
100-524524-340012-01-0000	Contractual Service-Building Dept Elect	38,000	28,500
100-524524-340012-02-0000	Contractual Service-Building Dept Plumb	13,000	21,500
100-524524-340012-03-0000	Contractual Service-Building Dept Mech	24,000	30,000
100-524524-340012-99-0000	Contractual Service-Building Dept Structural	39,000	20,400
100-524524-340013-00-0000	Contractual Services-User Fees INK FORCE	6,000	9,400
100-524524-400001-00-0000	Travel	3,000	-
100-524524-410001-00-0000	Cell Phone	3,700	2,550
100-524524-441002-01-0000	Lease Expense-Copier	1,500	600
100-524524-450002-00-0000	Insurance- Property & Liability	7,017	7,017
100-524524-460011-00-0000	Maint. & Car Repair Car Bldg & Equipment	1,000	100
100-524524-470000-00-0000	Printing and Forms	1,000	500
100-524524-490900-00-0000	Misc. Charges	33,960	6,500
100-524524-520003-000000	Uniforms	2,000	3,400
100-524524-510001-00-0000	Office Supplies	6,000	1,319
100-524524-521001-00-0000	Vehicle Expense-Gasoline Costs	1,000	250
100-524524-540001-00-0000	Membership Subscriptions	750	19,000
100-524524-541900-00-0000	Education and Training	5,000	-
	Total Operating Expenditures	194,927	155,036
Total Personal Services		\$ 187,989	\$ 247,000
Total Payroll Expenditures		\$ 83,834	\$ 70,864
Total Operating Expenditures		\$ 194,927	\$ 155,036
TOTAL BUILDING		\$ 466,750	\$ 472,900

**Town of Pembroke Park
Code Enforcement
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
001-539539-120000-00-0000	Full time Salaries	103,985	75,431
001-539539-140000-00-0000	Overtime	2,000	-
	Total Personal Services	105,985	75,431
	Payroll Expenditures		
001-539539-210000-00-0000	FICA Taxes Expense	7,955	5,250
001-539539-220000-00-0000	Employee Retirement Expense	20,026	7,900
001-539539-230001-00-0000	Group Insurance	21,532	27,500
001-539539-230001-01-0000	Dental/Vision Insurance	3,134	3,134
001-539539-230001-02-0000	Life Insurance(Standard Insur. Co)	1,866	1,866
001-539539-230001-03-0000	Long Term Care(John Hancock Co.)	1,140	1,140
001-539539-240000-00-0000	Workers' Compensation	1,747	1,747
	Total Payroll Expenditures	57,401	48,538
	Operating Expenditures		
001-539539-340006-01-0000	Town Hall - Janitorial	3,900	3,900
001-539539-340007-00-0000	Contractual Services	5,400	1,800
001-539539-400002-00-0000	Travel - Hotel, Air fare, Mileage, Tolls, Meals	2,500	500
001-539539-410001-00-0000	Cell Phones	3,000	1,200
001-539539-410003-00-0000	Town Hall Line Charge / Internet Connection	1,200	-
001-539539-441003-00-0000	Lease Expense - Copier	1,000	-
001-539539-450002-00-0000	Insurance - Property Liability	6,123	6,125
001-539539-470000-00-0000	Printing and Forms	2,500	850
001-539539-490900-00-0000	Misc. Charges	1,500	2,200
001-539539-510001-00-0000	Office Supplies	5,000	2,250
001-539539-520003-00-0000	Uniform Expense	800	1,050
001-539539-521001-00-0000	Vehicle Expense - Gasoline	3,000	1,150
001-539539-521002-00-0000	Vehicle Expense - Maintenance & Repair	1,000	675
001-539539-522001-00-0000	Board Expenses - Code & P& Z Boards	4,635	700
001-539539-540001-00-0000	Memberships	625	9,800
001-539539-541900-00-0000	Education and Training-Other	3,000	1,300
	Total Operating Expenditures	45,183	33,500
Total Personal Services		\$ 105,985	\$ 75,431
Total Payroll Expenditures		\$ 57,401	\$ 48,538
Total Operating Expenditures		\$ 45,183	\$ 33,500
TOTAL CODE ENFORCEMENT		\$ 208,569	\$ 157,469

**Town of Pembroke Park
Roads & Streets Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
001-530541-120000-00-0000	Full-Time Salaries	205,192	187,645
001-530541-140000-00-0000	Overtime	3,500	460
	Total Personal Services	208,692	188,105
	Payroll Expenditures		
001-530541-210000-00-0000	FICA Taxes Expense	15,744	13,380
001-530541-220000-00-0000	Employee Retirement Expense	25,490	23,790
001-530541-230001-00-0000	Group Insurance	42,865	46,580
001-530541-230001-01-0000	Dental/Vision Insurance	6,774	5,600
001-530541-230001-02-0000	Life Insurance(Standard Insur. Co)	3,071	3,280
001-530541-230001-03-0000	Long Term Care(John Hancock Co.)	3,240	3,240
001-530541-230001-05-0000	Life Insurance(John Hancock VUL)	2,702	1,915
001-530541-240000-00-0000	Workers' Compensation	7,427	7,565
	Total Payroll Expenditures	107,312	105,350
	Operating Expenditures		
001-530541-340006-01-0000	Town Hall Janitorial	3,900	3,900
001-530541-400002-00-0000	Travel	1,000	-
001-530541-410001-00-0000	Cellular Phones	2,400	1,925
001-530541-430009-00-0000	Electricity - Outdoor Lighting	36,000	37,944
001-530541-431006-00-0000	Water - Public Works	500	50
001-530541-440001-00-0000	Rental Expense Equipment - copier	1,000	650
001-530541-450002-00-0000	Insurance Expense Prop-General Liability	26,187	26,187
001-530541-460060-00-0000	Maintenance - Equipment	40,000	107,220
001-530541-490900-00-0000	Misc. Charges	15,000	8,835
001-530541-510001-00-0000	Office Supplies	2,000	1,555
001-530541-520003-00-0000	Uniform Expense	1,200	1,145
001-530541-521001-00-0000	Vehicle Expense - Gasoline	10,000	11,435
001-530541-540004-00-0000	Membership/subscriptions & Dues	500	11,565
001-530541-541001-00-0000	Education/Training	1,000	1,225
	Total Operating Expenditures	140,687	213,636
Total Personal Services		\$ 208,692	\$ 188,105
Total Payroll Expenditures		\$ 107,312	\$ 105,350
Total Operating Expenditures		\$ 140,687	\$ 213,636
TOTAL ROADS & STREETS		\$ 456,691	\$ 507,091

**Town of Pembroke Park
Parks & Recreation Department
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
Personal Services			
001-570572-110000-00-0000	Full time Salaries	213,057	177,057
001-570572-140000-00-0000	Overtime	15,000	15,000
	Total Personal Services	228,057	192,057
Payroll Expenditures			
001-570572-210000-00-0000	FICA Taxes Expense	16,346	16,346
001-570572-220000-00-0000	Employee Retirement Expense	19,306	19,306
001-570572-230001-00-0000	Group Insurance	43,065	43,065
001-570572-230001-01-0000	Dental/Vision Insurance	8,084	8,084
001-570572-230001-02-0000	Life Insurance(Standard Insur. Co)	3,451	3,451
001-570572-230001-03-0000	Long Term Care(John Hancock Co.)	2,424	2,424
001-570572-230001-05-0000	Life Insurance(John Hancock VUL)	1,500	1,500
001-570572-240000-00-0000	Workers' Compensation	6,116	6,241
	Total Payroll Expenditures	100,292	100,416
Operating Expenditures			
001-570572-340006-05-0000	Contractual Services	2,000	2,975
001-570572-410001-00-0000	Cellular Phones & Beepers	1,500	1,500
001-570572-410005-00-0000	Phone Line - Behan Park	3,200	3,200
001-570572-410006-00-0000	Phone Line - Oglesby Preserve	800	6,000
001-570572-430003-00-0000	Electricity	16,000	16,000
001-570572-431003-00-0000	Water Charge	5,400	5,400
001-570572-450002-00-0000	Insurance - Property Liability	14,475	14,475
001-570572-460900-00-0000	Maintenance Repair Cars, Buildings, Equipment	25,000	25,400
001-570572-510001-00-0000	Office Supplies	400	400
001-570572-520003-00-0000	Uniform Expense	1,000	1,000
001-570572-520900-00-0000	Misc. Charge	7,500	7,500
001-570572-521001-00-0000	Gasoline Costs	4,000	4,000
001-570572-541001-00-0000	Memberships, dues, and subscriptions	900	900
001-570572-541001-00-0000	Education & Training, Registration, Books	1,000	1,225
	Pembroke Park Community Events	37,000	31,075
001-570572-640000-00-9049	Health Fair Festival - \$10,000		
001-570572-640000-00-9051	Egg Hunt - \$6,000		
001-570572-640000-00-9052	Toy Drive \$4,000		
001-570572-640000-00-9053	Turkey Drive - \$6,000		
001-570572-640000-00-9076	Walk A Thon - \$1,000		
001-570572-640000-00-9070	Kids Day Fall Festival - \$2,500		
001-570572-640000-00-9062	Food Distribution Farm Share - \$2,000		
001-570572-640000-00-9058	School Supply Drive \$3,500		
001-570572-640000-00-9066	Little Library Dispensers -\$2,000		
	Agro - Eco Community Garden & Centers	32,500	9,500
001-570572-640000-00-9055	Community Garden - \$25,000		
001-570572-640000-00-9056	Maculele Miami Brazilian Arts Institute - \$500		
001-570572-640000-00-9057	Relay for Life Event - \$2,000		
001-570572-640000-00-9059	Church of Christ - \$1,500		
001-570572-640000-00-9071	Club Richelieu - \$1,000		
	Florida International Trade & Cultural Expo (FITCE) - \$2,500		
001-570572-640000-00-9060	Newsletter Mailings	10,000	10,000
001-570572-640000-00-9063	Holiday Party	4,500	4,500
001-570572-640000-00-9064	Pet Fair	5,000	5,000
001-570572-640000-00-9075	Promotions All Community Events	7,500	7,500
	Total Operating Expenditures	179,675	157,550
Total Personal Services		\$ 228,057	\$ 192,057
Total Payroll Expenditures		\$ 100,292	\$ 100,416
Total Operating Expenditures		\$ 179,675	\$ 157,550
TOTAL PARKS		\$ 508,023	\$ 450,023

**Town of Pembroke Park
Capital Outlay & Equipment
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	COMMISSION		
001-510511-640003-00-0000	Machinery & Equipment (over 250.00)		6,482
	TOTAL COMMISSION	-	6,482
	ADMINISTRATION		
001-510512-640003-00-0000	Machinery and Equipment		22,755
001-510512-640003-00-0000	Vehicle Purchase		
	TOTAL ADMINISTRATION	-	22,755
	FINANCE		
001-510514-640003-00-0000	Machinery & Equipment		5,125
	TOTAL FINANCE	-	5,125
	LEGAL		
001-510515-640003-00-0000	Machinery & Equipment		5,315
	TOTAL FINANCE	-	5,315
	PLANNING & ZONING		
001-510513-640003-00-0000	Machinery & Equipment		450
	TOTAL FINANCE	-	450
	NON DEPARTMENTAL		
001-510519-640003-00-0000	Equipment, Security, Holiday Deco (+250)	10,000	5,415
001-530541-640000-00-9075	Fire & EMS Study Project #9075	25,000	-
001-530541-640000-00-9078	Town Hall Hardening Project	643,125	21,225
001-520521-640003-00-0000	Machinery and Equipment - Start up - POLICE		195,000
001-530541-640000-00-9077	Town Hall Restroom Improvements		27,295
	Renovation Town Hall - 3rd Floor		
001-510519-640003-00-9077	Hardware and Software Replacement	48,000	89,000
	TOTAL NON DEPARTMENTAL	726,125	337,935
	BUILDING		
001-524524-640003-00-0000	Machinery and Equipment	5,000	356,000
001-524524-640003-00-0000	Vehicle Purchase	50,000	-
	TOTAL BUILDING	55,000	356,000
	ROADS & STREETS		
001-530541-640003-00-0000	Machinery and Equipment	10,000	14,800
	County Line Rd Bike Path Sw 52 - SW 56th Ave	90,000	90,000
	SW 52nd Ave Complete Streets	144,000	-
	Bike Lanes & Sidewalk Improvements	30,000	18,236
	TOTAL ROADS & STREETS	274,000	123,036
	CODE ENFORCEMENT		
001-539539-640003-00-0000	Machinery & Equipment(over 250.00)		2,500
	TOTAL CODE ENFORCEMENT	-	2,500
	PARKS & RECREATION		
001-570572-640003-00-0000	Machinery and Equipment Community Garden (irrigation, signage)	10,000	6,138
	TOTAL PARKS AND RECREATION	10,000	6,138
Total Capital Outlay & Equipment		\$ 1,065,125	\$ 865,736

**Town of Pembroke Park
Capital Projects
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	PARKS & RECREATION		
001-570572-640000-00-9069	Community Garden Water Irrigation System Project #9069	10,000	540
001-570572-640000-00-9073	Parks Recreation Hall Concrete Slab Project #9073	4,000	
	Ryan Park - Canopy	45,000	5,000
	Howard Clark Sr Linear Walkway	12,500	12,500
	Olgesby Preserve Linear Walkway	65,000	-
001-570572-640000-00-9082	45 Year CDBG Tot Lot Playground Project Olgesby Preserve	105,400	111,000
	46 Year CDBG Olgesby Preserve Lighting (II)	99,512	-
	TOTAL PARKS AND RECREATION	341,412	129,040
Total Capital Outlay		\$ 341,412	\$ 129,040

**Town of Pembroke Park
Sewer Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved	FY2021 Budget
		Budget	Amendment
	Operating Revenue		
400-000340-343501-00-0000	Sewer Service Charges	2,725,000	2,725,000
400-000340-343502-00-0000	Fixture Charges	75,000	75,000
400-000340-343503-00-0000	Sewer Hookup Fees	10,000	10,000
400-000360-369900-00-0000	Other Misc. Revenue	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Non Operating Revenue		
400-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
400-000360-363230-00-0000	Impact Fees Physical Environment	187,929	187,929
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
	Total Operating Revenue	2,810,000	2,810,000
	Total Non Operating Revenue	207,929	207,929
	Fund Balance Reserve	-	-
Total Sewer Fund Revenue		\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Sewer Fund Expense
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
400-530535-120000-00-0000	Regular Full Time Salary	354,932	276,256
400-530535-140000-00-0000	Overtime	10,000	10,000
	Total Personal Services	364,932	286,256
	Payroll Expenses		
400-530535-210000-00-0000	FICA Taxes	27,152	27,152
400-530535-220000-00-0000	Employee Retirement Expense	50,406	50,406
400-530535-230001-00-0000	Group Insurance - Health	53,831	53,831
400-530535-230001-01-0000	Group Insurance - Dental & Vision	4,284	4,284
400-530535-230001-02-0000	Group Life Insurance - SIC	4,743	4,743
400-530535-230001-03-0000	Long Term Care Insurance - JHC	1,944	1,944
400-530535-230001-04-0000	Other Post Employment Benefits		
400-530535-230001-05-0000	Life Insurance - JHC VUL	3,794	3,794
400-530535-240000-00-0000	Workers' Compensation	14,854	14,854
	Total Payroll Expenses	161,007	161,007
	Operating Expenses		
400-530535-310002-00-0000	Professional Services Engineering		80,000
400-530535-340003-02-0000	Contractual Services - Legal Non Retainer		-
400-530535-340009-01-0000	Sewer Maintenance & Treatment-Hollywood	1,135,000	1,157,000
400-530535-340009-02-0000	Misc. Contractual Services - Sewer Dept.	15,000	15,000
400-530535-400001-00-0000	Travel	2,000	2,000
400-530535-410001-00-0000	Cellular Phones/ Beepers	3,000	3,000
400-530535-410009-00-0000	Telephone Lines	-	-
400-530535-430007-00-0000	Electricity-Sewer Pumps	35,000	39,000
400-530535-431006-00-0000	Water - Public Works	22,000	23,000
400-530535-450002-00-0000	Insurance - Property & Liability FLC	42,824	43,500
400-530535-460050-00-0000	Maintenance - Lift Stations	50,000	50,000
400-530535-460900-00-0000	Maintenance and Repair Car Bldg. & Equip.	80,000	80,000
400-530535-490005-00-0000	Bad Debt Expense		-
400-530535-490900-00-0000	Misc. Charges	20,000	23,000
400-530535-520003-00-0000	Operating Supplies - Uniform Expense	1,000	1,000
400-530535-521001-00-0000	Vehicle Expense - Gasoline	5,000	5,000
400-530535-540001-00-0000	Memberships	2,000	9,000
400-530535-541001-00-0000	Education & Training, Registration, Books	2,000	3,000
400-530535-581000-00-0000	Administrative Services GF Cost	421,500	421,500
400-530535-800000-00-0000	Depreciation/Amortization Expense	300,000	300,000
	TOTAL OPERATING EXPENSES	2,136,324	2,255,000
	CAPITAL PROJECTS		
400-530535-460050-00-0000	Maintenance - Lift Stations I&I	100,000	46,000
400-530535-640003-00-0000	New Sewer Truck		14,000
	Master Plan Update	40,000	40,000
400-530535-640005-00-0000	Federal and State Grant Match Funds		-
	Total Capital Projects	140,000	100,000
	Debt Service		
400-530535-710000-00-0000	Debt Service - Principal Payment	39,000	39,000
400-530535-720000-00-0000	Debt Service - Sinking Fund Interest	89,731	89,731
400-530538-730000-00-0000	Debt Service - Reserve Account	12,912	12,912
400-530538-730000-01-0000	Debt Service - S/T Assests Reserve	74,022	74,022
	Total Debt Service	215,665	215,665
	Total Personal Services	\$ 364,932	\$ 286,256
	Total Payroll Expenses	\$ 161,007	\$ 161,007
	Total Operating Expenses	\$ 2,136,324	\$ 2,255,000
	Total Capital Projects	\$ 140,000	\$ 100,000
	Total Debt Service	\$ 215,665	\$ 215,665
	Total Sewer Fund Expenses	\$ 3,017,929	\$ 3,017,929

**Town of Pembroke Park
Storm Water Fund Revenue
FY2021**

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Operating Revenue		
401-000340-343801-00-0000	Stormwater Management Utility Fees	1,400,000	1,400,000
	Total Operating Revenue	1,400,000	1,400,000
	Non Operating Revenue		
401-000330-331204-00-0000	41st Year CDBG - Phase I-Drainage Improvements for SW 25th Street and Park Road - Project # 3350	-	-
'401-000330-331204-00-0000	42nd Year CDBG - Phase II-Drainage Improvements for SW 25th Street and Park Road - Project # 3351	-	-
'401-000330-331204-00-0000	John P. Lyons Phase II Engineering and Design Project #3354	89,252	89,252
'401-000330-331204-00-0000	S.W. 25th St. Stormwater Improvements Phase III Project #3355	113,271	113,271
	County Line Road Stormwater Connection	90,000	90,000
401-000360-361100-02-0000	Interest Revenue LGIP	20,000	20,000
401-000360-363230-00-0000	Impact Fee Revenue Physical Environment	118,827	118,827
	Total Non Operating Revenue	431,350	431,350
401-000000-282000-00-0000	Use of Fund Balance Reserve		-
401-000000-282000-01-0000	Use of Unexpended Prior Year Funds Carry Over	-	-
	Total Operating Revenue	1,400,000	1,400,000
	Total Non Operating Revenue	431,350	431,350
Total Storm Water Fund Revenues		\$ 1,831,350	\$ 1,831,350

Town of Pembroke Park
Storm Water Fund Expense
FY2021

General Ledger Code/Description		FY2021 Approved Budget	FY2021 Budget Amendment
	Personal Services		
401-530538-120000-00-0000	Salaries	203,369	210,269
401-530538-140000-00-0000	Overtime	10,000	3,100
	Total Personal Services	213,369	213,369
	Payroll Expenses		
401-530538-210000-00-0000	FICA Taxes	15,558	15,558
401-530538-220000-00-0000	Employee Retirement Expense	20,337	22,000
401-530538-230001-00-0000	Group Insurance - Health	32,298	30,635
401-530538-230001-01-0000	Group Insurance - Dental & Vision	5,944	5,944
401-530538-230001-02-0000	Group Life Insurance - SIC	3,581	3,581
401-530538-230001-03-0000	Long Term Care Insurance - JHC	1,680	1,680
401-530538-230001-04-0000	Other Post Employment Benefits		
401-530538-230001-05-0000	Life Insurance - JHC VUL	2,094	2,094
401-530538-240000-00-0000	Workers' Compensation	9,611	9,611
	Total Payroll Expenses	91,103	91,103
	Operating Expenses		
401-530538-340003-02-0000	Legal/Non Retainer	4,000	4,000
401-530538-340005-00-0000	Engineering	5,000	3,500
401-530538-340011-00-0000	Professional Services	5,000	5,000
401-530538-410001-00-0000	Cell phones/Beepers	1,000	1,200
401-530538-430006-00-0000	Electricity - Drainage Pumps	25,000	38,000
401-530538-450001-00-0000	Insurance Expense FLC	-	-
401-530538-450002-00-0000	Insurance Expense Prop-General Liability	38,541	39,000
401-530538-460900-00-0000	Maintenance and Repair - Cars, Building & Other	50,000	63,500
401-530538-490900-00-0000	Misc. Charges	15,000	23,500
401-530538-520003-00-0000	Uniform Expense	500	500
401-530538-541001-00-0000	Memberships, Subscriptions and Dues	1,000	9,200
401-530538-541002-00-0000	Education & Training, Registration, Books	2,500	2,500
401-530538-581000-00-0000	Administrative Services GF Cost Allocation	210,000	210,000
401-530538-640001-00-9068	Hurricane IRMA	-	-
401-530538-800000-00-0000	Depreciation Expense	500,000	500,000
	Total Operating Expenses	857,541	899,900
	Capital Projects		0
401-530538-640001-00-0000	Machinery and Equipment New Stormwater Truck		5,200
401-941002-693200-00-3342	Meekins Lake Dredge and Fill Project # 3342		0
401-941002-693200-00-3352	County Line Rd. Stormwater and Sidewalk Engineering and Design Project #3353	119,002	119,002
401-941002-693200-00-3353	S.W. 25th St. Pump Station Project #3353		-
401-941002-693200-00-3354	John P. Lyons Phase II Engineering and Design Project #3354		-
401-941002-693200-00-3355	S.W. 25th St. Stormwater Improvements Phase III Project #3355	151,028	143,469
	County Line Road Stormwater Connection	90,000	90,000
	Master Plan Update	40,000	-
401-941002-693200-00-0000	Federal and State Grant Match Funds		0
	Total Capital Projects	400,030	357,671
	Total Personal Expenses	\$ 213,369	\$ 213,369
	Total Payroll Expenses	\$ 91,103	\$ 91,103
	Total Operating Expenses	\$ 857,541	\$ 899,900
	Total Capital Projects	\$ 400,030	\$ 357,671
	Total Storm Water Fund Expenses	\$ 1,562,043	\$ 1,562,043

AGENDA ITEM REPORT



To: Town Commission
Subject: Amendment to Interdev, LLC Contract (GIS Mapping Services)
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

On October 13, 2021 the Town Commission formally approved Phase 1 of a contract with InterDev LLC for the creation of a Geographic Information System Mapping (GIS) program for the Town. The Phase 1 contract covered the building of the system and specific layers based on departmental needs.

Staff is seeking approval of Phase 2 as an amendment to the original contract. As a part of Phase 2, InterDev will perform startup GIS activities for the Town's Police Department which will include updating the exiting configuration of the Town's ArcGIS environment, development of base layers, creation of a set of interactive maps, and providing consultation for integrating GIS with third-party CAD/RMS software. InterDev will also perform ongoing GIS maintenance activities for the Town to include creating additional base layers and department specific layers, maintaining existing base layers, performing data edits at specified intervals, performing GIS administrative functions, providing map updates, and responding to map requests.

The original contract was \$32,184.00. The additional services were included in the FY 2021/2022 budget and as follows:

- GIS Startup Services (Police Department) -- \$17,472.00
- GIS Ongoing Maintenance Services (Town) -- \$28,416.00
 - **Total: \$45,888.00**

RECOMMENDATION:

Approval of the Amendment to Interdev, LLC Contract

ATTACHMENTS:

[INTERDEV PDTPP](#)
[Signed Contract Phase one](#)

Harry Taubenfeld, Finance &
Budget Director

Status:
Pending

Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

Alpharetta (Global)

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



We have prepared a quote for you

GIS Project Services

QUOTE # 004707 V1

PREPARED FOR

Town of Pembroke Park

PREPARED BY

Jennifer Braithwaite

Scope of Work

InterDev will perform startup GIS activities for the Town of Pembroke Park's Police Department which will include updating the exiting configuration of the Town's ArcGIS environment, development of base layers, creation of a set of interactive maps, and providing consultation for integrating GIS with third-party CAD/RMS software. InterDev will also perform ongoing GIS maintenance activities for the Town of Pembroke Park, to include creating additional base layers and department specific layers, maintaining existing base layers, performing data edits at specified intervals, performing GIS administrative functions, providing map updates, and responding to map requests.

Startup GIS Activities – Police Department

Base Layer Development

Police Beats Layer (10 hours)

InterDev will work with Police Department personnel to develop a GIS layer depicting boundaries for police beat zones within the Town.

CAD/RMS Layer (20 hours)

InterDev will work with Police Department personnel and the CAD/RMS third-party vendor to create a GIS layer representing CAD/RMS records. This layer will be the foundation for GIS integrations with CAD and/or RMS as well as the interactive maps.

Interactive Maps (40 hours)

InterDev will develop an interactive map that will include the above base layers and functionality such as address search, CAD/RMS information in pop-ups, etc. InterDev will develop two interactive maps for tow audiences. The first will be focused on displaying layers and data to staff users. The second map is intended to share an appropriate level of information with the public (as deemed by the Town). This may include, but is not limited to, hiding personally identifiable information, generalizing location data, etc. These interactive maps will serve as the basis for maps, applications, and tools that can be developed in the future for expanding GIS needs in the Police Department.

Consultation for CAD/RMS Systems Integrations (64 hours)

InterDev will assist in determining Police Department needs for GIS integrations with third-party CAD and/or RMS systems. This includes attending virtual meetings, communicating with third-party vendors regarding GIS specifications, establishing GIS workflows, etc. It is common for system integrations to require prioritization of certain layers above others. The above layers have been identified initially for consideration. Any additional activities outside this block of hours, will be reported and discussed.

Training (24 hours)

InterDev will provide several training sessions to Police Department staff in the use of created layers, maps, applications, tools, and systems integrations.

Miscellaneous (24 hours)

Documentation, status and other reporting activities, miscellaneous map requests.

Ongoing GIS Maintenance Activities – Town

GIS Environment Maintenance and Administration (8 hours)

InterDev will provide ongoing maintenance of the ArcGIS Environment, including managing users, security permissions, and content in the Town's ArcGIS Online and Mosaic GIS™ environments.

Map Updates (16 hours)

InterDev will provide updates to the interactive "Town Map" as requested by the Town staff. This includes, but is not limited to, reordering layers, updating symbology and labels, reconfiguring pop-ups, and adding additional widgets and features.

Develop Additional Layers

InterDev will provide layer development services to aid the town in acquiring or developing the following layers as requested by Town staff.

Alcohol Licenses (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts location and attribute information for Alcohol Licenses. This layer will be developed from existing Business Tax Receipt data.

Houses of Worship (10 hours)

InterDev will attempt to source location and attribute data for Houses of Worship from external sources where available, assist in developing new data where prudent, and consult with the town on work deemed outside of scope.

Schools (10 hours)

InterDev will assess availability and usefulness of county school data as-is and either access it directly or import and enhance for usability in GIS maps and applications.

Gas Stations (10 hours)

InterDev will attempt to source location and attribute data for Gas Stations from external sources where available, assist in developing new data where prudent, and consult with the town on work deemed outside of scope.

Adult Businesses (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts location and attribute information for Adult Businesses. This layer will be developed from existing Business Tax Receipt data.

Private Developments (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts location and attribute information for Private Developments. This layer has been identified by staff as a priority layer and one which needs frequent updates.

Future Land Use (10 hours)

InterDev will work with Planning and Zoning staff and coordinate with other staff members as necessary to develop a GIS layer which depicts future land use zones/districts. This layer has been identified by staff as a priority layer.

Maintenance of Existing Layers

InterDev will provide ongoing maintenance and data edits to the following layers.

County Parcel Layer (36 hours)

Update the parcel base layer monthly by reconciling and merging parcel mapping updates processed by Broward County.

Address Layer (6 hours)

Update quarterly with new addresses and address changes.

Permitting Layer (48 hours)

Update monthly with new permits, update attributes of existing permits.

Code Violations Layer (48 hours)

Update monthly with new code violations.

Additional Layers (24 hours)

Quarterly and/or monthly updates for the layers outlined above in the “Develop Additional Layers” section as well as any other previously developed layers as requested by Town staff.

Miscellaneous (24 hours)

Documentation, status and other reporting activities, miscellaneous map requests.

Training (16 hours)

InterDev will provide several training sessions to staff members in the use of created layers, maps, applications, and tools to maximize the town’s GIS adoption rates and improve GIS literacy.

Deliverables

- Execution of Startup GIS Activities (for the Police Department)
- Execution of Ongoing GIS Maintenance Activities (Town)
- Reporting on layer development and system integrations and execution of any additional activities that fit within initial block of hours
- Documentation of GIS operating procedures
- Monthly status updates or other agreed upon time
- Software Training/Demonstration

Services

Description	Price	Qty	Ext. Price
GIS Services GIS Startup Services (Police Department)	\$96.00	182	\$17,472.00
GIS Services GIS Ongoing Maintenance Services (Town)	\$96.00	296	\$28,416.00
Subtotal:			\$45,888.00

Notes and Assumptions

- This quote does not include any annual software subscription costs (e.g. Mosaic GIS™, ArcGIS Online).
 - InterDev will invoice separately for Mosaic GIS as outlined in the original agreement.
 - ArcGIS Online is a software-as-a-service solution provided by ESRI. Any related maintenance or subscription costs should be remitted to ESRI according to ESRI's terms and conditions.
- This is a not-to-exceed (NTE) quote. InterDev will bill the Town monthly for all services performed in the preceding month. The total cost of the project shall not exceed \$45,888.00 and the total amount of project hours shall not exceed 478 hours.
- Circumstances may arise which are beyond the control of InterDev and its employees which may result in the inability to fully deliver all the items listed in the scope of work. InterDev will make every reasonable effort to provide satisfactory service on all items listed in the scope of work, but makes no guarantees that all items will be fully completed within the not-to-exceed amount of hours (478 hours).

7706434400
jbraithwaite@interdev.com
www.interdev.com



GIS Project Services



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

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

Quote Information:
Quote #: 004707
Version: 1
Delivery Date: 08/02/2021
Expiration Date: 09/01/2021

Quote Summary

Description	Amount
Services	\$45,888.00
Total:	\$45,888.00

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

Alpharetta (Global)

Town of Pembroke Park

Signature: _____

Signature: _____

Name: Jennifer Braithwaite

Name: Mark Pakula

Title: Business Development Manager

Date: _____

Date: 08/02/2021

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this 13 day of October 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Interdev, LLC, a Georgia Limited Liability company authorized to transact business in Florida ("Vendor"), whose principal offices are located at 900 Holcomb Woods Parkway, Roswell, GA 30076.

WHEREAS, the Town of Pembroke Park desires to hire a geographical information systems ("GIS") technology management company to install and maintain GIS software for the Town; and

WHEREAS, Section 2-126(c)(5) allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement with the city of Milton, Georgia, ("Initial Agreement") for the provision of managed GIS services which commenced on November 1, 2018, and shall terminate, on September 30, 2025; and

WHEREAS, the Town has determined that the Initial Contract meets the requirements of Section 2.126(c)(5) of the Town Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

WHEREAS, the Town has determined that entering into a piggyback contract with Vendor is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. The Initial Agreement is attached hereto as Exhibit B.

3. **Order of Precedence in the Event of Conflict.** In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. this Agreement shall be first in order of precedence.
- b. the Initial Agreement shall be next.
- c. Vendor's proposal (Exhibit A) shall be last.

4. **Term.** This Agreement shall be in effect for 12 months from the date of execution. The Agreement may be renewed, as long as the terms, conditions and pricing remain the same, for up to two (2) one (1) year terms.

5. **Scope.** The scope of this Agreement shall be as set forth in Vendor's proposal, attached as Exhibit A.

6. **Compensation.** The not to exceed amount of this Agreement shall be \$32,184 (Thirty Two Thousand One Hundred and Eighty Four Dollars) for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

7. **Method of Billing and Payment.** Invoices will fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act.

8. **Public Records.** Vendor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.
- b. Upon request from the Town's custodian of public records, provide the custodian 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 this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If Vendor transfers all public records to the Town upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

a. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract

renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

b. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded VENDOR:

i. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or

ii. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or

iii. Has been engaged in business operations in Cuba or Syria.

c. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of any amount if the awarded VENDOR has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. **Indemnity.** Vendor shall protect and defend at Vendor's expense, counsel being at the discretion of the Vendor, subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents ("Indemnitees") 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 Vendor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Vendor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Vendor under this Agreement may be retained by Town until all of Town'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 Town.

11. Termination.

a. Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within fifteen (15) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the Town 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, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect invoices, failure to perform services to the Town's satisfaction; or failure to continuously perform services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. Termination for Convenience. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Vendor at least thirty (30), days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and, sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Vendor, for Town's right to terminate this Agreement for convenience.

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

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

a. **Public Entity Crime Act.** Vendor 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 Vendor, 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 Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or under a contract with the Town; and may not transact any business with Town 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 thirty-six (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 Town pursuant to this Agreement, and may result in debarment from Town's competitive procurement activities.

b. **Jurisdiction, Venue, and Waiver of Jury Trial.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in Broward County, Florida. ALL PARTIES HERETO WAIVE A RIGHT TO TRIAL BY JURY.

c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

d. **Compliance with all Federal, State and local ethics laws.** Vendor shall at all times comply with all federal, state and local ethics laws, including the Broward County Code of Ethics.

e. **Severability Clause.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof.

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

CONTRACTOR



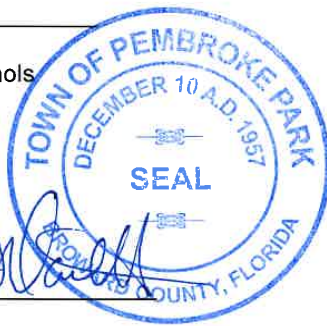
InterDev, LLC

Name: Gary Nichols
Title: CEO

ATTEST:



TOWN CLERK



TOWN OF PEMBROKE PARK



MAYOR

Approved as to form and legal
sufficiency



TOWN ATTORNEY

Melissa Anderson

TOWN OF PEMBROKE PARK
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Interdev ("Vendor"), , LLC, a Georgia Limited Liability company authorized to transact business in Florida ("Vendor"), whose principal offices are located at 900 Holcomb Woods Parkway, Roswell, GA 30076.

WHEREAS, earlier in 2021, the Town entered into an Agreement (the "Agreement") with Vendor to provide software GIS services; and

WHEREAS, the Town and Vendor desire to amend the scope of the Agreement to allow for the Vendor to provide further work on the GIS project for the Town; and

WHEREAS, the Town has determined that amending the Agreement to allow the Vendor to provide further services is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.
2. **AMENDMENT TO SCOPE.** The revised scope shall be contained in Exhibit A.
3. **REVISED LUMP SUM TOTAL.** The cost, as set forth in Exhibit A, for the revised scope shall be \$45,888.00 (Forty-five thousand eight hundred eighty-eight Dollars) the lump sum total shall not exceed \$50,476.00 (Fifty-five thousand four hundred seventy-six Dollars).

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

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

ATTEST:

MAYOR

Approved as to form and legal
sufficiency

TOWN CLERK

TOWN ATTORNEY

EXHIBIT A

AGENDA ITEM REPORT



To: Town Commission
Subject: Piggyback Contract from North Bay Village for Town Holiday Decorations
Meeting: 11 23 2021 SPECIAL COMMISSION MEETING - Nov 23 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Commission approved for Staff to move forward with the purchase new holiday decorations Vice Mayor Dieuville selected one option which is being presented for approval.

FINANCIAL IMPACT:

Not to exceed \$25,000 as budgeted

RECOMMENDATION:

Approval to use attached contract per procurement guidelines

ATTACHMENTS:

[2020-09-22 Artistic Holiday Design - Holiday Lighting and Decorations](#)
[AHD-Pembroke Park-2021-v4 w pricing](#)
[Northbay village](#)
[Resolution Awarding Holiday Lights and Decorations](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 18 2021
Melissa Anderson, Town Attorney	Approved - Nov 18 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

**SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
Artistic Holiday Designs
FOR
PLANNING SERVICES**

THIS AGREEMENT is made between Artistic Holiday Designs, an active, for-profit Florida corporation (hereinafter the “Provider”), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the “Village”). Provider and Village may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to the Village’s Code of Ordinances the Village issued Request for Proposals No. 2020-02 for Holiday Lightning and Decorations Design and Display Services (the “RFP”) to provide holiday lightning, decorations design, display services, installation and regular maintenance of decorations; and

WHEREAS, Provider duly submitted a timely response, was ranked as the top firm, and was awarded the RFP by the Village Commission during its September 11, 2020 Regular Commission; and

WHEREAS, the Village and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services as specified herein

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the Village agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish those services to the Village as set forth in Exhibit “A,” dated June 18, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference (the “Scope of Services” or the “Services”). Provider’s Response to the RFP (the “Proposal”) is also incorporated into this Agreement in Exhibit “A”.

- 1.2 The Parties recognize that the Scope of Services has a specified time frame which shall govern performance.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

- 3.1 The Village shall pay to Provider, and Provider shall be entitled to be paid, a fee, invoiced and payable thirty (30) days after a submitted invoice, based on the time values provided in Provider's Proposal for the work in the Scope of Services. Additional work performed beyond the Scope of Services ("Additional Work") requires the consent of the Village Manager and shall be compensable in addition to the compensation provided for the initial Scope of Services. Any additional work performed without the Manager's consent shall not be compensable.
- 3.2 Provider shall invoice the Village for all services rendered. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 Provider shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Provider shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.
- 3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Subcontractors.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

- 4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the in possession of the Village that may be necessary for the completion of the Scope of Services.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform the Planning Services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional service provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the Village Manager, the Provider shall at Providers sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Termination.**

- 7.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Provider to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.
- 7.2 Upon receipt of the Village's written notice of termination, Provider shall stop work on the Services.

- 7.3 In the event of termination by the Village, the Provider shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format specified by the Village within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If the Provider wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Provider being unable to do business with the Village in the future.

8. **Insurance.**

- 8.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.
- 8.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. **Nondiscrimination.**

- 9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

11.1 Provider shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or neglect of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

11.2 The provisions of this section shall survive termination of this Agreement.

11.3 Ten dollars (\$10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Ralph Rosado, PhD, AICP
 Village Manager
 North Bay Village
 1666 Kennedy Causeway, 3rd Floor
 North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.

Weiss Serota Helfman Cole & Biermam, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider:

Derek Norwood
President
Artistic Holiday Designs
202 Stephen Street
Lemont, Illinois 60439

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do not contradict the terms of this Agreement.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the Village under this Agreement shall be the property of the Village.

15.2 In addition to other contract requirements provided by law, Provider shall:

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

15.2.2 Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

15.2.3 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 Village.

15.2.4 Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Provider or keep and maintain public records required by the Village to perform the service. If the Provider transfers all public records to the Village upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

15.3 The Village may cancel this Agreement for refusal by the Provider to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the Village's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Representations and Warranties of Provider.**

19.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

19.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

19.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

19.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

19.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

20. **Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21. **Non-collusion.**

21.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

22. **Truth in Negotiating Certificate.**

22.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

23. **Waiver**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **Prohibition of Contingency Fees.**

25.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

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

26. **Force Majeure.**

26.1 It is understood that performance of any act by the Village or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

27. **Counterparts**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

NORTH BAY VILLAGE

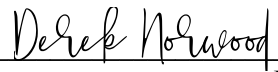

Elora Riera, CMC, Village Clerk

By: 
Ralph Rosado, PhD, AICP, Village Manager
Date: 9/22/2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of North Bay Village Only:


Weiss Serota Helfman Cole & Bierman, PL
Village Attorney




Derek Norwood
President
Artistic Holiday Designs

By: President

Date: 9/22/2020

Exhibit “A”
Scope of Services
and
Cost Proposal

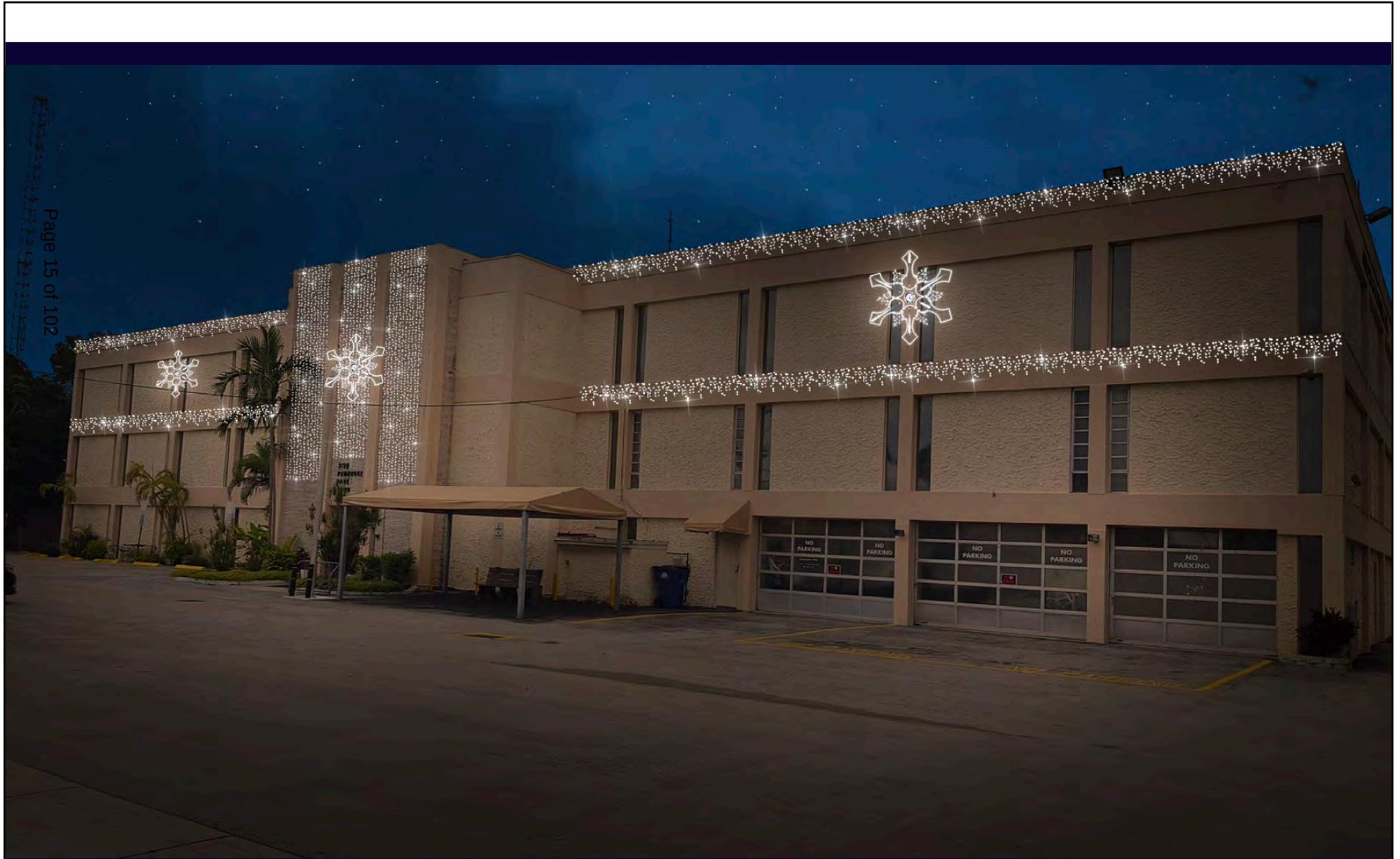
Artistic

Holiday Designs

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2021 HOLIDAY LIGHTING PEMBROKE PARK, FL





Town Hall

Artistic
Holiday Designs



Hallandale Beach Blvd 1 - Option 1

Artistic
Holiday Designs



Hallandale Beach Blvd 1 - Option 2

Artistic
Holiday Designs



Hallandale Beach Blvd 2 - Option 1

Artistic
Holiday Designs



Hallandale Beach Blvd 2 - Option 2

Artistic
Holiday Designs

PRICING PER ITEM						
Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty
<i>Townhall</i>						
201708 - Pandora Flake	H 6.56ft x W 6.88ft x D 1.64ft	3	\$1,916.20	\$5,748.60	\$702.61	\$2,107.82
PW Icicle - Icicle Lights	200 Ft	200	\$18.50	\$3,700.00	\$18.50	\$3,700.00
PW Curtain - Curtain Lights		45	\$14.50	\$652.50	\$14.50	\$652.50
Field Services	Install, Service, Takedown, Storage	1		\$8,500.00		\$8,500.00
<i>Hallandale Beach Blvd 1 - Option 1</i>						
203139 - Silver Sparkle Cone Tree	H 10.82ft x W 10.82ft x D 4.92ft	2	\$5,577.00	\$11,154.00	\$2,044.90	\$4,089.80
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
202720 - 3D Giftbox - Blue	H 3.28ft x W 4.43ft x D 3.28ft	1	\$1,633.50	\$1,633.50	\$598.95	\$598.95
<i>Hallandale Beach Blvd 1 - Option 2</i>						
409233-R - Radiant Snowflake - 6.5ft	H 6.56ft x W 6.88ft x D 1.64ft	2	\$4,243.80	\$8,487.60	\$1,945.08	\$3,890.16
408903 - 2D/3D Enchanted Pure Blue Snowflake	H 9.84ft x W 9.84ft x D 2.62ft	1	\$4,372.50	\$4,372.50	\$1,603.25	\$1,603.25

PRICING PER ITEM							
Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty	
<i>Hallandale Beach Blvd 2 - Option 1</i>							
201755 - 2D/3D Enchanted Pure White Ornament	H 9.84ft x W 7.54ft x D 2.62ft	2	\$3,927.00	\$7,854.00	\$1,439.90	\$2,879.80	
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26	
<i>Hallandale Beach Blvd 2 - Option 2</i>							
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26	
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82	
201753-R - 2D/3D Enchanted Tree	H 9.8ft x W 6.5ft x D 2.62ft	1	\$2,177.86	\$2,177.86	\$1,558.33	\$1,558.33	
Median Decor: field services TBD once decor is selected.							
<i>Median Trees</i>							
5MM50-PWT-C - Pure White Coaxial Twinkle Lights	24 Palm Trees - 20 strands each	480		\$6,945.60		\$6,945.60	
	Includes Labor - Lease only product						
Total				\$65,092.68		\$38,298.37	

Thank You

Page 22 of 102

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com





North Bay Village

REQUEST FOR PROPOSAL

Holiday Lighting and
Decorations Design and
Display Services

RFP 2020-002

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REQUEST FOR PROPOSAL

RFP 2020-002

Holiday Lightning and Decorations Design and Display Services

NOTICE: Sealed statements of proposals for consideration to provide the services detailed in the scope of services listed below shall be *electronically* received by:

www.demandstar.com

Elizabeth Carrino, Procurement Manager

Time: By 10 AM

Date: Wednesday, July 15, 2020

The submittals shall be clearly titled:

**“Holiday Lightning and Decorations Design and
Display Services RFP 2020-002”**

All submittals shall be electronically opened and recorded on Wednesday, July 15, 2020 at 2 PM. Late submittals shall **not** be accepted or considered.

If you have any questions in regards to this matter, please email ecarrino@nbvillage.com.

The Village reserves the right to negotiate or reject any and all proposal(s), and re-advertise deemed to be in the best interest of the Village or to waive any informality in any submittal.

Respondents are to submit via electronically through www.demandstar.com.
See instructions below.

Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web application interface for managing bids. At the top, there is a navigation bar with tabs: 'Board', 'Bids' (selected), 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the navigation bar, there is a large orange arrow pointing right with the word 'Bids' inside it. To the right of this arrow, there is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements, there is a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. The list items are as follows:

Bid ID	Agency	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID

Active

Bid Details

Agency Name

agency2.0

Bid Writer

agency2.0 id

Bid ID

EBID-123456-0-2020/AD

Bid Type

EBID - E-BID

Broadcast Date

02/06/2020 2:40 AM Eastern

Fiscal Year

2020

Due

02/28/2020 11:00 PM Eastern

Bid Status Text

BID STATUS

Scope of Work

Scope to Work

Documents

Filename	Type	Date Modified	Status
file	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond

None

Plan (blueprint)

None

E-Bidding

Submit

Distributed By

DemandStar

Distribution Method

Download and Mail

Distribution Options

Bid has no blueprints associated with it

Project Estimated Budget

\$120,000.00

Distribution Notes

None

Publications

View Legal Ad

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Galiardi

Home > Bids > TESTBID > My Ebid Response

Save & Finish Later Cancel

Bid Details

Agency Name agency2.0

Bid Number EBID-123456-Q-2020/AD

Bid Due Date 02/29/2020 (PST)

Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining

Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country
United States of Ame...

State/Province
Pennsylvania

County
Select...

Postal Code
15230-0717

Phone Number
4127876810

Extension
Extension (optional)

Bid Amount
127,000 Invalid

Alternate Bid Amount
Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

7

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Gallardi

Home > Bids > TESTBID > My E-Bid Response

Save & Finish Later Cancel

E-Bid Response

Bid Details

Agency Name: agency2.0
Bid Number: EBID-123456-0-2020/AD
Bid Due Date: 02/29/2020 (PST)
Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

Contact Information
Documents Upload
Review Bid

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing Web Format (*.DWF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLSX)
- Microsoft Word (*.DOC)
- Plain Text (*.TXT)
- Rich Text Format (*.RTF)
- WordPerfect (*.WPD)
- AutoCAD Drawing (*.DWG)
- GIF Image (*.GIF)
- Microsoft Excel (*.XLS)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOCX)
- Plot file (*.PLT)
- TIFF Image (*.TIF)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents

You can upload additional documents here.

Document Title:

Add Document

Previous Next

8

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name

agency2.0

Bid Number

ESIO-123456-0-2020/AD

Bid Due Date

02/28/2020 (PST)

Bid Opening

19 days, 13 hours, 28 minutes, 21 seconds Remaining

Bid Name

TESTBID

E-Bid Progress

Contact Information

Documents Upload

Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

Adobe Acrobat (*.PDF)

AutoCAD Drawing (*.DWG)

AutoCAD Drawing Web Format (*.DWF)

AutoCAD Image (*.JPG)

Microsoft Excel (*.XLSX)

Microsoft Word (*.DOC)

Plain Text (*.TXT)

Rich Text Format (*.RTF)

WordPerfect (*.WP)

GIF Image (*.GIF)

Microsoft Excel (*.XLS)

Microsoft PowerPoint (*.PPT)

Microsoft Word (*.DOC)

Plot File (*.PLT)

TIFF Image (*.TIF)

ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
☒ Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Document Title

Document Title

Add Document

Required Document	Submission Option	Uploaded Document
☒ Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
☒ References	Electronic/Online	References.PDF
☒ Plans	Online/Electronic	Choose a file

Previous

Upload

9

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns. The left column contains 'Bid Details' and 'E-Bid Progress'. The right column contains 'Contact Info', 'Agency Required Documents', and 'Supplemental Documents'. A red arrow points to the 'Submit Response' button at the bottom right of the page.

Bid Details

Agency Name	agency2.0
Bid Number	ESD-123456-0-2020-00
Bid Due Date	01/29/2020 (PST)
Bid Opening	23 days, 04 hours, 10 minutes, 47 seconds Remaining
Bid Name	TESTBID

E-Bid Progress

- Contact Information
- Documents Uploaded
- Review Bid

Contact Info

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 727
Address 2	
City	Pittsburgh
State	Pennsylvania
Country	United States of America
Postal Code	15230-0717
Phone Number	4127876810
Fax	
Bid Amount	\$127,000.00
Alternate Bid Amount	
Notes	For the full 6 month contract

Agency Required Documents

- Service Desc agency2.0 (Electronic/Online)

Supplemental Documents

- References (Electronic/Online)

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-3005.

[Previous](#) [Submit Response](#)

PROJECT OVERVIEW

By way of this RFP, North Bay Village is soliciting proposals from qualified parties and/or firms to deliver **Holiday Lightning and Decorations Design and Display Services** (the "Services"). The Village is interested in working with a qualified contractor to:

- Provide their best design concept for a holiday lighting and decoration display for North Bay Village. The decorations are limited to the entrance signs of Harbor Island, Treasure Island, and North Bay Island; and along the Kennedy Causeway, the length of North Bay Village. Color renderings of the proposed design are required in the submittal.
- Develop, supply, install, remove, maintain and store all the lighting and custom decorations proposed.
- Utilize Light Emitting Diode (LED) lighting in the proposed displays.
- Inspect all lighting and decorations on a weekly basis and repair those lights and decorations that properly functioning.

Through the process described herein, persons and/or firms interested in assisting the Village with the provision of the Services must prepare and submit a proposal containing no less than the information requested herein. The Village will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFP, the determination of which shall be in the sole discretion of the Village.

As part of their proposals firms/individuals must provide a list of related projects or similar type of work with contact names, phone numbers, email address and service dates.

All questions, copies of the complete RFP, or concerns should be directed to the following email: ecarrino@nbvillage.com. Inquiries must reference "**Holiday Lightning and Decorations Design and Display Services RFP 2020-002**" in the subject line.

No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the Village to award a contract subject to cancellation as provided herein. The Village may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

SCHEDULE OF EVENTS

RFP Available on Demandstar www.Demandstar.com and www.northbayvillage-fl.gov	Date: Thursday June 18, 2020
Non-Mandatory Pre-Bid Zoom Conference Meeting Meeting ID: 841 5992 6554 Password: 2020002	Time: 9 AM Date: Thursday June 25, 2020
Deadline for Written Questions To be sent to ecarrino@nbvillage.com	Time: 11 AM Date: Friday July 3, 2020
Q & A Response www.Demandstar.com and www.northbayvillage-fl.gov	Time: 11 AM Date: Wednesday July 8, 2020
Deadline for Electronic Submittal through www.Demandstar.com	Time: 10 AM Date: Wednesday July 15, 2020
Electronic Proposal Opening through Zoom. Meeting ID: 841 5992 6554 Password: 2020002	Time: 2 PM Date: Wednesday July 15, 2020
Evaluation Committee Receives Responses for Review	Time: 5 PM Date: Wednesday July 15, 2020
To be Approved by Commission	Time: TBA Date: Tuesday September 8, 2020
Notice of Intent to Award to be Posted on www.Demandstar.com	Time: 10 AM Date: Wednesday September 9, 2020
Contract Sent to Vendor	Time: 10 AM Date: TBD TBD
Contract Start Date	TBD

**SECTION 1.0
GENERAL TERMS AND CONDITIONS**

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Commission.

Contract: The written agreement between the Village and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Bay Village's Village Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose proposal is accepted and who enters into a Contract with North Bay Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Proposal Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.

Village Manager: The Manager of North Bay Village, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with North Bay Village.

Owner: The term Owner as used in this Contract shall mean North Bay Village.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the proposer.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the proposer in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the Village to encourage full and open competition among all available qualified vendors. To receive solicitation document, specifications and updates email ecarrino@nbvillage.com

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager. Such inquiries or request for information shall be submitted to the Procurement Manager and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically sent to ecarrino@nbvillage.com or mailed to the Procurement Manager, 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141.

During the Cone of Silence the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village's professional staff including, but not limited to Village Commission, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to Elizabeth Carrino, Procurement Manager at ecarrino@nbvillage.com

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A.** Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B.** Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for any deliveries as required by the RFP conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary

examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.

- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in North Bay Village Purchasing Code and applicable Miami-Dade County Ordinances, Florida State Statutes and Federal Statutes.

1.5 SUBMISSION OF PROPOSALS

- A. Proposals and Addenda thereto shall be submitted through www.demandstar.com
Refer to page 3 for instructions.
- B. Proposals must be submitted on the forms furnished. Proposers shall have sole responsibility of insuring submission of proposals on time and through the proper site.

1.6 ADDENDA

The Procurement Manager may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The Village reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the submitting date and time (see Schedule of Events) will be considered timely. Proposals and modifications received after the submitting date and time for the proposal will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Procurement Manager on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Procurement Manger by Friday, July 3, 2020.

1.12 INVOICING/PAYMENT

All invoices should be sent to: North Bay Village, Finance Department, 1666 Kennedy Causeway Suite 300, North Bay Village, FL 33141. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

1.13 COMPETENCY OF PROPOSERS

- A.** Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B.** The Village may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the Village. In all cases North Bay Village shall have no

liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Procurement Manager
North Bay Village
Attention: Elizabeth Carrino
Phone: (305) 756-7171
E-mail: ecarrino@nbvillage.com

and

To the Village Attorney
Daniel Espino
North Bay Village
Phone: (305) 854-0800
E-mail: Despino@wsh-law.com

To the Proposer

Notices will be sent to the proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the proposer shall be considered to be at all times the sole employees of the proposer under the proposer's sole direction, and not employees or agents of North Bay Village. The proposer shall supply competent and physically capable employees and the Village is authorized to require the proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF PROPOSAL

The Evaluation Committee will make a recommendation of the highest rank based upon evaluation criteria. The Village reserves the right to award to more than one proposer. The Village reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

1.17 PROTESTS

Right to Protest. Any proposer or interested parties (hereinafter collectively referred to as the "proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in Village Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFP.

1. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Procurement Manager with copy to the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
2. Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Procurement Manager with copy to the Village Manager and Village Attorney. A protest of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing within ten days of the award of the contract. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Village Manager's written recommendation to the Village Commission.
3. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

4. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
5. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
6. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami- Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
7. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
8. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
9. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.
10. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
11. At the time the Village Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Village Commission, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Commission of any legal issues relative to any protest filed in connection with the RFP in question.
12. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

1.18 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Proposer.

1.19 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her proposal(s) rejected for: Poor performance or default, in the Village's opinion, on previous contracts with the Village. Poor performance or default, in the Village's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

1.20 SUBCONTRACTING

Refer to Section 2, *Special Conditions*.

1.21 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Village.

1.22 FRAUD AND MISREPRESENTATION

In accordance with Village Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The Proposer, by affixing his/her signature to this proposal, agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any

patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless North Bay Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the Village shall be entitled to attorney's fees and costs of defense, which North Bay Village, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of North Bay Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover North Bay Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 QUANTITIES

The Village specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the proposal form by the Proposer.

1.31 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.33 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.35 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit this attached form indicating understanding and compliance with the Village's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Village within five calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

1.37 ACCESS TO RECORDS

The Village reserves the right to require the proposer to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The proposer shall retain all records pertaining to the Agreement and upon request make them available to the Village for three years following expiration of the Agreement. The proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards at no cost to the Village.

1.38 INSURANCE REQUIREMENTS

The proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the proposer shall furnish to the Procurement Manger, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the proposer as required by Florida Statute 440. Should the proposer be exempt from this Statute, the proposer and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. North Bay Village must be shown as an additional insured with respect to this coverage. The mailing address of North Bay Village 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. North Bay Village must be shown as an additional insured with respect to this coverage. The mailing address of North Bay Village 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

NOTE: NORTH BAY VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Village notification to proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the Village. If the proposer fails to submit the required insurance documents in the manner

prescribed in the Agreement within twenty (20) calendar days after Village notification to comply, the proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

1.39 VILLAGE WEBSITE

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Village Clerk's "Bid's & RFP's" page, which can be found at: <https://northbayvillage-fl.gov/bids>

1.40 DISCLAIMER

North Bay Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to North Bay Village's requirements will not be considered. After all proposals are analyzed, proposer(s) submitting proposals that appear, solely in the opinion of North Bay Village, to be the most qualified, shall be submitted to North Bay Village's Village Commission, and the final selection will be made thereafter with a timetable set solely by North Bay Village. The selection by North Bay Village shall be based on the RFP, which is, in the sole opinion of the Village Commission of North Bay Village, in the best interest of North Bay Village. The issuance of this RFP constitutes only an invitation to make presentations to North Bay Village. North Bay Village reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFP. In all cases North Bay Village shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

1.41 CONFIDENTIALITY

As a political subdivision, North Bay Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, proposer acknowledges that the materials submitted with the proposal and the results of North Bay Village's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

1.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the proposer shall perform the same as though they were specifically mentioned, described and delineated.

The proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

The proposer acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The proposer agrees to provide input on policy issues in the form of recommendations.

The proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The proposer agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.43 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The proposer warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the proposer deemed necessary in order to determine the price the proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Village shall have no obligation to pay the proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the proposer.

All Services undertaken by the proposer before Village's approval of this Contract shall be at the proposer's risk and expense.

1.44 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the proposer may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

1.45 MANNER OF PERFORMANCE

- A.** The proposer shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the proposer in all aspects of the Services. At the request of the Village, the proposer shall promptly remove from the project any proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the proposer.
- B.** The proposer agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any proposer's personnel performing services hereunder at the behest of the Village. Removal and replacement of any proposer's personnel as used in this Article shall not require the termination and or demotion of such proposer's personnel.
- C.** The proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D.** The proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E.** The proposer shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F.** The proposer shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.46 INDEPENDENT CONTRACTOR RELATIONSHIP

The proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the proposer's 's sole direction, supervision and control. The proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the proposer s relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The proposer does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

1.47 AUTHORITY OF THE VILLAGE'S CONTRACT MANAGER

- A.** The proposer hereby acknowledges that the Village's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B.** The proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C.** The proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the proposer and the Contract Manager are unable to resolve their difference, the proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D.** In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether proposer s performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the proposer to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.49 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.50 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A.** The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- B.** The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C.** Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D.** The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E.** The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the Village's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F.** The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property;
 3. Cancel orders;
 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Village under the Agreement.
- G.** In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H.** All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

- A.** An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Village where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B.** When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C.** In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost revenues;
- B.** The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including

procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PATENT AND COPYRIGHT INDEMNIFICATION

- A.** The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B.** The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- C.** In the event any Deliverable or anything provided to the Village hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Village's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Village, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D.** The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.
- E.** The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.57 PROPRIETARY RIGHTS

- A.** The proposer hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the proposer hereunder or furnished by the proposer to the Village and/or created by the proposer for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The proposer shall not, without the prior written consent of the Village, use such documentation on any other project in which the proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.
- B.** All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the proposer and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C.** Accordingly, neither the proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Village, except as required for the proposer's performance hereunder.

1.58 VENDOR APPLICATION AND FORMS

Proposer shall be a registered vendor with the Procurement Manager for the duration of the Agreement. It is the responsibility of the proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

1.59 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A.** Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B.** Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami Dade County Code, and Ordinance 01-199.
- G. North Bay Village Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.60 NONDISCRIMINATION

During the performance of this Contract, proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the proposer or any owner, subsidiary or other firm affiliated with or related to the proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the proposer was not in violation at the time it submitted its affidavit.

1.61 CONFLICT OF INTEREST

The Contractor represents that:

- A.** No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B.** There are no undisclosed persons or entities interested with the proposer in the Agreement. The Agreement is entered into by the proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the proposer's knowledge, any subcontractor or supplier to the proposer.
- C.** Neither the proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the proposer shall have an interest which is in conflict with the proposer's faithful performance of its obligations under the Agreement; provided that the Village, in its sole discretion, may consent in writing to such a relationship, and provided the proposer provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D.** The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E.** In the event proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, proposer shall promptly bring such information to the attention of the Village's Contract Manager. Proposer shall thereafter cooperate with the Village's review and investigation of such information and comply with the instructions proposer receives from the Contract Manager in regard to remedying the situation.
- F.** Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any Village employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village competing or applying for any such contract as it pertains to this solicitation, must

first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with North Bay Village or any person or agency acting for the Village and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the Village:

- A.** Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B.** Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C.** Represent, directly or indirectly, that any product or service provided by the proposer or such parties has been approved or endorsed by the Village, except as may be required by law.

1.63 BANKRUPTCY

The Village reserves the right to terminate this contract if, during the term of any contract the proposer has with the Village, the proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law.

1.64 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.65 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the proposer

and the Village under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.66 VERBAL INSTRUCTIONS PROCEDURE

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

1.67 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and Village Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Village's Proposer lists, and prohibition from engaging in any business with the Village.

1.68 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, Commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, Commission, percentage, gift or consideration.

1.69 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Village or proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

1.70 BUDGETARY CONSTRAINTS

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

The proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.71 ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Village.

1.72 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his/her experience in like work and that the proposer is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

North Bay Village is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Holiday Lighting and Decorations Design and Display Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

A dedicated servicing representative must be available to the Village on an on-going basis.

2.3 MINIMUM QUALIFICATIONS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

2.4 CONTRACT TERM

The Village intends to issue a three (3) year initial term with two (2) one (1) year renewal options. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

2.5 REQUESTS FOR INFORMATION

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving questions via e-mail at ecarrino@nbvillage.com.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this solicitation.

2.6 SCHEDULE OF EVENTS

The Village will use the following tentative time schedule in the selection process. The Village reserves the right to change and/or delay scheduled dates.

Refer to page 5 for dates. *DATES ARE TENTATIVE SUBJECT TO CHANGE*

2.7 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Manager in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

2.8 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent contractor and not an agent of Village. The Proposer shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.

2.9 PROTECTION OF PROPERTY

The Proposer shall take extra precaution to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

2.10 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he/she has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.11 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 BACKGROUND INFORMATION

North Bay Village is requesting proposals from experienced firms (a "Proposer") to provide holiday lighting and decorations design and display services (the "Holiday Lighting and Decorations Display Services" or the "Services") relating to the development and implementation of a Village-wide holiday lighting and decoration display program (the "Project"). An Evaluation Committee shall evaluate and rank each Proposal submitted in accordance with the requirements set forth in the RFP. Upon the approval of the Village Council of the recommendation of the Village Manager and authorization to negotiate with the highest-ranked Proposer, the Village shall negotiate with the selected Proposer the terms of an agreement (the "Agreement") for the provision of the Services necessary for the completion of the Project. The successful Proposer will provide the Services pursuant to the requirements contained herein and the terms and conditions of the Agreement.

3.2 SCOPE OF SERVICES

DESIGN, INSTALLATION, MAINTENANCE, REMOVAL AND STORAGE:

Proposer will be responsible for the design, installation, maintenance, removal and storage of all Proposer-provided lights and decorations. The lighting and decoration shall be installed, maintained and removed and stored as noted in the following paragraphs during the holiday season between mid-November and early January (the "Holiday Lighting Season"), with actual dates to be specified by the Village's Representative, for the term of the Agreement. All lights and decorations should be on display and ready to illuminate by no later than November 15th and shall remain on display until, at least, the first week of January. The actual "turn-on date" will be determined by the Village. During the Holiday Lighting Season, daily inspection and maintenance of all lighting and decorations to ensure proper functioning is required.

Proposer shall have a lighting crew trained and experienced in maintaining and restoring the holiday lighting systems, including LED lights sets, and shall inspect all the Village-wide holiday lighting and decorations each and every evening during the Holiday Lighting Season. At the conclusion of the daily evening inspection, Proposer's lighting crew shall reset, modify and take all actions possible to ensure the Village's holiday decorations and lights are functioning as intended. A summary of each evening's inspection shall be provided to the Village in writing the following day, prior to 1:00 P.M. The inspection summary shall highlight any deficiencies identified during the evening inspection and specify any assistance required by the Village to restore the lighting and/or decorations to operational status.

Additionally, Proposer shall maintain a 24-hour per day, 7 day per week call center with a primary and secondary point of contact during the Holiday Lighting Season, to which outages and other problems can be reported. Proposer shall respond within eight hours by being on site at the designated area upon notification by the Village or its designated representative of a request to address a reported problem. Proposer shall ensure that all Village holiday lights and decorations are functioning by 5:00 p.m. each day during the Holiday Lighting Season.

The Village reserves the right to select any, all or no area for decorations or installation in a particular year of the Agreement. The Village shall also have the option of not installing any lighting or decorations for a complete Holiday Lighting Season(s) and continue to pay for the restorative maintenance and storage of the Village-owned holiday lighting and decorations on an annual basis, at its sole discretion.

3.3 RENTALS:

- A.** Proposer shall arrange for the rental, delivery, installation, daily inspection, maintenance and removal of new LED light sets to and from the locations identified under the Agreement. Proposer shall have a lighting crew specifically trained and experienced in maintaining and restoring the rented LED light sets each and every evening during the Holiday Lighting Season. Proposer will furnish all labor, machinery, tools, transportation means, supplies equipment, materials, services and all incidentals necessary for the full operations of the rental LED lights.

Specifications for LED Rental Light Sets (50 lights per set):

- Constructed with a coaxial connection and a threaded coupling cap to reinforce end-to-end bond.
- Ground Fault Interrupter (GFI) safety feature designed to prevent shock hazard and to reduce tripping compared to a standard incandescent light set.
- Injection-molded bulbs and sockets
- Water-tight/non-replaceable bulbs.
- Salt-water resistant connections.
- Long-lasting, low-maintenance, energy-efficient.
- Bulbs are cool to the touch.
- The LED lens style and color will be determined during program development.

- B.** Proposer shall arrange for the rental, delivery, installation, lights and decorations, daily inspection, maintenance and removal of a large Holiday Tree.

3.4 VILLAGE-OWNED INVENTORY:

Proposer shall be responsible, at a minimum, for the inspection, installation, annual preventative/restorative maintenance, operation, removal, and storage of Village's existing inventory of holiday decorations. Proposer shall store the decorations in an insurable, dry clean storage facility acceptable to the Village Manager or his/her designee and accessible for the Village to inspect during regular business hours.

3.5 MAXIMUM BUDGET:

The Village's budget for this service is depending on the possible designs. The Village would choose a design based one of the below budgets:

- \$25,000 per year.
- \$45,000 per year.
- \$80,000 per year.

Any proposals that exceed the budget will not be considered. Proposers shall submit renderings for each budget category as part of their submittal.

3.6 COLOR RENDERINGS:

All proposals shall include color renderings of all components of the proposed design.

END OF SECTION

SECTION 4.0 SUBMITTAL CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified.

4.1 TITLE PAGE

Show the name of respondent's agency/firm, address, telephone number, name of contact person, due date, and the RFP Title.

4.2 TABLE OF CONTENTS

Include a clear identification of the material by section and by page number.

4.3 COVER LETTER AND EXECUTIVE SUMMARY

This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions and commit the firm's resources. Summarize the proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal.

In addition, you must include a statement that your firm understands that if selected; your firm is willing to perform the services under the scope of services.

The designee shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

4.4 SCOPE OF SERVICES PROPOSED

Clearly describe the scope of services available. Include details of your firm's general approach, proposed solution and a timeline of major events (Section 3.)

4.5 DESCRIPTION OF COMPANY AND SERVICES

Please address each of the following items as to how your firm will provide services to North Bay Village:

Provide information on the history and organizational structure of your firm including the year established, ownership, and principal officers.

4.6 ENHANCED BENEFITS

Provide a narrative statement describing why the Village should select the Proposer; including any examples of creative solutions that the firm may have offered similar clients in the past.

4.7 FEE

Describe your method of compensation for your services. All payments related to these services are to be billed directly to the Village.

4.8 ACKNOWLEDGMENTS

The Proposer must complete, sign as required, and submit the Addenda (refer to Section 1.6) and all forms from Section 6 as part of its submittal.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA

5.1 INTRODUCTION

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Village Manager or Village Manager designee. A recommendation of the Evaluation Committee will be submitted to the Village Manager who shall review and submit his/her recommendations to the Village Commission for final ranking, authorization to negotiate an agreement and/or final award of an agreement.

The proposals shall be evaluated based on the following criteria to determine the proposal or proposals that are in the best overall interest of the Village.

5.2 EVALUATION CRITERIA

Criteria	Description	Points
1	Experience of the Proposer	20
2	Experience of the professionals that will be involved in the provision of Services	10
3	Proposed Design and Approach towards delivery of service	30
4	Cost/Budget	20
5	Recent, current, and projected workloads of the Proposer	10
6	Quality of References	10
Total		100

5.3 OVERALL RANKING

The Evaluation Committee will then determine the overall rating by adding the points for all criteria as described in Section 5.2 above and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Village may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Village.

Any contract, as a result of the Solicitation, will be submitted to Village Manager for approval and may be submitted to the Village Commission for their approval. All Proposers will be notified in writing when the Village Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the

Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.

END OF SECTION

**SECTION 6.0
REQUIRED FORMS/DELIVERABLES**

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP.

PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Proposer Information Worksheet
- Proposer Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Proposers Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- Domestic Partnership Certification
- Anti-Discrimination Certification

PROPOSER INFORMATION WORKSHEET

RFP 2020-002

Firm Name:

Firm Address:

Firm Contact Information:

Firm Representative (name and title):

Representative Contact Information:

Firm Type (circle one): Individual Partnership Corporation

If Corporation:

Date and Place of Incorporation:

If Foreign Corporation:

Date of Registration with Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President:

Vice President:

Treasurer:

Board of Directors:

If Partnership:

Date and Place of Organization

Partners:

PROPOSER QUALIFICATION STATEMENT

RFP 2020-002

In order to be considered, Proposers must provide evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER/PROVIDERS DISCLOSURE)**

RFP 2020-002

I, _____, being first duly sworn
state:

The full legal name and business address of the person(s) or entity contracting or
transacting business with the North Bay Village ("Village") is/are (Post Office addresses
are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY
NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name
and business address shall be provided for each officer and director and each
stockholder who holds directly or indirectly five percent (5%) or more of the
corporation's stock. If the contract or business transaction is with a trust, the full
legal name and address shall be provided for each trustee and each beneficiary.
All such names and addresses are (Post Office addresses are not acceptable),
as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than
subcontractors, material men, suppliers, laborers, or lenders) who have, or will
have, any interest (legal, equitable, beneficial or otherwise) in the contract or

business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**
RFP 2020-002

Title: _____

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the North Bay Village, Florida by:

(print individual's name and title)

for:

(print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____,
20____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

RFP 2020-002

State of _____

County of _____

_____ being first duly sworn, deposes
and says that:

- (1) He/She/They _____ is/are _____ the
Partner, Officer, Representative or Agent)
of _____ the BIDDER/PROPOSER that has
submitted the attached RFP;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached RFP and of all pertinent circumstances respecting such RFP;
- (3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in
any way colluded, conspired, connived or agreed, directly or indirectly, with any
other PROPOSER, firm, or person to submit a collusive or sham Proposal in
connection with the Work for which the attached RFP has been submitted; or to
refrain from bidding in connection with such Work; or have in any manner,
directly or indirectly, sought by agreement or collusion, or communication, or
conference with any PROPOSER, firm, or person to fix any overhead, profit, or
cost elements of the RFP or of any other PROPOSER, or to fix any overhead,
profit, or cost elements of the RFP Price or the RFP Price of any other
PROPOSER, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against (Recipient), or any person interested
in the proposed Work;
- (5) The price or prices quoted in the attached RFP are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the
part of the PROPOSER or any other of its agents, representatives, owners,
employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public of The State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document:

Number of Pages:

Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP 2020-002

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

A. This sworn statement is submitted
to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification number (FEIN) is _____
(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- C. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person

who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- E. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP 2020-002

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposals received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP 2020-002

STATE OF }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the North Bay Village, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP 2020-002

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

DATE

CONE OF SILENCE CERTIFICATION
RFP 2020-002

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled
'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

Date

RFP 2020-002

Attachment of this executed form, as such, is required to complete a valid proposal.

Date _____

PROPOSER'S CERTIFICATION

RFP 2020-002

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the Village or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Mailing Address

Notary Public

STATE OF _____

Village, State and Zip Code

Telephone Number

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**
RFP 2020-002

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to
execute the Proposal dated, _____, 20____, to North Bay Village
and this Corporation and that their execution thereof, attested by the Secretary of the
Corporation, and with the Corporate Seal affixed, shall be the official act and deed of
this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**
RFP 2020-002

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a Partnership existing under the laws of the State
of _____, held on _____, 20_____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____ of the
Partnership, be and is hereby authorized to execute the Proposal
dated, _____ 20_____, to North Bay Village and this Partnership and
that their execution thereof, attested by the
_____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY IF JOINT VENTURE
RFP 2020-002

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

_____ a corporation existing under the laws of the State of
_____, held on _____, 20_____, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to execute
the Proposal dated, _____ 20____, to the North Bay Village official act and deed
of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

RFP 2020-002

To the North Bay Village

We _____, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless North Bay Village, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

PROPOSER

ATTEST

BY: _____

DOMESTIC PARTNERSHIP CERTIFICATION FORM

RFP 2020-002

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 101 of the North Bay Village's Code of Ordinances, "Requirement for Village contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☐ The Proposer currently complies with the requirements of Section 101 of the North Bay Village's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ The Proposer will comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ The Proposer will not comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award
- ☐ The Proposer does not need to comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation _____,
(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, _____ of

(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature Print Name

STATE OF _____)

COUNTY OF _____)

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

by _____, to me personally known ____ or produced

Identification ____ type of identification produced: _____

My commission expires: _____

Signature of Notary Public
(SEAL)

Print name of Notary Public

ANTI DISCRIMINATION CERTIFICATION

RFP 2020-002

Pursuant to

Section 9.03 of the North Bay Village Charter & Section 36.25 of the Code of Ordinances

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that:
(Name of Company)

I have read and understand the terms set forth in Section 9.03 of the North Bay Village Charter & Section 36.25 of the North Bay Village Code of Ordinances; and

I, on my behalf and on behalf of the Company, agree not to engage in any behavior or activity of any kind in the operation of the business that may constitute discrimination on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

It is understood that completion and execution of this form is required to complete a valid response to this solicitation for services. Failure to abide by this provision may be grounds to terminate any agreement derived from the award of this solicitation.

END OF SECTION

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF NORTH BAY VILLAGE, FLORIDA, AWARDED REQUEST FOR PROPOSAL NO. 2020-02, "HOLIDAY LIGHTS AND DECORATIONS" TO ARTISTIC HOLIDAY DESIGN; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE CONTEMPLATED HEREIN AND TO EXPEND AVAILABLE FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 18, 2020, North Bay Village (the "Village") issued Request for Proposal 2020-02 ("RFP") for Holiday Lights and Decorations; and

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and four (4) proposals were received by the Village by the June 15, 2020 deadline, with all proposals being deemed responsive; and

WHEREAS, the proposals were reviewed by a duly-convened selection committee, which scored and ranked the proposal as follows; and

1. Artistic Holiday Design – 267 points;
2. Florida CDI, LLC (Christmas Designers) – 231 points;
3. Miami Christmas lights – 159 points; and
4. LighterUp, LLC – 147 points; and

WHEREAS, staff recommended that the Commission award the RFP to Artistic Holiday Design and authorize the Village Manager to execute an agreement in furtherance of the its proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. RFP No. 2020-002 for holiday lights and decor is hereby awarded to Artistic Holiday Design, the top ranked proposer, according to the foregoing rankings. This award, in and of itself, does not vest Artistic Holiday Design with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. The Village Manager is authorized to finalize and execute a contractual agreement with Artistic Holiday Design for the procured services contemplated herein according to Artistic Holiday Design's proposal, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, and to expend budgeted funds in furtherance hereof. If the Manager is unable to finalize an agreement as provided herein, the Manager is authorized to negotiate with the next successively ranked proposer to procure the required services.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption.
The motion was seconded by _____ and upon being put to a vote, the
vote was as follows:

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose R. Alvarez
Commissioner Rachel Streitfeld
Commissioner Julianna Strout

PASSED AND ADOPTED on this - ____th day of September, 2020.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Artistic Holiday Designs, LLC, ("Vendor") a Florida limited liability company whose principal offices are located at 202 Stephen St., Lemont, IL 60439.

WHEREAS, the Town of Pembroke Park desires to vendor to decorate the Town for the holiday season; and

WHEREAS, the Town's Procurement Code allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement ("Initial Agreement", attached as Exhibit B) with the Village of North Bay, Florida, (the "Village") for the provision of decorating the Village for the holiday season after a competitive solicitation; and

WHEREAS, the Town has determined that the Initial Agreement meets the requirements of the Town's Procurement Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

WHEREAS, the Town has determined that entering into a piggyback contract with Vendor is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. The Initial Agreement is attached hereto as Exhibit B.

3. **Order of Precedence in the Event of Conflict.** In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. this Agreement shall be first in order of precedence.
- b. the Initial Agreement shall be next.
- c. Vendor's proposal (Exhibit A) shall be last.

4. **Term.** This Agreement shall be in effect for _____--from the date of execution. The Agreement may be renewed, as long as the terms, conditions and pricing remain the same, for up to two (2) one (1) year terms.

5. **Scope.** The scope of this Agreement shall be as set forth in Vendor's proposal, attached as Exhibit A.

6. **Compensation.** The not to exceed amount of this Agreement shall be _____ for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

7. **Method of Billing and Payment.** Invoices will fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act.

8. **Public Records.** Vendor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.

b. Upon request from the Town's custodian of public records, provide the custodian 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 this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If Vendor transfers all public records to the Town upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

a. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not

on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

b. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded VENDOR:

i. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or

ii. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or

iii. Has been engaged in business operations in Cuba or Syria.

c. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of any amount if the awarded VENDOR has been placed on the Scrutinized Companies that Boycott Israel List or is are engaged in a boycott of Israel.

10. **Indemnity.** Vendor shall protect and defend at Vendor's expense, counsel being at the discretion of the Vendor, subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents ("Indemnitees") 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 Vendor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Vendor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Vendor under this Agreement may be retained by Town until all of Town'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 Town.

11. **Termination.**

a. Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within fifteen (15) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the Town 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, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect invoices, failure to perform services to the Town's satisfaction; or failure to continuously perform services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. Termination for Convenience. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Vendor at least thirty (30), days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and, sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Vendor, for Town's right to terminate this Agreement for convenience.

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

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by

hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

a. **Public Entity Crime Act.** Vendor 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 Vendor, 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 Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or under a contract with the Town; and may not transact any business with Town 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 thirty-six (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 Town pursuant to this Agreement, and may result in debarment from Town's competitive procurement activities.

b. **Jurisdiction, Venue, and Waiver of Jury Trial.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in Broward County, Florida. ALL PARTIES HERETO WAIVE A RIGHT TO TRIAL BY JURY.

c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

d. **Compliance with all Federal, State and local ethics laws.** Vendor shall at all times comply with all federal, state and local ethics laws, including the Broward County Code of Ethics.

e. **Severability Clause.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

ATTEST:

TOWN CLERK

MAYOR

Approved as to form and legal
sufficiency

TOWN ATTORNEY

EXHIBIT A

EXHIBIT B

Exhibit "A" - Vendor's Proposal

Artistic

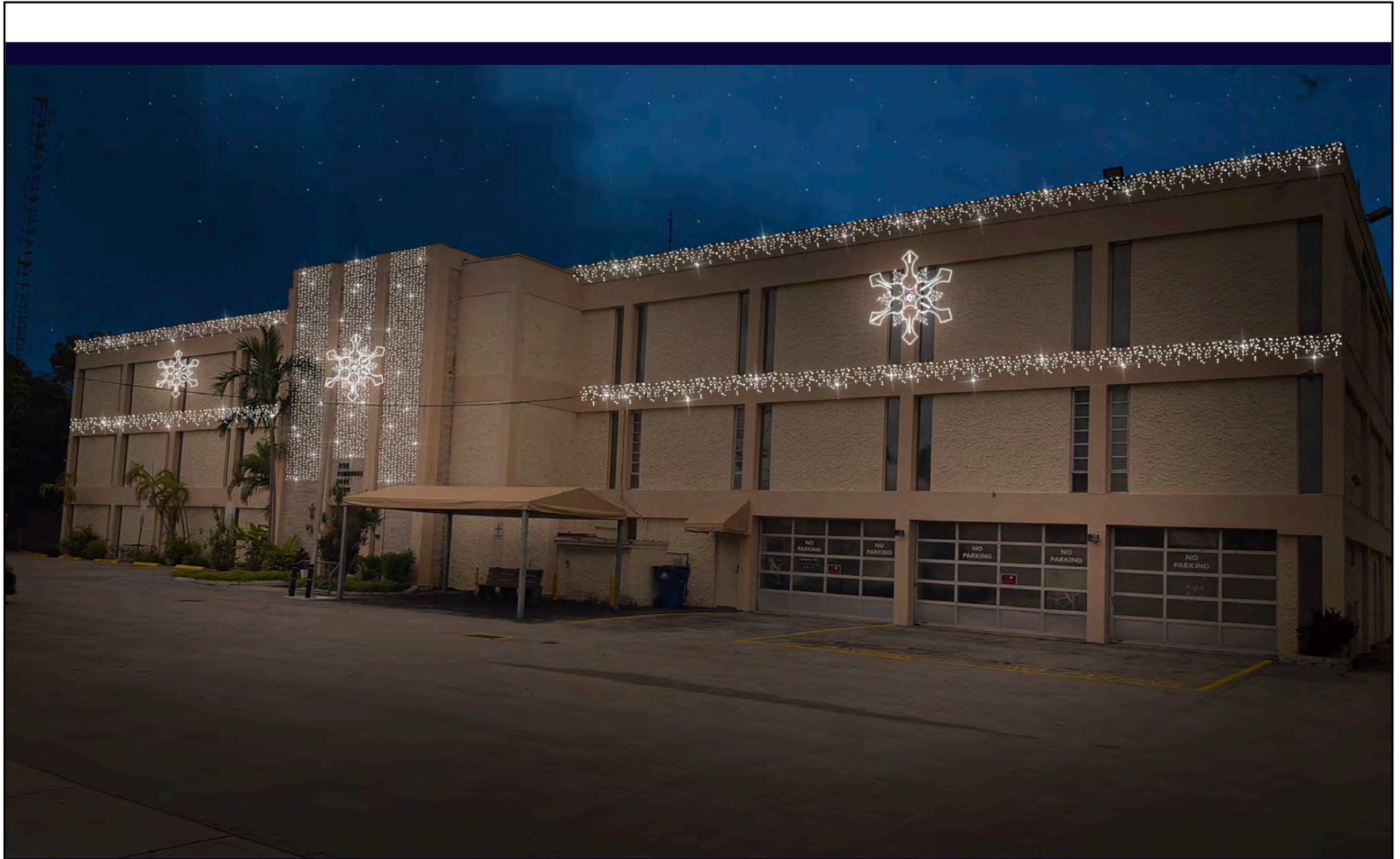
Holiday Designs

2021 HOLIDAY LIGHTING PEMBROKE PARK, FL 11/3/2021



PRICING PER ITEM

Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty
<i>Townhall</i>						
201708 - Pandora Flake	H 6.56ft x W 6.88ft x D 1.64ft	3	\$1,916.20	\$5,748.60	\$702.61	\$2,107.82
PW Icicle - Icicle Lights	200 Ft	200	\$18.50	\$3,700.00	\$18.50	\$3,700.00
PW Curtain - Curtain Lights		45	\$14.50	\$652.50	\$14.50	\$652.50
Field Services	Install, Service, Takedown, Storage	1		\$8,500.00		\$8,500.00
<i>Hallandale Beach Blvd 1</i>						
203139 - Silver Sparkle Cone Tree	H 10.82ft x W 10.82ft x D 4.92ft	2	\$5,577.00	\$11,154.00	\$2,044.90	\$4,089.80
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
202720 - 3D Giftbox - Blue	H 3.28ft x W 4.43ft x D 3.28ft	1	\$1,633.50	\$1,633.50	\$598.95	\$598.95
<i>Hallandale Beach Blvd 2</i>						
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
201753-R - 2D/3D Enchanted Tree	H 9.8ft x W 6.5ft x D 2.62ft	1	\$2,177.86	\$2,177.86	\$1,558.33	\$1,558.33
Field Services	Install, Service, Takedown, Storage	1		\$1,250.00		\$1,250.00
<i>Median Trees</i>						
5MM50-PWT-C - Pure White Mini Lights	24 Palm Trees - 20 strands each	480		\$6,945.60		\$6,945.60
	Includes Labor - Lease only product					
Total				\$44,770.56		\$30,781.90



Town Hall

Artistic
Holiday Designs



Hallandale Beach Blvd 1

Artistic
Holiday Designs



Hallandale Beach Blvd 2

Artistic
Holiday Designs

Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com



Exhibit "B" - Initial Agreement

**SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
Artistic Holiday Designs
FOR
PLANNING SERVICES**

THIS AGREEMENT is made between Artistic Holiday Designs, an active, for-profit Florida corporation (hereinafter the “Provider”), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the “Village”). Provider and Village may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to the Village’s Code of Ordinances the Village issued Request for Proposals No. 2020-02 for Holiday Lightning and Decorations Design and Display Services (the “RFP”) to provide holiday lightning, decorations design, display services, installation and regular maintenance of decorations; and

WHEREAS, Provider duly submitted a timely response, was ranked as the top firm, and was awarded the RFP by the Village Commission during its September 11, 2020 Regular Commission; and

WHEREAS, the Village and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services as specified herein

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the Village agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish those services to the Village as set forth in Exhibit “A,” dated June 18, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference (the “Scope of Services” or the “Services”). Provider’s Response to the RFP (the “Proposal”) is also incorporated into this Agreement in Exhibit “A”.

- 1.2 The Parties recognize that the Scope of Services has a specified time frame which shall govern performance.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

- 3.1 The Village shall pay to Provider, and Provider shall be entitled to be paid, a fee, invoiced and payable thirty (30) days after a submitted invoice, based on the time values provided in Provider's Proposal for the work in the Scope of Services. Additional work performed beyond the Scope of Services ("Additional Work") requires the consent of the Village Manager and shall be compensable in addition to the compensation provided for the initial Scope of Services. Any additional work performed without the Manager's consent shall not be compensable.
- 3.2 Provider shall invoice the Village for all services rendered. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 Provider shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Provider shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.
- 3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Subcontractors.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

- 4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the in possession of the Village that may be necessary for the completion of the Scope of Services.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform the Planning Services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional service provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the Village Manager, the Provider shall at Providers sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Termination.**

- 7.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Provider to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.
- 7.2 Upon receipt of the Village's written notice of termination, Provider shall stop work on the Services.

- 7.3 In the event of termination by the Village, the Provider shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format specified by the Village within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If the Provider wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Provider being unable to do business with the Village in the future.

8. **Insurance.**

- 8.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.
- 8.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. **Nondiscrimination.**

- 9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

- 10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

- 11.1 Provider shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or neglect of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 11.2 The provisions of this section shall survive termination of this Agreement.

- 11.3 Ten dollars (\$10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. **Notices/Authorized Representatives.**

- 12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Ralph Rosado, PhD, AICP
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.

Weiss Serota Helfman Cole & Biermam, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider:

Derek Norwood
President
Artistic Holiday Designs
202 Stephen Street
Lemont, Illinois 60439

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do not contradict the terms of this Agreement.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the Village under this Agreement shall be the property of the Village.

15.2 In addition to other contract requirements provided by law, Provider shall:

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

15.2.2 Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

15.2.3 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 Village.

15.2.4 Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Provider or keep and maintain public records required by the Village to perform the service. If the Provider transfers all public records to the Village upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

15.3 The Village may cancel this Agreement for refusal by the Provider to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the Village's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Representations and Warranties of Provider.**

19.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

19.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

19.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

19.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

19.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

20. **Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21. **Non-collusion.**

21.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

22. **Truth in Negotiating Certificate.**

22.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

23. **Waiver**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **Prohibition of Contingency Fees.**

25.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

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

26. **Force Majeure.**

26.1 It is understood that performance of any act by the Village or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

27. **Counterparts**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

NORTH BAY VILLAGE



Elora Riera, CMC, Village Clerk

By: 

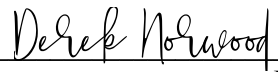
Ralph Rosado, PhD, AICP, Village Manager
Date: 9/22/2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of North Bay Village Only:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney





Derek Norwood
President
Artistic Holiday Designs

By: President

Date: 9/22/2020

AGENDA ITEM REPORT



To:

Subject: Ordinance Regarding Town Department Directors

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The Town desires to revise the Code of Ordinance to revise: the job description and duties of each department director; and the method of hiring and retaining department directors.

FINANCIAL IMPACT:

none

RECOMMENDATION:

Approve Ordinance Revising Duties of Department Directors and method of hire and retention

ATTACHMENTS:

[2021-008 REVISED Director Ordinance](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 03 2021
Melissa Anderson, Town Attorney	Approved - Nov 04 2021
JC Jimenez, Town Manager	Approved - Nov 04 2021
Marlen Martell, Town Clerk	Approved - Nov 04 2021

“Strikethrough = Deletion of Text; Underline + Addition of Text”

ORDINANCE NO. 2021-008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE PEMBROKE PARK CODE OF ORDINANCES AS IT RELATES TO DEPARTMENT DIRECTORS BY REVISING CHAPTER 2, ARTICLE III “OFFICERS AND EMPLOYEES” AND CHAPTER 24, ARTICLE III, DIVISION 2 “FINANCE AND BUDGET DIRECTOR”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the “Town”) finds it in the best interest of the Town to update the Town’s code regarding the duties of the Town’s various department directors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: Chapter 2, Article III “Officers and Employees” shall be amended as set forth below:

“Strikethrough = Deletion of Text; Underline + Addition of Text”

CHAPTER 2 – ADMINISTRATION

* * *

ARTICLE III. - OFFICERS AND EMPLOYEES

* * *

DIVISION 2. – TOWN PLANNER

~~Sec. 2-66. – Appointment.~~

~~The Town Planner shall be appointed by resolution of the Town Commission, which Town Commission shall determine the necessary qualifications for such position.~~

~~Sec. 2-67. – Compensation.~~

~~The Town Planner shall serve at the pleasure of the Town Commission and shall receive such compensation as may be fixed in the resolution appointing him or her.~~

~~Sec. 2-68. – Duties, responsibilities.~~

~~The duties and responsibilities of the Town Planner shall be as follows:~~

- ~~(a) Review all subdivision plats received by the Town for compliance with the Town of Pembroke Park Code of Ordinances, Broward County, Florida Code of Ordinances, Florida Statutes, and all other relevant agency rules and regulations.~~
- ~~(b) Provide land use planning services for site development plan applications, zoning classification and text amendment applications, land use amendments, variances and related land development issues presented to the Town.~~
- ~~(c) Provide such professional services as are necessary for the review and amendment of the Town's Comprehensive Plan as per the requirements of Chapter 163, Florida Statutes.~~
~~Respond to questions on any planning and land development matter from the public, staff and employees of the Town.~~
- ~~— (d) Appear at all Commission and Board meetings wherein a matter relating to the Town Planner's duties and responsibilities is scheduled to be discussed and also upon the request of the Town Commission.~~
- ~~— (e) Prepare studies on any planning, zoning, land use, development or urban design matter upon the direction of the Town Commission.~~
- ~~— (f) Coordinate and participate with other governmental entities or agencies in matters related to Town zoning, development, land use and other matters as directed by the Town Commission.~~

~~Sec. 2-69. – Authorization required for certain projects.~~

“Strikethrough = Deletion of Text; Underline + Addition of Text”

~~The Town Planner shall not undertake any project on behalf of the Town that is not enumerated in section 2-68 unless specifically authorized by the Town Commission.~~

~~DIVISION 3. – TOWN ENGINEER~~

~~Sec. 2-81. – Office created.~~

~~The position of Town Engineer is hereby created.~~

~~Sec. 2-82. – Appointment.~~

~~The Town Engineer shall be appointed by resolution of the Town Commission, which Commission shall determine the necessary qualifications for such position.~~

~~Sec. 2-83. – Compensation.~~

~~The Town Engineer shall serve at the pleasure of the Town Commission and shall receive such compensation as may be fixed in the resolution appointing him.~~

~~Sec. 2-84. – Duties, responsibilities.~~

~~The duties and responsibilities of the Town Engineer shall be as follows:~~

- ~~(1) He shall prepare all specifications, designs, plans and contractual documents for all public work projects including, but not limited to, streets and roadways, drainage, water and waste water and sanitary sewage collection systems.~~
- ~~(2) He shall review all plat submissions and provide his written recommendation regarding same.~~
- ~~(3) He shall review all site plan submissions and provide his written recommendation regarding same.~~
- ~~(4) He shall review all plans and specifications for water, drainage, streets and roadways submitted by private developers and provide his written recommendation regarding same.~~
- ~~(5) He shall observe and review all engineering projects built by the Town or built for the Town under contracts with private contractors and provide a written report on his observations.~~
- ~~(6) He shall observe and review all engineering projects built by private developers under permits from the Town and provide a written report on his observations.~~
- ~~(7) He shall review cost estimates whenever costs are a basis for the fee to be charged for permits or otherwise.~~

“Strikethrough = Deletion of Text; Underline + Addition of Text”

~~(8) He shall advise the Commission as requested from time to time on all engineering matters.~~

~~(9) He shall advise the Commission immediately upon his observation of any project or undertaking within the Town that does not comply with sound engineering principles.~~

~~(10) He shall respond to questions on any engineering matter for the staff and employees of the Town.~~

~~(11) He shall appear at all Commission meetings wherein a matter relating to engineering is scheduled to be discussed and also upon the request of the Commission.~~

~~(12) He shall determine whether or not the elevations of all sites submitted for development are within the criteria as provided in the floodplain ordinance and submit his written report with respect to same.~~

~~Sec. 2-85. — Authorization required for certain projects.~~

~~The Town Engineer shall not undertake any project on behalf of the Town that is not enumerated in [section 2-84](#) unless specifically authorized by the Town Commission.~~

~~Sec. 2-86. — Field work to be coordinated with Building Official.~~

~~Prior to the Town Engineer undertaking any field work pursuant to the provisions of this division, he shall first coordinate and schedule such action, and/or inspection, with the Town Building Official who shall maintain a record of such actions and/or inspections.~~

~~DIVISION 4. — PUBLIC SERVICES DIRECTOR~~

~~Sec. 2-87. — Public services director created.~~

~~The position of Public Services Director for the Town of Pembroke Park is hereby created.~~

~~Sec. 2-88. — Appointment.~~

~~The Public Services Director shall be appointed by resolution of the Town Commission, and shall serve at the pleasure of the Town Commission.~~

~~Sec. 2-89. — Compensation.~~

~~The Public Services Director shall be paid such compensation as authorized by the Town Commission.~~

“Strikethrough = Deletion of Text; Underline + Addition of Text”

~~Sec. 2-90. – Duties and responsibilities.~~

~~The Public Services Director shall serve under the general supervision of the Town Manager, and will provide support to the Town Manager by serving as a liaison on major projects; managing the oversight and effectiveness of including, but not limited to, the Stormwater and Wastewater Utilities, Planning and Zoning, Parks, Buildings, Roads and Streets, Facility Maintenance Departments and other divisions as assigned by the Town Commission; supervising and directing staff; expediting resolution of certain matters.~~

~~The duties and responsibilities of the Public Services Director shall be as follows:~~

- ~~(a) Plan, organize and direct a comprehensive public works program and service delivery system.~~
- ~~(b) Establish and monitor procedures for the orderly and timely processing of public services.~~
- ~~(c) Perform administrative reviews; and advise and consult with the Town Manager and Town Commission.~~
- ~~(d) Prepare the summarized monthly project status report to the Town Commission.~~
- ~~(e) Evaluate the projects in accordance to the given budget.~~
- ~~(f) Evaluate his or her staff based on the department's requirements and criteria.~~
- ~~(g) Monitor the working progress of their staff and other employees; thus create an alternative plan if employees received a low evaluation grade from upper management.~~
- ~~(h) Conduct performance reviews, hiring new employees, and handling disciplinary measures.~~
- ~~(i) Assist in the development of protocol for hiring outside vendors, and other public staff members.~~
- ~~(j) Attend all Town Commission meetings.~~
- ~~(k) Serve as Emergency Operations Manager for the Town Emergency Operations center, assisting staff with the training and preparations for emergencies.~~
- ~~(l) Assist in the grant process by searching for grants, applying for grants, and supervising the administration of grants.~~
- ~~(m) Assist the Town Engineer in the preparation of project descriptions.~~
- ~~(n) Monitor the activities of various sub-departments within the Public Services Division.~~

~~DIVISION 51. - TOWN MANAGER~~

~~Sec. 2-91. – Office created.~~ Appointment, qualifications, compensation; powers and duties; suspension and removal.

~~There is hereby created the office of Town Manager for the Town of Pembroke Park.~~
The Town Manager shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission. The Town Manager shall be the administrative head of the municipal government answerable to and under the direction of the Town Commission. The Town Manager shall be chosen solely on the basis on his or her executive and administrative

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qualifications. The Town Manager shall serve the Town on a full time basis, and shall not be or become engaged in any other occupation during his or her term of office. The Town Manager shall not serve on any committee, board, or as an officer of any enterprise, compensated or not, while in the Town's service, except by approval of the Town Commission by resolution.

~~Sec. 2-92. Appointment.~~

~~The Town Manager shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission. The Town Manager shall be the administrative head of the municipal government answerable to and under the direction of the Town Commission. The Town Manager shall be chosen solely on the basis on his or her executive and administrative qualifications. The Town Manager shall serve the Town on a full time basis, and shall not be or become engaged in any other occupation during his or her term of office. The Town Manager shall not serve on any committee, board, or as an officer of any enterprise, compensated or not, while in the Town's service, except by approval of the Town Commission by resolution.~~

~~Sec. 2-93. Compensation.~~

~~The Town Manager shall be paid such compensation as may be authorized by resolution of the Town Commission.~~

~~Sec. 2-94. - Duties and responsibilities.~~

The duties and responsibilities of the Town Manager shall be as follows:

(a) The Town Manager is in charge of and responsible for overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.

(b) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.

(c) To attend all meetings of the Commission.

(d) To oversee the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.

(e) To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.

(f) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.

(g) The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day to day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.

(h) To perform research and prepare reports as may be assigned by the Commission.

(i) To conduct management and cost studies on Town activities and make recommendations for revision where necessary.

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- (j) To serve as the affirmative action program coordinator.
- (k) To assist the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.
- (l) To maintain liaison and communication with other local governments and other levels of government as directed by the Town Commission.
- (m) To coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.
- (n) To keep the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.
- (o) The Town Manager shall prepare and submit an annual budget to the Town Commission for its consideration.
- (p) To investigate and determine whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town charter and ordinance, and whether competitive procurement procedures are maintained in a fair and impartial manner.
- (q) To hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above.
- (r) To appoint or remove all department heads or directors, subordinate officers, and employees.
- (rs) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.

Sec. 2-95. - Town Commission interactions.

The Town Commission reserves the right to consult with the Town Manager, and department and division heads as deemed necessary by the Town Commission. The Town Commission may appoint Commissioners to serve as lead Commissioners to work with staff on various issues or projects from time to time.

~~DIVISION 6. -- ADMINISTRATIVE SERVICES DIRECTOR~~

~~Sec. 2-96. -- Office created.~~

~~The position of Administrative Services Director for the Town of Pembroke Park is hereby created.~~

~~Sec. 2-97. -- Appointment.~~

~~The Administrative Services Director shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission.~~

~~Sec. 2-98. -- Compensation.~~

~~The Administrative Services Director shall be paid such compensation as may be~~

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~~authorized by the Town Commission.~~

~~Sec. 2-99.—Duties and responsibilities.~~

~~The Administrative Services Director shall serve under the general supervision of the Town Manager and will provide support to the Town Manager by serving as a liaison on major projects; managing the oversight and effectiveness of including, but not limited to, the Administration, Clerk's Office, Code Enforcement, Finance and Budget, Human Resources, and Information Technology departments and other divisions as assigned; supervision and directing staff; and expediting resolution of certain matters.~~

~~The duties and responsibilities of the Administrative Services Director shall be as follows:~~

- ~~(a) To maintain regular contact with and keep the Town Commission and Town Manager apprised of situations and issues.~~
- ~~(b) To provide assistance to the Town Commission and Town Manager.~~
- ~~(c) To work with the Town Manager on matters concerning major departmental activities and community problems and recommend a course of action.~~
- ~~(d) To exercise general oversight of the operations of the Administrative Division of the Town.~~
- ~~(e) To actively participate in the development of the Town's strategic plan and strategies to achieve stated goals.~~
- ~~(f) To directly supervise departmental heads and staff, establishing goals, objectives and performance targets; preparing and administering reviews of individual and department performance.~~
- ~~(g) To coordinate and supervise the activities of department and division heads to ensure the efficient operation of the Town government as directed by the Town Commission.~~
- ~~(h) Meet with department heads to discuss programs or inquiries, answer questions, address challenges and resolve issues which may arise in the course of daily business, including budget, personnel, customer service and intradepartmental issues.~~
- ~~(i) Promote an effective, responsive and value-based organizational culture.~~
- ~~(j) To attend all meetings of the Town Commission.~~
- ~~(k) To prepare the agenda for all meetings of the Town Commission including, but not limited to, special and workshop meetings.~~
- ~~(l) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Town Commission.~~
- ~~(m) To direct the activities of Town departments as assigned, and oversee the operations thereof.~~
- ~~(n) To work in conjunction with departmental heads to establish policies and practices.~~
- ~~(o) Conducting performance reviews, hiring new employees, and handling disciplinary measures.~~
- ~~(p) To direct and coordinate special projects and programs. To oversee the preparation of the annual budget and the administration thereof.~~
- ~~(q) Promote an effective, responsive and value-based organizational culture.~~

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{DIVISION 72. - TOWN ATTORNEY}

* * *

DIVISION 3. TOWN CLERK

2-100.3. There shall be a Town Clerk who shall be appointed by the Town Commission and shall work at the pleasure of the Town Commission at a salary established by the Town Commission.

Sec. 2-100.4. – The Town Clerk shall have the following duties and authority:

- (a) To give notice of, attend, and keep minutes of all Town Commission meetings.
- (b) To prepare the agenda for all meetings of the Town Commission including, but not limited to, special and workshop meetings.
- (c) To serve as the Town of Pembroke Park official Records Custodian.
- (d) To maintain records of the Town Commission, Town Boards, and Town Committees.
- (e) The Town Clerk shall be the Supervisor of Town Elections in accordance with applicable state, county, and Town law.
- (f) Ensure that all new ordinances are properly codified in the Code of Ordinances and provide for the updating of the Code of Ordinances.
- (g) Administer any oath required by law.
- (h) Serves as the official custodian of the seal of the Town.
- (i) Attests the signatures of the Mayor and Town Manager on all documents if needed and of all records, and papers of a general character pertaining to the affairs of the municipality. Whenever an official seal is required on any official document of the Town, it shall be affixed by the Town Clerk.
- (j) Supervises, conducts performance reviews, hires new employees, and handles disciplinary measures within the Town Clerk’s Office under the direction of the Town Manager.
- (k) To otherwise account to the Town Commission for the conduct and acts of the Town Clerk's Office.
- (l) To perform such other professional duties as may be required of him/her by ordinance, resolution, or other direction of the Town Commission.

* * *

Section 2: Chapter 24, Article III “Finance” shall be amended as set forth below:

Chapter 24 - TAXATION AND FINANCE

* * *

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ARTICLE III. – FINANCE

* * *

DIVISION 2. – FINANCE AND BUDGET DIRECTOR

~~Sec. 24-71.~~

~~There is hereby created the office of Finance and Budget Director for the Town.~~

~~Sec. 24-72. – Appointment.~~

~~The Finance and Budget Director of the Town shall be appointed and designated by the Town Commission by resolution and shall serve office at the pleasure of the Commission.~~

~~Sec. 24-73. – Compensation.~~

~~(a) The Finance and Budget Director shall be paid such compensation as may be authorized by the Town Commission.~~

~~(b) The office of Finance and Budget Director may be filled by a member of the Town Commission, and if such office is filled by a member of the Commission, the compensation paid to the Finance and Budget Director shall be in addition to the compensation paid to such individual as a Commissioner.~~

~~Sec. 24-74. – Duties, responsibilities.~~

~~The duties and responsibilities of the Finance and Budget Director shall be as follows:~~

~~(1) To advise the Commission on all matters relating to fiscal affairs of the Town including budgeting and accounting;~~

~~(2) To assist in the preparation of the annual budget of the Town;~~

~~(3) To review expenditures to ensure compliance with the current budget of the Town;~~

~~(4) To recommend amendments and revisions to the annual budget when advisable;~~

~~(5) To review bookkeeping, accounting and disbursement procedures to ensure compliance with the statutes of the State and the ordinances and resolutions of the Town;~~

~~(6) To review investment policy to ensure the highest return to the Town on its investments and that such investments are made in accordance with the applicable statutes of the State and the ordinances of the Town;~~

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~~(7) To perform such other duties as may be assigned by the Commission relating to the financial and budgetary matters of the Town.~~

* * *

Section 3: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

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MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To: Town Commission
Subject: Ordinance 2021-007 -- Amending the permitted and special permit uses for a portion of Parcel B, Seneca Plat, according to the plat thereof, as recorded in Plat Book 165, Page 9, of The public records of Broward County, Florida. (Public Hearing)
Meeting: 11 10 2021 DRAFT REGULAR COMMISSION MEETING - Nov 10 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

FUTURE COMPANION ITEMS TO BE CONSIDERED BY THE TOWN COMMISSION

- 21-PR-01 / Parking Reduction for a self-storage facility
- 21-SP-05 / Site Development Plan for a gasoline station, fast food restaurant, bank/medical office/retail and self-storage facility (Seneca Town Center)

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board held a public meeting on October 21, 2021. The Planning and Zoning Board recommends approval of the proposed ordinance language.

PUBLIC NOTICE REQUIREMENTS

Florida Statutes Section 166.041(3)(c)(2) outlines the requirements for ordinances that change the permitted uses. The proposed ordinance changes were advertised in the Sun Sentinel at least seven days prior to today's hearing consistent with Florida Statutes.

The second public hearing will be advertised for the December 15, 2021 Town Commission meeting.

BACKGROUND

Within the B-1 Business District is a property identified as Seneca Plat Parcel B. In 1996 the former property owners of Parcel B requested the property be rezoned from M-1 (Industrial District) and B-1 to solely B-1. Additionally, it was requested that use restrictions be placed on Parcel B. The restriction of uses for Parcel B was set forth in Ordinance 96-6-1.

In 2003 a subsequent former property owner requested that the permitted uses for Parcel B be expanded to be more consistent with B-1 District permitted uses. The expanded uses for Parcel B were set forth in Ordinance 03-06-03.

The current property owner and its agent of a property within Parcel B is requesting that the permitted uses for Parcel B be further amended to allow for self-storage and a gasoline station without the requirement of a Special Permit. This request is consistent with a concurrent Site Development Plan and Parking Reduction applications. The proposed self-storage and gasoline station is part of a larger development that includes a fast-food restaurant, and a retail/office building.

ANALYSIS

The underlining zoning district for Parcel B is B-1 Business District. The subject site is located within the Seneca Plat Parcel B ("Parcel B"). Permitted uses within Parcel B are governed by Ordinance 03-06-03. The ordinance includes permitted uses, uses requiring a Special Permit and prohibited uses. A gasoline station is currently allowed within Parcel B by Special Permit. The ordinance does not address "self-storage" within Parcel B.

The applicant is requesting the following text changes to the ordinance:

- To allow a gasoline station, limited to one, as a permitted use. This would eliminate the Special Permit requirements.
 - Proposed ordinance language from applicant: *Gasoline, diesel or natural gas sales, motor vehicle service stations) limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.*
- To allow a self-storage facility as a permitted use. Self-storage facilities are currently not allowed.
 - Proposed ordinance language from applicant: *Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.*

In addition to these changes, Staff is proposing to remove gasoline stations from Special Permits, add a clarification to convenience stores under Special Permits, and clean up some previous language that should not be in the Code.

While the B-1 permitted uses does not apply to Parcel B, Staff acknowledges that the B-1 zoning district prohibits "wholesale, warehouse or storage uses", but does not specifically address "self-storage" (Section 28-189(3)). The M-1 zoning district allows self-storage facilities.

The subject property has a Land Use designation of "Commercial" The Town's Comprehensive Plan does not directly address self-storage facilities but does all for "office and business uses" within the Commercial and Industrial land use categories.

Within the B-1 zoning district there are no existing self-storage facilities. If these did exist, they would be considered nonconforming and be allowed to remain without any enlargement or intensification. Within the M-1 zoning district there are existing self-storage facilities. Some of these facilities are low-scale older styles with outside access and two are newer styles where most access is from the interior.

It should be noted that the B-1 zoning district has restrictions on the placement of gasoline stations. As Ordinance 03-06-03 regulates uses within Parcel B and limits gasoline, diesel or natural gas sales, motor vehicle service stations to one within Parcel B it is the position of the Town that the restrictions in the B-1 zoning district do not apply.

A Special Permit is generally a use that can be accommodated within a zoning district but requires additional review and may include conditions of approval. Staff believes that the proposed restriction being placed on the gasoline station, the built-out nature of Parcel B, and the concurrent site development plan application provides sufficient review opportunities by the Planning and Zoning Board and Town Commission.

Concurrent with the applicant's request to allow a self-storage facility within Parcel B, the Town Planner has worked with the applicant to achieve an architectural design of the proposed self-storage that is cohesive to the overall site and minimizes the appearance if a self-storage facility.

RECOMMENDATION

Staff recommends approval the proposed ordinance amendment as follows:

(strikethrough = deletion; underline = addition)

Permitted Uses:

- 2) Bakery and delicatessen: Including the preparation, distribution, and retail sales of products ~~(uses such as Dunkin Donuts/ Krispy Kreme).~~

18) Gasoline, diesel or natural gas sales, motor vehicle service stations) limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.

19) Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.

The following uses may be permitted by the Town of Pembroke Park by Special Permit in accordance with the procedures in Section 28-188 of the Code of Ordinances:

- ~~1) Gasoline, diesel or natural gas sales, motor vehicle service stations (limited to one within Parcel B).~~
- ~~2)1) Truck fueling facilities.~~
- ~~3)2)Arcades, automotive repair establishments, convenience stores not associated with fuel pumps.~~
- ~~4)3) New or used automobile, boat. Motorcycle, RV, truck or trailer display, sales and repairs,~~
- ~~5)4) Auto laundry within an enclosed building.~~
- ~~6)5) Tire and battery store.~~

See attached Exhibit A for proposed ordinance amendment. Proposed language is in underline format and deleted language is in ~~strikethrough~~ format.

RECOMMENDATION:

Approve Ordinance 2021-007 on First Reading

ATTACHMENTS:

[Parcel B Map](#)

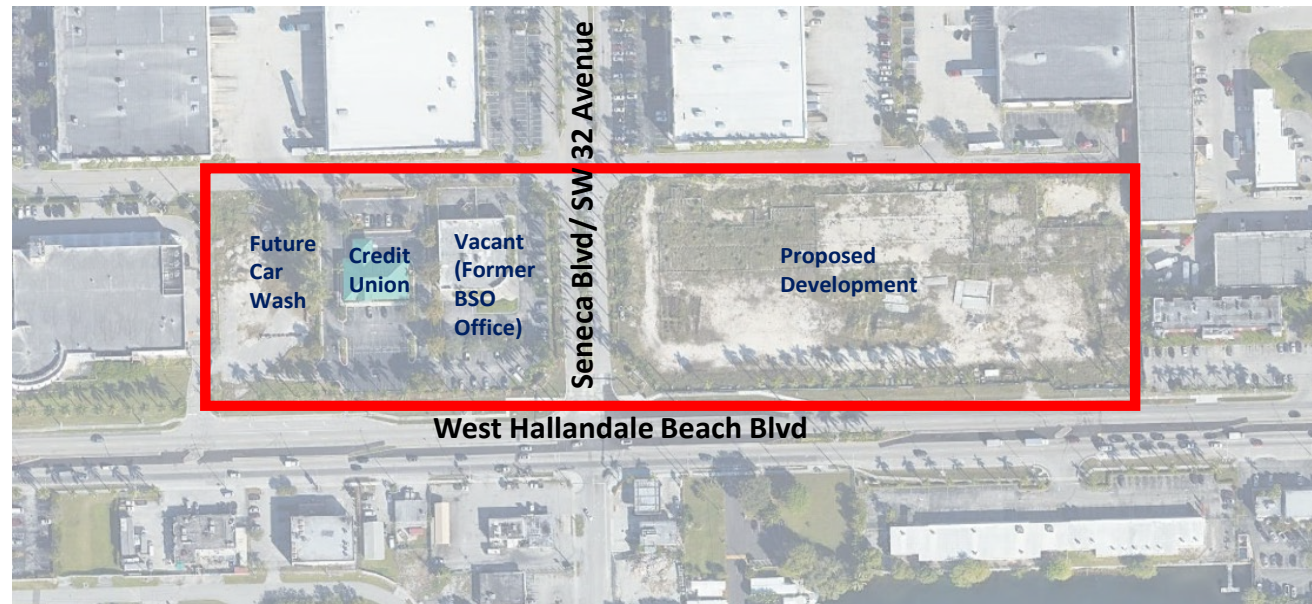
[Ordinance 03-06-03](#)

[Applicant's Request](#)

[2021-007 Seneca Parcel B](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 03 2021
Melissa Anderson, Town Attorney	Approved - Nov 04 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

Parcel B of the Seneca Plat



ORDINANCE NO. 03-06-03

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hallandale Remaining Lands, LLC and Seneca Security Holdings, LLC have submitted an application to amend the permitted use for their property described in Section 1 hereof and located in the B-1 Business Zoning District; and

WHEREAS, the subject property previously was entitled to all of the permitted uses described in the B-1 Business Zoning District; and

WHEREAS, the prior owners of the subject property requested that the permitted uses be amended to a more restricted schedule of permitted uses of their property for their development purposes; and

WHEREAS, the Town amended the permitted uses on the subject property as set forth in Ordinance No. 96-6-1; and

WHEREAS, the applicants have requested that the permitted uses be amended so that they are more consistent with the permitted uses of other properties within the B-1 Business Zoning District; and

WHEREAS, the Town's Consultant Planner has reviewed the re-zoning application, the Town's Code of Ordinances and Comprehensive Plan, the development of the property in the area, and has prepared a report setting forth the appropriate permitted uses for the subject property; and

WHEREAS, the Hearing Examiner of the Town of Pembroke Park pursuant to the notice requirements of Chapter 28, of the Code of Ordinances of the Town of Pembroke Park, and Chapter 166, Florida Statutes, conducted a public hearing on June 9, 2003 to consider the re-zoning application and took testimony from the applicant, Town Staff and interested parties; and

WHEREAS, the Hearing Examiner has prepared a report based upon the evidence submitted at the aforesaid public hearing and has recommended that the Pembroke Park Town Commission

grant the request for amendment of the permitted uses on the property as set forth in the attached Exhibit "A"; and

WHEREAS, the Pembroke Park Town Commission has reviewed the Hearing Examiner's Report and conducted a public hearing on June 11, 2003 and deems it in the best interest of the Town of Pembroke Park to amend the permitted uses of the subject property as set forth in the attached Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the re-zoning petition filed by Hallandale Remaining Lands, LLC and Seneca Security Holdings, LLC to amend the zoning classification for the following described property, to wit:

Parcel B, "SENECA PLAT", according to the plat thereof, as recorded in Plat Book 165, Page 9 of the Public Records of Broward County, Florida

Less the following described parcel of land:

Commence at the Southeast corner of said Parcel B;

Thence North 01°39'19" West along the East line of said Parcel B, a distance of 346.34 feet to the Point of Beginning;

Thence South 88°18'54" West, a distance of 1,341.09 feet;

Thence North 01°33'09" West along the West line of said Parcel B, a distance of 104.05 feet;

Thence North 88°18'07" East along the North line of Parcel B, a distance of 670.28 feet;

Thence North 88°21'41" East along the North line of said Parcel B, a distance of 670.63 feet;

Thence South 01°39'13" East along the East line of said Parcel B, a distance of 103.66 feet to the Point of Beginning.

Said lands situate, lying and being in the Town of Pembroke Park, Broward County, Florida; containing 10.43 acres, more or less.

be and the same is hereby granted, and the permitted uses for the subject property shall be those set forth in the attached Exhibit "A".

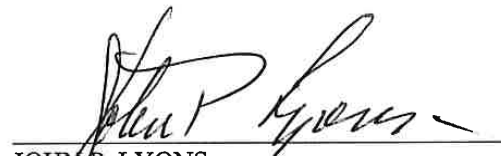
Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not effect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4: That this Ordinance shall be in force and take effect made upon its passage and adoption.

PASSED AND ADOPTED on First Reading this 11th day of June, A.D., 2003.

PASSED AND ADOPTED on Second Reading this 20th day of June, A.D., 2003.



JOHN P. LYONS
Mayor-Commissioner

ATTEST:



HOWARD P. CLARK, JR.
Clerk-Commissioner

03-06-03-Ord-corrected.wpdFN18599E

EXHIBIT "A"

PERMITTED USES OF REAL PROPERTY DESCRIBED IN SECTION 1 OF
ORDINANCE 03-06-03

- (1) The following types of retail stores:
Antiques, art supply, automobile accessory, automobile new parts, bait and tackle, boat and marine motors in buildings, business machines, camera and photographic supply, confectionery, dairy products, dairy supplies and equipment not including feed or fertilizers, department, dresses, poultry, drug, dry goods, florist, fruit and vegetable, furniture, furrier, garden supply, gift, greeting cards, grocery, hardware, hobby supply, home appliances, household furnishings, ice cream, jewelry, leather goods and luggage, linens, fabrics and draperies, meat market, music and musical instruments, newsstand, notions, office furniture and equipment, optical goods, package liquor, paint, pets and pet supply, seafood, souvenir, sporting goods, stationary and books, sundry, supermarket, television, tobacco, radio and phonograph, toy, wallpaper, wearing apparel, swimming pool supplies and equipment, variety.
- (2) Bakery and delicatessen ~~provided all preparation of food is for retail sale on the premises, and the services of not more than six (6) persons are utilized in any such establishment including the preparation, distribution and retail sales of products (uses such as Dunkin Donuts / Krispy Kreme).~~
- (3) The following personal services:
Barber, beauty parlor, pressing and mending, shoe repair, shoe-shine.
- (4) The following miscellaneous uses:
Day nursery, dressmaking, laundry and dry cleaning pickup station, medical and dental offices, nonalcoholic beverage bar, nursery school, restaurant, tailor, watch and jewelry repair, self-service laundry.
- (5) Automobile parking lot and parking garage.
- (6) Hotel and motel.
- (7) The following services:
~~Bath and massage parlors, commercial gymnasiums, service stations (see Special Permit use list), fur storage, hospitals as defined in Section 395.002, Florida Statutes 1995, radio, television and phonographic repair incidental to sales, reducing studio, quick-service laundry, utility trailer display and storage incidental to a service station with not more than ten (10) such trailers for rental or sale purposes (see Special Permit use list).~~
- (8) Dry cleaning establishment for direct services to customers, subject to the following limitations and requirements:
 - a. Service shall be rendered directly to customers who bring in and pick up the articles to be dry-cleaned.
 - b. The establishment shall not provide wholesale or commercial pickup or delivery service.
 - c. The services of not more than five (5) persons shall be utilized in the operation of the establishment.
 - d. Not more than two (2) cleaning units shall be used in any establishment, neither of which shall have a rated capacity of forty (40) pounds.
 - e. The entire cleaning and drying process shall be carried on within completely enclosed solvent-reclaiming units.

- f. All solvents used in the cleaning process and the vapors therefrom shall be non-explosive and nonflammable.
- (9) The following amusement and recreational uses:
Aquarium, assembly hall, nightclub, music hall, bar, tavern, pool or billiard room, theater, museum, exhibits.
 - (10) The following types of office uses:
Banks and financial institutions, business and professional offices, custom brokers and manufactures agency, employment office, governmental offices, messenger office, post office, public utility offices, stock broker, stock exchange, telegraph office, ticket office, travel agency, newspaper office.
 - (11) The following miscellaneous uses:
Art, charm, dancing, dramatic or music schools, business or commercial school, artist studio, auction of art goods, rugs and the like, costumer, dental laboratory, interior decorator, ~~meter bus terminal~~, lawn furniture sale, photographic studio, radio and television studios, public safety such as police, rescue and fire stations, governmental offices.
 - (12) New or used automobile, truck and trailer display, sales and repairs, when a special permit has been issued by the Town Commission approving the operational hours, lighting, signage and location of vehicles. Repair and service garage, not including bumping and painting. Auto laundry, boat sales (see Special Permit use list).
 - (13) Home appliance repair, hand laundry, job printing shop, locksmith, sharpening and grinding, radio, television and phonographic repair, newspaper printing plant.
 - (14) Archery range (indoor), barbecue stand, boxing and sports arena, drive-in restaurant, refreshment stand, golf driving range, miniature golf course, bowling alley, ~~pony ride and pony riding rink~~, skating rink, swimming pool, drive-in theater.
 - (15) Armory, lodge hall, ~~pawnshop~~, telephone exchange, taxidermist, veterinary, research and testing laboratory, mortuary or undertaker, pest control agency, plant nursery or landscaper.
 - (16) Tire and battery store (see Special Permit use list), retail plumbing and electrical fixtures, lawn mower rental, sales and service, ship chandlery, upholstering shop utilizing the services of not more than four (4) persons on the premises and occupying not more than for thousand (4,000) square feet of floor space, offices of electrical and plumbing contractors, including not over four thousand (4,000) square feet of enclosed storage and shop space, with no outside or open air storage of supplies or materials, ~~used furniture and household appliances entirely within a fully enclosed building.~~
 - (17) Accessory uses and structures.

The following uses may be permitted by the Town of Pembroke Park by Special Permit in accordance with the procedures in Section 28-188 of the Code of Ordinances:

- (1) Gasoline, diesel or natural gas sales, motor vehicle service stations (limited to one within Parcel B).
- (2) Truck fueling facilities.
- (3) Arcades, automotive repair establishments, convenience stores.
- (4) New or used automobile, boat, motorcycle, RV, truck or trailer display, sales and repairs.
- (5) Auto laundry within an enclosed building.
- (6) Tire and battery store.

None of the following uses shall be permitted:

- (1) Bath and massage parlors, adult entertainment uses as defined in Chapter 15 Article IX of the Town's Code of Ordinances. This provision shall not be construed to prohibit the owner from requesting a specific rezoning to the Town's B-1A Business Adult Use Overlay Zoning District. The Town is not obligated to approve any such rezoning.
- (2) Pawn shops.
- (3) Thrift stores.
- (4) Tattoo and piercing parlors.
- (5) Fortune tellers / Astrology.
- (6) Flea markets.
- (7) Religious establishments.

Brian S. Adler
Tel 305-350-2351
Fax 305-351-2206
badler@bilzin.com

October 14, 2021

VIA ELECTRONIC MAIL

Heidi Siegel, AICP
Town Planner
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

**Re: Amended Application for Amendment to Text of Zoning Code/Ordinance
3195 W. Hallandale Beach Boulevard (the "Property")**

Dear Ms. Siegel:

AMENDED LETTER OF INTENT

Please consider this our Amended Letter of Intent on behalf of the applicant, Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC (the "Applicant"), in connection with an application for a text change to the Town of Pembroke Park Zoning Code. Specifically, we are seeking a change to Town of Pembroke Park Seneca Plat Ordinance No. 96-6-1 as amended by Ordinance No. 03-06-03 (the "Seneca Ordinance") for a portion of Parcel B, Seneca Plat.

I. Seneca Plat Ordinance 03-06-03

The Seneca Plat is recorded in Plat Book 165 at Page 9 of the public records of Broward County, Florida. A portion of Parcel B within the plat is governed under a separate set of specific regulations adopted by the Town of Pembroke Park dating back to 1996 pursuant to Town of Pembroke Park Ordinance No. 96-6-1. The Town substantially amended the original ordinance in 2003 and incorporated a revised list of uses permitted or prohibited on the governed property.

Our client's request is to further amend the Ordinance as it relates to the portion of Seneca Park Plat Parcel B to move one of the Special Permit uses to a permitted use with conditions, and to add an additional permitted use with conditions.

MIAMI 8855992.3 100009/300034

Bilzin Sumberg Baena Price & Axelrod LLP | 1450 Brickell Avenue, 23rd Floor, Miami, Florida 33131-3456
Tel 305.374.7580 | Fax 305.374.7593 | bilzin.com

II. Zoning and Seneca Plat Ordinance

The Seneca Plat ordinance essentially creates an overlay district pursuant to Town of Pembroke Park Ordinance No. 96-6-1 as last modified by Town of Pembroke Park Ordinance No. 03-06-03. The Seneca Plat Ordinance specially governs, and essentially supersedes the permitted use and use regulations within the noted portion of Parcel B of the Seneca Plat rather than the B-1 uses under the Town Code.

The Ordinance categorizes uses into three distinct categories, uses that are permitted as of right (which includes retail stores, offices, restaurants and other uses), uses that are permitted but require Special Permit approval, and uses that are prohibited in the district. The Seneca Plat Ordinance specifically allows and provides for the location of one gasoline station within Parcel B of the Seneca Plat. Therefore, the use under Seneca Plat Ordinance specifically governs over the use or spacing provisions otherwise set forth in the Town's land development regulations.

III. Gasoline Service Station

There are no existing gasoline stations within Parcel B of the Seneca Plat. Therefore, notwithstanding other provisions within the Town Code, one gasoline station is permitted within the Parcel B of the Seneca Plat. The proposed convenience store and gasoline station at the intersection of Seneca Boulevard and West Hallandale Beach Boulevard is the ideal location for such a use.

The Seneca Park Ordinance lists various uses and under certain uses qualifies or conditions those uses. For example, item (8) notes that dry cleaning establishments are permitted but limits the number of cleaning units and other aspects of the operation. Similarly, the ordinance contains restrictions or conditions for some of the other uses such as items 7 and 16.

Based on the foregoing, our client proposes an amendment to the transfer gasoline stations from the special permit list to the Seneca Park Ordinance permitted use list as item number (18), with conditions. Further, concurrently with this application, our client is seeking site plan approval consistent with the proposed conditions. For consideration, our client proposes item (18)¹ to read as follows:

(18) Gasoline, diesel or natural gas sales, motor vehicle service stations, limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.

III. Self-Storage

As noted in the accompanying applications travelling with this proposed amendment, our client is proposing to develop the approximate 6.22 acre Parcel with a comprehensive development that will convert what historically has been vacant land into an attractive and

¹ We propose the transferring of the use to item (18) also simultaneously include the removal of the use from item (1) under the Special Permit section.

functional development that will activate the corner and bring needed new development and productivity to the intersection.

Simultaneous with the filing of this zoning text amendment application, our client is seeking site development approval from the Town of Pembroke Park.

Importantly, as detailed further in the above-referenced letter of intent, the proposed self-storage facility is not a standalone use but an integral part of a cohesive development to aesthetically and functionally complement the other proposed uses. Similar to the gasoline station/convenience store described above, our client proposes to amend the Seneca Park Ordinance to allow for a single self-storage facility within Parcel B of the Seneca Plat.

The Property subject to the accompanying site-specific application would serve as the single facility within Parcel B. We propose that the Seneca Plat Ordinance be modified to create a new subsection 19 as follows:

(19) Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.

The proposed storage facility, similar to the proposed gasoline station, will serve as the single location for such uses within Seneca Park Parcel B.

Based on the forgoing, we respectfully request staff's favorable recommendation of the amendments to the Seneca Plat Ordinance to permit a single gasoline station and single self-storage facility within Parcel B.

Thank for your review of the foregoing, should you have any questions, please do not hesitate to contact me at 305-350-2351.

Very truly yours,



Brian S. Adler

BSA/ea

ORDINANCE NO. 2021-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, in 2003, the zoning and permitted uses for the property (the “Property”) located at “A Portion of Parcel B, Seneca Plat, according to the Plat thereof, as recorded in Plat Book 165, Page 9, of the Public Records of Broward County, Florida” and more fully described in Section 1 of this Ordinance, was changed by Ordinance 03-06-03; and

WHEREAS, the Owners of the Property have applied for a change from the zoning and permitted uses granted in Ordinance 03-06-03 in order to accommodate certain development activities; and

WHEREAS, the Town Planner has reviewed the Owner’s rezoning application for the Property and recommends to the Town of Pembroke Park Town Commission (the “Commission”) that it is in the best interest of the Town of Pembroke Park to amend the permitted uses of the subject property as set forth in the attached Exhibit A; and

WHEREAS, the Commission finds it in the best interest of the Town to revise the permitted uses for the Property as reflected in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the re-zoning petition filed by Owner for the following described property, to wit:

Parcel B, "SENECA PLAT", according to the plat thereof, as recorded in Plat Book 165, Page 9 of the Public Records of Broward County, Florida

Less the following described parcel of land: Commence at the Southeast corner of said Parcel B; Thence North 01°39'11" West along the East line of said Parcel B, a distance of 346.34 feet to the Point of Beginning;

Thence South 88°18'15" West, a distance of 1,341.09 feet;

Thence North 01°33'10" West along the West line of said Parcel B, a distance of 104.05 feet;

Thence North 88°18'07" East along the North line of Parcel B, a distance of 670.28 feet;

Thence North 88°21'14" East along the North line of said Parcel B, a distance of 670.63 feet;

Thence South 01°39'11" East along the East line of said Parcel B, a distance of 103.66 feet to the Point of Beginning.

Said lands situate, lying and being in the Town of Pembroke Park, Broward County, Florida; containing 10.43 acres, more or less.

be and the same is hereby granted, and the permitted uses for the subject property shall be those set forth in the attached Exhibit "A".

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM R. HODGKINS

EXHIBIT A

- 1) The following types of retail stores:
Antiques, art supply, automobile accessory, automobile new parts, bait and tackle, boat and marine motors in buildings, business machines, camera and photographic supply, confectionery, dairy products, dairy supplies and equipment not including feed or fertilizers, department, dresses, poultry, drug, dry goods, florist, fruit and vegetable, furniture, furrier, garden supply, gift, greeting cards, grocery, hardware, hobby supply, home appliances, household furnishings, ice cream, jewelry, leather goods and luggage, linens, fabrics and draperies, meat market, music and musical instruments, newsstand, notions, office furniture and equipment, optical goods, package liquor, paint, pets and pet supply, seafood, souvenir, sporting goods, stationary and books, sundry, supermarket, television, tobacco, radio and phonograph, toy, wallpaper, wearing apparel, swimming pool supplies and equipment, variety.
- 2) Bakery and delicatessen: Including the preparation, distribution, and retail sales of products (uses such as Dunkin Donuts/ Krispy Kreme).
- 3) The following personal services:
Barber, beauty parlor, pressing and mending, shoe repair, shoeshine.
- 4) The following miscellaneous uses:
Day nursery, dressmaking, laundry and dry-cleaning pickup station, medical and dental offices, nonalcoholic beverage bar, nursery school, restaurant, tailor, watch and jewelry repair, self-service laundry.
- 5) Automobile parking lot and parking garage
- 6) Hotel and motel.
- 7) The following services:
Commercial gymnasiums, service stations. (See Special-Permit use list), fur storage, hospitals as defined in Section 395.002, Florida Statutes 1995, radio, television and phonographic repair incidental to sales, reducing studio, quick-service laundry, utility trailer display and storage incidental to a service station with not more than ten (10) such trailers for rental or sale purposes (see Special Permit use list).
- 8) Dry cleaning establishment for direct services to customers, subject to the following limitations and requirements:
 - a. Service shall be rendered directly to customers who bring in and pick up the articles to be dry-cleaned.
 - b. The establishment shall not provide wholesale or commercial pickup or delivery service.
 - c. The services of not more than five (5) persons shall be utilized in the operation of the establishment.
 - d. Not more than two (2) cleaning units shall be used in any establishment, neither of which shall have a rated capacity of forty (40) pounds.
 - e. The entire cleaning and drying process shall be carried on within completely enclosed solvent-reclaiming units.
 - f. All solvents used in the cleaning process and the vapors therefrom shall be non- explosive and nonflammable.
- 9) The following amusement and recreational uses:
Aquarium, assembly hall, nightclub, music hall, bar, tavern, pool, or billiard room, theater, museum, exhibits.
- 10) The following type of office uses:
Banks and financial institutions, business and professional offices, custom brokers and manufactures agency, employment office, governmental offices, messenger office, post office, public utility offices, stockbroker, stock exchange, telegraph office, ticket office, travel agency, newspaper office.
- 11) The following miscellaneous uses:

Art, charm, dancing, dramatic or music schools, business or commercial school, artist studio, auction of art goods, rugs and the like, costumer, dental laboratory, interior decorator, lawn furniture sale, photographic studio, radio and television studios, public safety such as police, rescue and fire stations, governmental offices.

- 12) New or used automobile, truck and trailer display, sales and repairs, when a special permit has been issued by the Town Commission approving the operational hours, lighting, signage and location of vehicles. Repair and service garage, not including bumping and painting. Auto laundry, boat sales (see Special Permit use list).
- 13) Home appliance repair, hand laundry, job printing shop, locksmith, sharpening and grinding, radio, television and phonographic repair.
- 14) Archery range (indoor), barbecue stand, boxing and sports arena, drive-in restaurant, refreshment stand, golf driving range, miniature golf course, bowling alley, skating rink, swimming pool.
- 15) Lodge hall, telephone exchange, taxidermist, veterinary, research and testing laboratory, mortuary or undertaker, pest control agency.
- 16) Tire and battery store (see Special Permit use list), retail plumbing and electrical fixtures, lawn mower rental, sales and service, ship chandlery, upholstering shop utilizing the services of not more than four (4) persons on the premises and occupying not more than four thousand (4,000) square feet of floor space; offices of electrical and plumbing contractors, including not over four thousand (4,000) square feet of enclosed storage and shop space, with no outside or open air storage of supplies or materials.
- 17) Accessory uses and structures.
- 18) Gasoline, diesel or natural gas sales, motor vehicle service stations) limited to one within Parcel B. The facility shall be located on a corner parcel to provide access on two public streets.
- 19) Self-Storage facility, limited to one within Parcel B, submitted as part of an overall site plan, with a maximum building height, as defined in Section 28-1 of the Town Code, of fifty-five (55) feet. The exterior storage bays shall not front Hallandale Beach Boulevard.

The following uses may be permitted by the Town of Pembroke Park by Special Permit in accordance with the procedures in Section 28-188 of the Code of Ordinances:

- ~~1) Gasoline, diesel or natural gas sales, motor vehicle service stations (limited to one within Parcel B).~~
- 2) 1) Truck fueling facilities.
- ~~3) 2) Arcades, automotive repair establishments, convenience stores not associated with fuel pumps.~~
- 4) 3) New or used automobile, boat, motorcycle, RV, truck or trailer display, sales and repairs,
- ~~5) 4) Auto laundry within an enclosed building.~~
- 6) 5) Tire and battery store.

None of the following uses shall be permitted:

- 1) Bath and massage parlors, adult entertainment uses as defined in Chapter 15 Article IX of the Town's Code of Ordinances. This provision shall not be construed to prohibit the owner from requesting a specific rezoning to the Town's B-1A Business-Adult Use Overlay Zoning District. The Town is not obligated to approve any such rezoning.
- 2) Pawn shops.
- 3) Thrift stores.
- 4) Tattoo and piercing parlors.
- 5) Fortune tellers / Astrology.
- 6) Flea markets.
- 7) Religious establishments.



MODERNIZATION PROJECT

November 23, 2021





INTRODUCTION & AGENDA

Austin O'Mahony– Account Manager

- 5+ years with TKE

Safety & TK Elevator: About Us

Door Lock Monitoring Code Adoption

Modernization Equipment Outline

Modernization Plan

MAX Service Tool





SAFETY

Diminishing the risk

Words/thoughts to look out for:

- “The chance is very slim”
- “I’ll be extra careful”
- “It won’t happen to me”
- “It will only take a few minutes”
- “I’m just”
- “It’s only”
- “I’ve done it a million times”





ABOUT US

- 117 Branches throughout the United States
 - Servicing 190,000 units
 - 3,472 field mechanics
- 3 Lines of Business





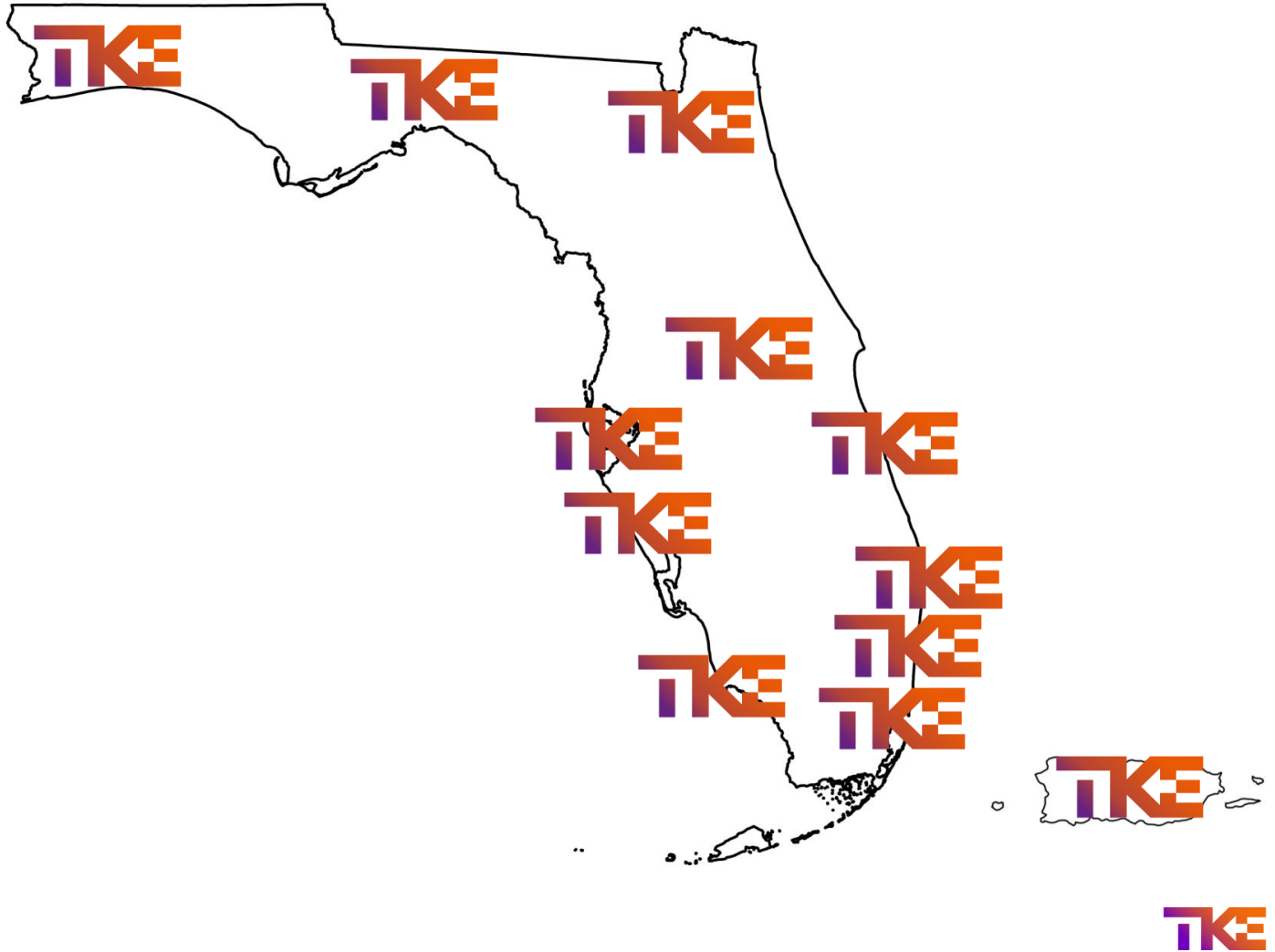
ABOUT US – FLORIDA REGION

➤ 12 Branches throughout Florida

➤ Servicing 25,000 units

➤ 900 employees

- | | |
|--------------------|---------------------|
| 1) Fort Lauderdale | 7) Puerto Rico |
| 2) Fort Meyers | 8) Sarasota |
| 3) Jacksonville | 9) Tallahassee |
| 4) Miami | 10) Tampa |
| 5) Orlando | 11) Vero Beach |
| 6) Pensacola | 12) West Palm Beach |





ABOUT US – FORT LAUDERDALE BRANCH

- Servicing 2,800 units throughout Broward County
 - 22 service technicians
 - 8 repair technicians
 - 12 Modernization technicians
 - 24 New Installation technicians
- Largest Service Provider in the Tri-County Area (11,000 units)





DOOR LOCK MONITORING

What is it?

The hoistway door lock monitoring system is a code-compliant safety device that prevents automatic operation of passenger and freight elevators with defective door contact circuits. It's designed to keep the elevator at the landing if any of these faulty conditions exist:

- The car door is fully open.
- The car door contact is closed, or the portion of the circuit incorporating this contact is bypassed.
- The interlock contact of the landing door that is coupled to the opened car door is closed, or the portion of the circuit incorporating this contact is bypassed.
- The car door contact and interlock contact of the door that is coupled to the opened car door are closed, or the portion of the circuits incorporating these contacts are bypassed.

DOOR LOCK MONITORING

History

- Came into effect in the 2000 version of the A17.1 Code
 - At that time, it only affected New Installations/Modernizations and was not retroactive to existing installations (A17.3)
- Newly adopted ASME A17.3 2015 Code involves retroactive enforcement of this requirement, not just New Installations
- NOTE: Installations after 2000 SHOULD have this feature (part of ASME A17.1 2000 Code); however, it is impossible to know without field verification on all installations from all OEMs
 - Field verification may be required

3.10.12 System to Monitor and Prevent Automatic Operation of the Elevator With Faulty Door Contact Circuits

Means shall be provided to monitor the position of power-operated car doors that are mechanically coupled with the landing doors while the car is in the landing zone, in order

(a) to prevent automatic operation of the car if the car door is not closed [see 3.4.2(c)], regardless of whether the portion of the circuits incorporating the car door contact or the interlock contact of the landing door coupled with the car door, or both, are closed or open, except as permitted in 3.10.7

(b) to prevent the power closing of the doors during automatic operation if the car door is fully open and any of the following conditions exist:

(1) The car door contact is closed, or the portion of the circuit incorporating this contact is bypassed.

(2) The interlock contact of the landing door that is coupled to the opened car door is closed, or the portion of the circuit incorporating this contact is bypassed.

(3) The car door contact and the interlock contact of the door that is coupled to the opened car door are closed, or the portions of the circuits incorporating these contacts are bypassed.

FLORIDA - DOOR LOCK MONITORING

What does this mean for us?

Enforced through FAC 61C-5.001

Compliance deadline is
December 31, 2023



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RULE TITLE: Florida Administrative Code 61C-5.001 Safety Standards.

NOTICE OF CHANGE

Dear Elevator Licensee or Elevator Personnel,

The Bureau of Elevator Safety has adopted new ASME Elevator Safety Code A17.3-2015, Safety Code for Existing Elevators and Escalators. Part of this new Safety Code includes Section 3.10 Operating Devices and Control Equipment, Requirement 3.10.12 System to Monitor and Prevent Automatic Operation of the Elevator with Faulty Door Contact Circuits. All conveyances licensed by the State of Florida Bureau of Elevator Safety, including those located within the 5 contracted jurisdictions must be in compliance of the above Code by December 31, 2023. The Bureau of Elevator Safety encourages all owners of conveyances licensed by the State of Florida or any of its 5 Contracted Jurisdictions to contact your Elevator Company to discuss what your conveyances will need in order to comply with this section of A17.3-2015. Your received this notice because this is the official email address on record for the license(s). If you no longer own, lease or manage the elevator property, please take the time to notify the Bureau of Elevator Safety of the change of ownership at dbpr.elevators@myfloridalicense.com. For licensing and other information, you may call our Customer Contact Center at 850.487.1395 between the hours of 8:00 a.m. - 5:00 p.m., ET, Monday through Friday.

Regards,
Bureau of Elevator Safety





MODERNIZATION Equipment Outline





MODERNIZATION



MOD Fusion fixtures:



Benefits of a Modernization

- Increased efficiency
- Improved performance & reliability
- Greater availability of replacement parts
- Compliance with retroactive & current codes

HYDRAULIC CONTROLLER

TAC-32

- Non-proprietary user-interface tools
 - Unrestricted access for on-board adjusting and troubleshooting keeps trouble calls short
- Battery lowering unit
 - Prevents entrapments and provides supplemental power to the controller in case of an outage
 - Eliminates the need for a costly power generator
- Solid state starter
 - Energy-efficient motor starter minimizes power surges and provides smooth, quiet and reliable operation
- Elevator positioning encoder
 - Teflon-coated, perforated tape runs the length of the hoistway, digitally communicating the elevator's location
 - This provides a safe and level landing for passengers when boarding and exiting





LD 16 DRIVE ONLY & GAL MOVFR II



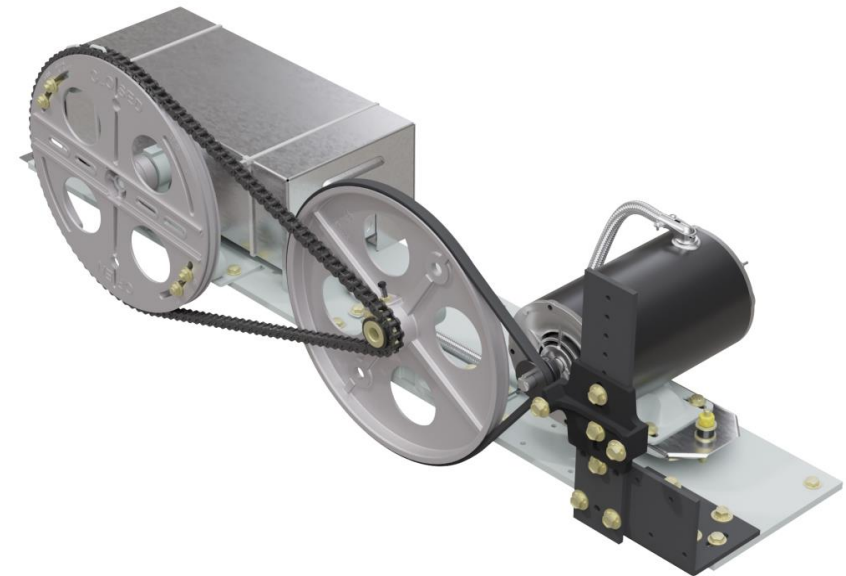
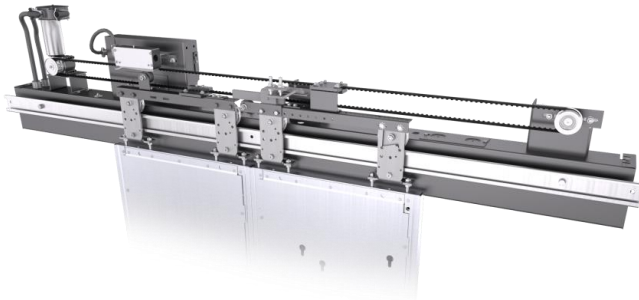
Provides quick, quiet and smooth door operation

Elevator doors open and close an average of four times each elevator call. And door faults are the most common service call in the elevator industry.

Tuning up and replacing your elevator door equipment improves its reliability and performance. This process can include replacing the door motor, operator belts, tracks, hangers and gibs.

Features and benefits

- Provides quick, quiet and smooth elevator door operation
- Decreases door-related shutdowns
- Reduces service calls
- Increases passenger safety
- Helps maintain the cosmetics and aesthetics of your hoistway and elevator doors

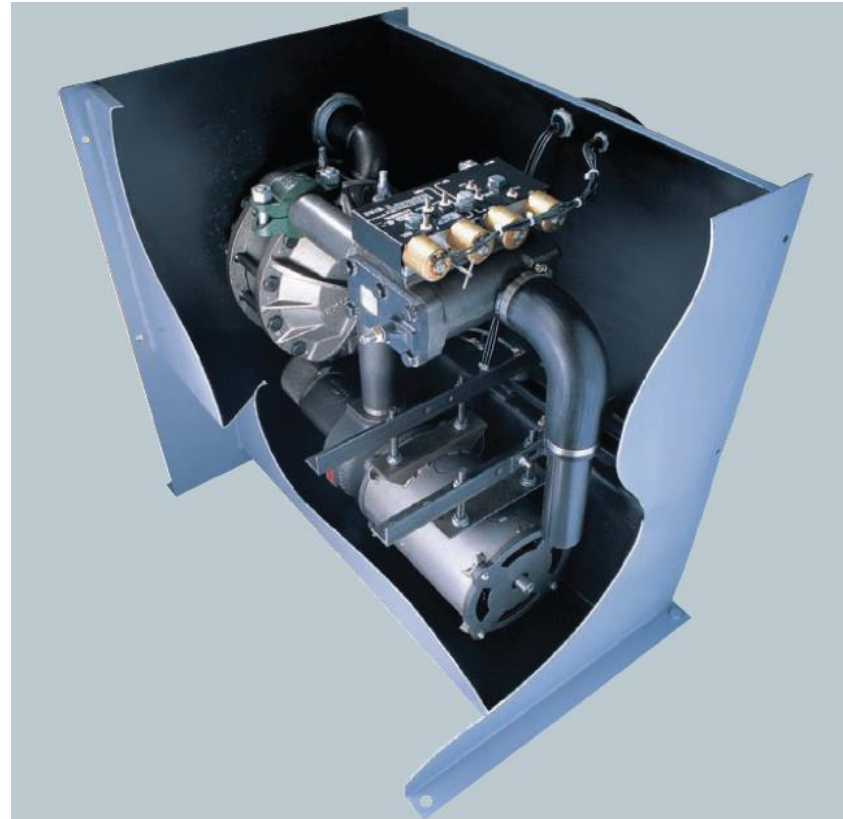


HYDRAULIC POWER UNIT

Submersible

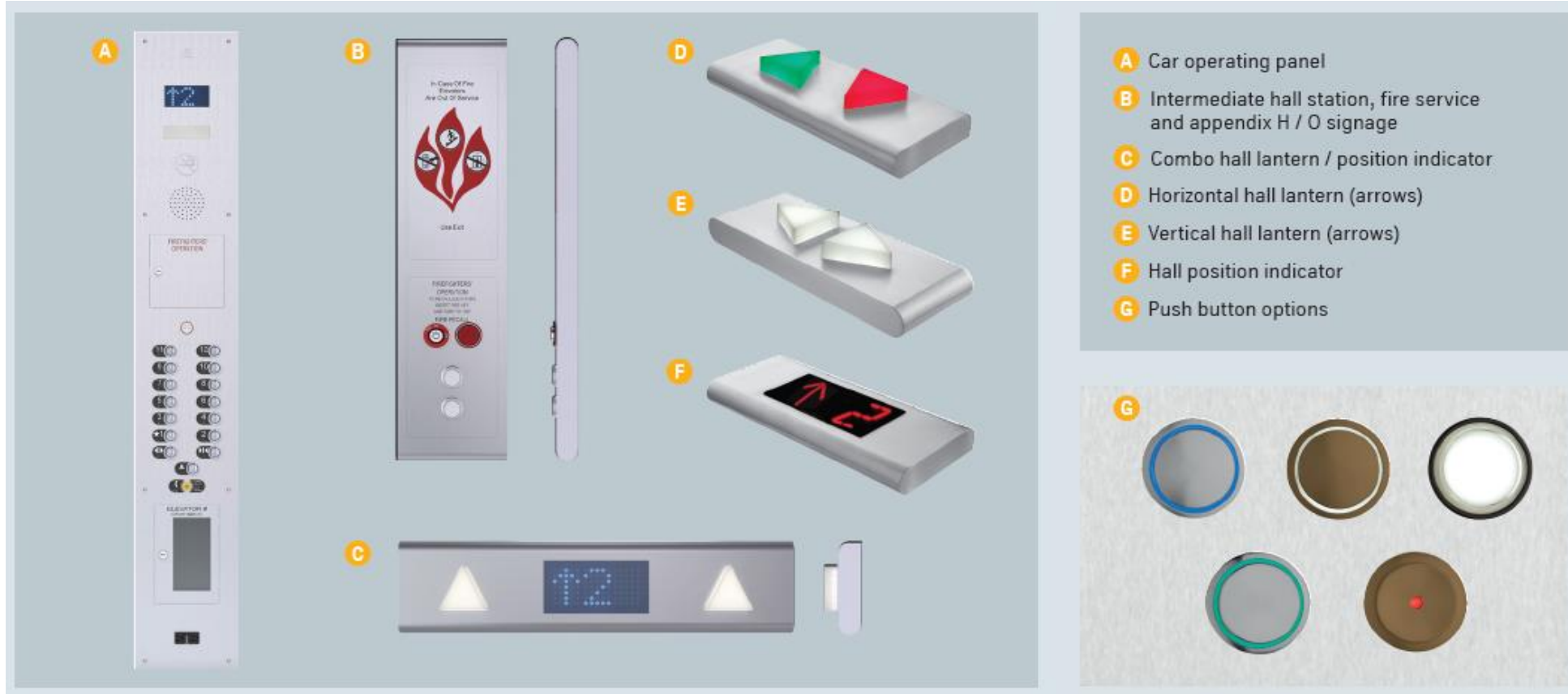
Features and benefits

- Helps prevent shutdowns
- Consistently maintains correct oil temperatures
- Increases life of oil, seals, valve, pump and motor
- Improves leveling and elevator performance
- Smoother, more consistent ride quality
- Quieter operation
- Reduced vibration
- Reduced maintenance
- Reduced floor-to-floor times



MOD-FUSION SURFACE MOUNT FIXTURES

Car Operating Panel (COP), Hall Stations, and Car Riding Lanterns – *Vandal Resistant Buttons*





CAB INTERIORS

- Stainless Steel Ceilings with LED Lighting
- New Applied Panels with Stainless Steel Reveals





MODERNIZATION PLAN



THREE PHASE APPROACH

Pre-Modernization

- Field Engineering Surveys (Approx. 2 -4 weeks)
- Engineering / Submittal Review
- Manufacturing
- Equipment Shipping / Storage

Mobilization

- Equipment / Tools Storage
- Parking
- Rigging and Hoisting

Modernization

- One Crew working
- Project Management / Supervision
- Complete Subcontract Work
- Project Closeout





PROJECT FLOW CHART



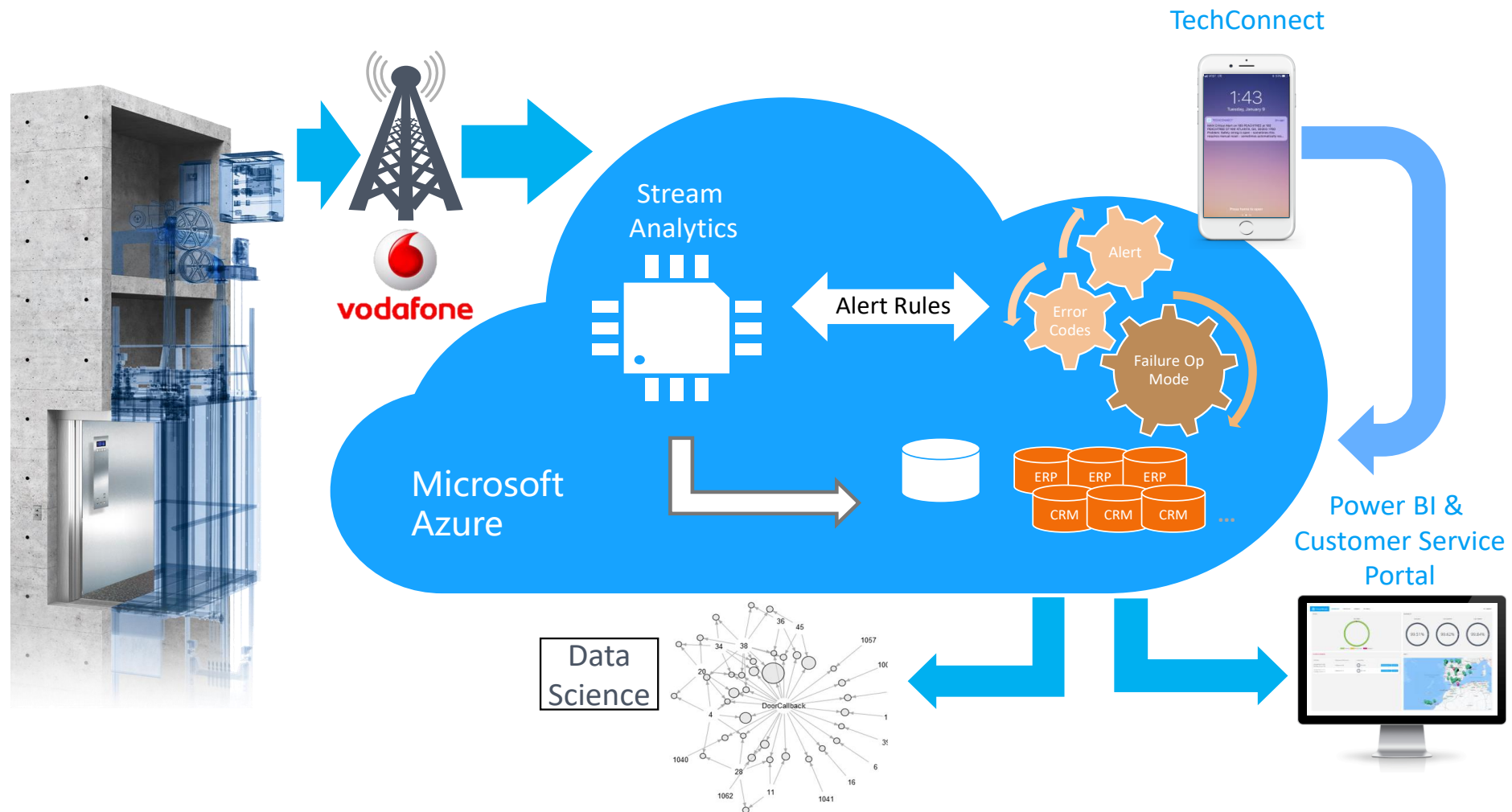


MAX SERVICE TOOL



MAX CONT.

MAX IoT Platform



MAX: REAL-TIME, CLOUD-BASED PREDICTIVE MAINTENANCE

Service before and after MAX

Elevator breaks

Customer discovers

Place service call

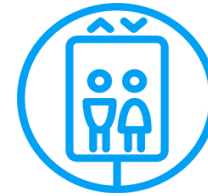
Provide dispatch a detailed description

Technician goes onsite

Returns unit to service



"Elevator is broken, need service immediately"



MAX- the game changer

Elevator breaks

Sends data to the cloud

Technician receives alert

Detailed description

Recommended solutions and returns to service



TECHCONNECT 2m ago
MAX Critical Alert on 180 PEACHTREE at 180 PEACHTREE ST NW ATLANTA, GA, 30303-1760
Problem: Safety string is open - sometimes this requires manual reset - sometimes automatically res...

Employee Work Description

Possible Failures

Worn Tape Guides

Poor ground on selector

Slipped Magnet

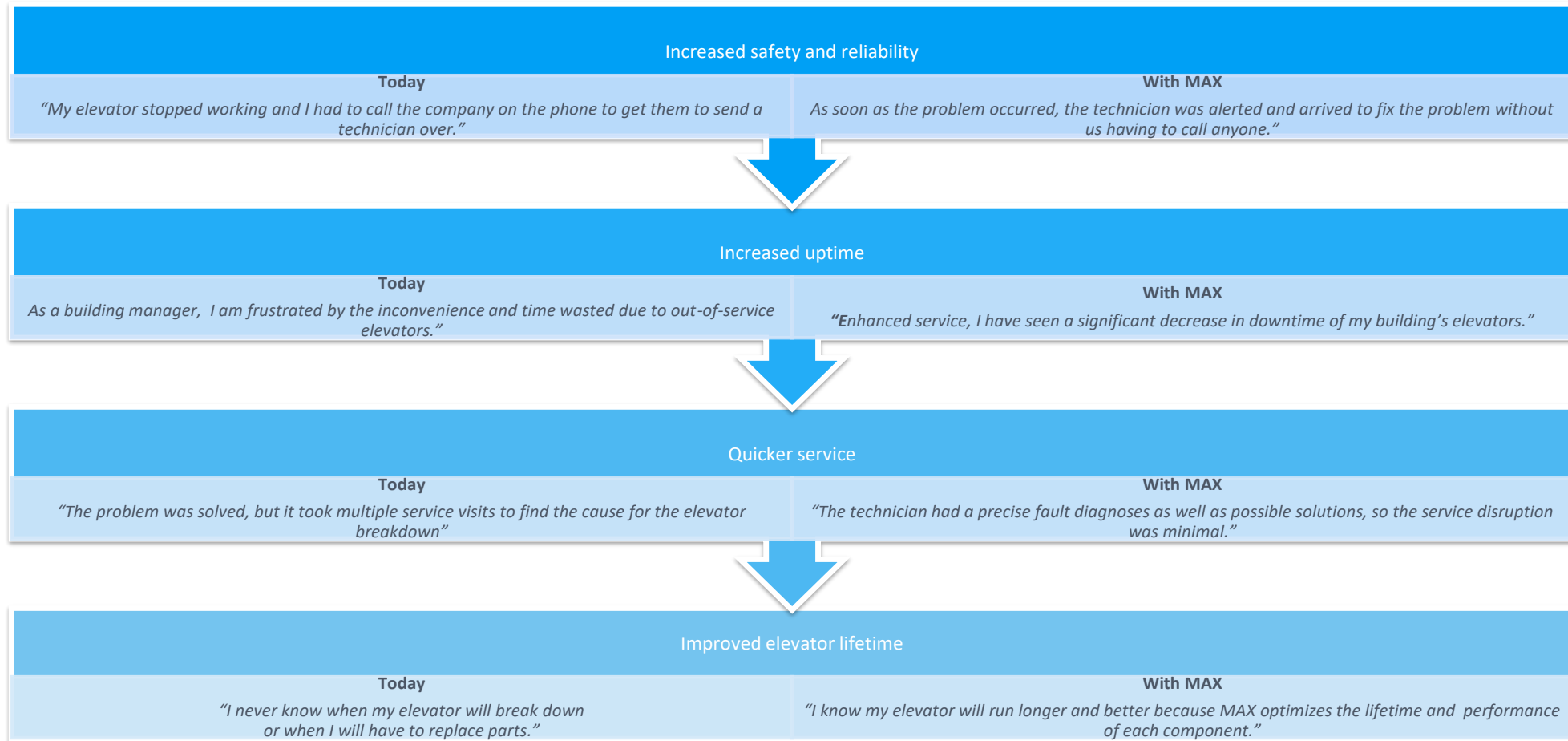
Defective Selector Board





BENEFITS FROM MAX

Increased Safety & Reliability – Increased Uptime – Quicker Service – Improved Elevator Lifetime





QUESTIONS

TKE MOVE
BEYOND

AGENDA ITEM REPORT



To: Town Commission
Subject: Appointment of Town Commission Representative to the Broward MPO
Meeting: 11 23 2021 SPECIAL COMMISSION MEETING - Nov 23 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

For many years former Town Commissioner Howard P. Clark, Jr. represented the Town on the Board of Directors for the Broward Metropolitan Planning Organization (MPO). Each municipality in Broward County has a member from its elected body on the MPO Board.

The appointment is an excellent opportunity for a Commission member who has interest in transportation, land use, and economic development.

The appointed member will attend approximately 10 public hearings a year: February through July and September through December. Typically the public hearings are the second Thursday of the month beginning at 9:30 a.m. and concludes around 11:30 a.m. Depending on the subject and public comments, the meetings could run longer.

The MPO is responsible for approximately \$5.2 billion in Federal and State transportation expenditures, over a five year period. This capital program is called the Transportation Improvement Program (TIP). The Board adds a new fifth year to the TIP every July. The MPO Board is also responsible for approving the Florida Department of Transportation District IV capital budget alternating between December and October depending on the starting date of the Florida Legislature. In addition, the State and Federal Government requires the MPO to prepare a Metropolitan Transportation Plan, which is a 25 year funding document for all the planned transportation improvements utilizing State and Federal funds. The Board also has to adopt the Organizations budget every two years; it is approximately \$6 million a year.

The MPO staff has offered to schedule a separate Board Orientation for the appointed member prior to their first meeting.

RECOMMENDATION:

Select a member of the Town Commission to the Broward MPO

AGENDA ITEM REPORT



To: Town Commission
Subject: Award Selection and Recommendation for ITB 21-08 Food Forest Improvements at Ryan Park FRDAP Trail and Picnic Facilities
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 27 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town applied and got approved for a FRDAP grant to build an 7,000 square foot ADA-compliant trail with picnic facilities at Ryan Park. The main purpose of this project is for public education, recreation, and the enjoyment of the Town's residents.

FINANCIAL IMPACT:

None. Within budget

RECOMMENDATION:

Recommend to Approve Award Selection of Contract to the apparent lowest Bidder Maceda Contractors, LLC at \$51,800. And the option to award to the next lowest bidder (Kailas Contractors, \$69,001.00) if Maceda is found to be non-responsive.

ATTACHMENTS:

[ITB 21-08 Food Forest Improvements Ryan Park - Bids](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Oct 25 2021
Robert Clark, Public Services Director	Approved - Oct 26 2021
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 26 2021
Melissa Anderson, Town Attorney	Approved - Oct 26 2021
JC Jimenez, Town Manager	Approved - Oct 26 2021
Marlen Martell, Town Clerk	Approved - Oct 26 2021

FORMS

1. BID FORM

SCHEDULE OF BID PRICES

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by TOWN, and that the Bid prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Bid.)

NOTE: Bidder shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sums. BIDS shall include shipping costs, sales tax, and all other applicable taxes. Bidder also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Bid Prices Shall Be Based Pursuant to Specifications and Attachments A Unless Otherwise Stated. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (ITB 21-08) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. FOOD FOREST IMPROVEMENTS AT RYAN PARK

Bidder's Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Mobilization/Demobilization	1	LS	2,000.00
2.	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation and Grass	1	LS	4,000.00
3.	Asphalt Trail	1	LS	33,200.00
4.	Concrete Pads for Picnic Facilities 3,000.00	2	EC	6,000.00
5.	Picnic Facilities - Picnic Tables 1,830.00	2	EC	3,660.00
6.	Picnic Facilities - Trash Receptacles 1,220.00	2	EC	2,440.00
7.	WARRANTY: One (1) Year Minimum Warranty	1	LS	500.00
8.	TOTAL	\$		51,800.00

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name)

Title:

For (Company):

Address:

Telephone Number:

Email:

Town of Pembroke Park
ITB 21-08 Food Forest Improvements at Ryan Park

FORMS

1. BID FORM

SCHEDULE OF BID PRICES

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by TOWN, and that the Bid prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Bid.)

NOTE: Bidder shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sums. BIDS shall include shipping costs, sales tax, and all other applicable taxes. Bidder also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

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A. FOOD FOREST IMPROVEMENTS AT RYAN PARK

Bidder's Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Mobilization/Demobilization	1	LS	3,000.00
2.	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation and Grass	1	LS	20,000.00
3.	Asphalt Trail	1	LS	33,000.00
4.	Concrete Pads for Picnic Facilities	2	EC	6,000.00
5.	Picnic Facilities - Picnic Tables	2	EC	6,000.00
6.	Picnic Facilities - Trash Receptacles	2	EC	1,000.00
7.	WARRANTY: One (1) Year Minimum Warranty	1	LS	1.00
8.	TOTAL	\$		69,001.00

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name)

Title:

For (Company):

Address:

Telephone Number:

Email:

FORMS

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A. FOOD FOREST IMPROVEMENTS AT RYAN PARK

Bidder's Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Mobilization/Demobilization	1	LS	\$15,000.00
2.	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation and Grass	1	LS	\$16,000.00
3.	Asphalt Trail	1	LS	\$36,500.00
4.	Concrete Pads for Picnic Facilities	2	EC	\$7,200.00
5.	Picnic Facilities - Picnic Tables	2	EC	\$4,800.00
6.	Picnic Facilities - Trash Receptacles	2	EC	\$2,400.00
7.	WARRANTY: One (1) Year Minimum Warranty	1	LS	\$1,000.00
8.	TOTAL	\$		\$82,900.00

Authorized Signatory:

(Signature)

Executed by:

Jesus Quinones

(Type or Print Name)

President

Title:

Marcdan, Inc.

For (Company):

2721 SW 137th Ave. Miami, FL 33175

Address:

(786) 264-1765

Telephone Number:

info@marcdan.com

Email:

ADD Alternate #1: Installation of Dedication Sign provided by the Town of Pembroke Park - \$4,500.00

FORMS

1. BID FORM

SCHEDULE OF BID PRICES

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A. FOOD FOREST IMPROVEMENTS AT RYAN PARK

Bidder's Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Mobilization/Demobilization	1	LS	15,000.00
2.	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation and Grass	1	LS	19,955.00
3.	Asphalt Trail	1	LS	22,500.00
4.	Concrete Pads for Picnic Facilities	2	EC	7,500.00
5.	Picnic Facilities - Picnic Tables	2	EC	4,500.00
6.	Picnic Facilities - Trash Receptacles	2	EC	1,500.00
7.	WARRANTY: One (1) Year Minimum Warranty	1	LS	100.00
8.	TOTAL			\$ 84,555.00

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name)

Title:

For (Company):

Address:

Telephone Number:

Email:

Town of Pembroke Park
ITB 21-08 Food Forest Improvements at Ryan Park

FORMS

1. BID FORM

SCHEDULE OF BID PRICES

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In accordance with the Town's Invitation to Bid (ITB 21-08) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. FOOD FOREST IMPROVEMENTS AT RYAN PARK

Bidder's Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Mobilization/Demobilization	1	LS	\$4,424.00
2.	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation and Grass	1	LS	\$17,700.00
3.	Asphalt Trail	1	LS	\$51,910.00
4.	Concrete Pads for Picnic Facilities	2	EC	\$17,200.00
5.	Picnic Facilities - Picnic Tables	2	EC	\$2,714.00
6.	Picnic Facilities - Trash Receptacles	2	EC	\$2,714.00
7.	WARRANTY: One (1) Year Minimum Warranty	1	LS	\$500.00
8.	TOTAL	\$		\$97,162.00

Authorized Signatory:

(Signature)

Executed by:

Jaime M. Shlimbaum

(Type or Print Name)

Title:

CEO

For (Company):

Huurr Homes, LLC

Address:

2705 Burris Road, Unit 4A, Davie, FL 33314

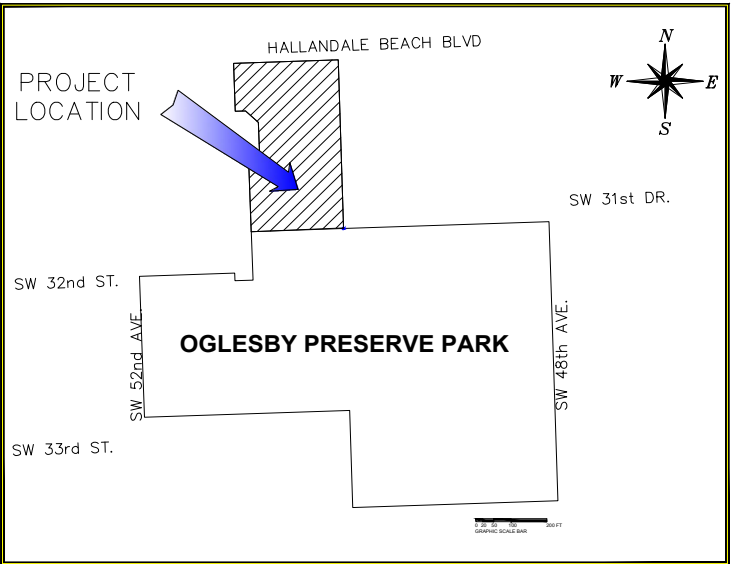
Telephone Number: **(954)270-1121**

Email: **Jaime@huurrhomes.com**

FRDAP—A1115 FOOD FOREST IMPROVEMENTS AT RYAN PARK

PEMBROKE PARK, FL

SHEET LIST TABLE	
Sheet Number	Sheet Title
G-1	COVER SHEET
G-2	SITE PLAN AND DETAILS

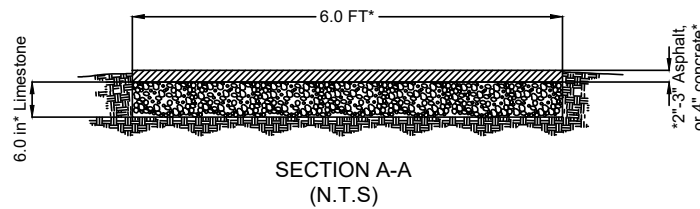
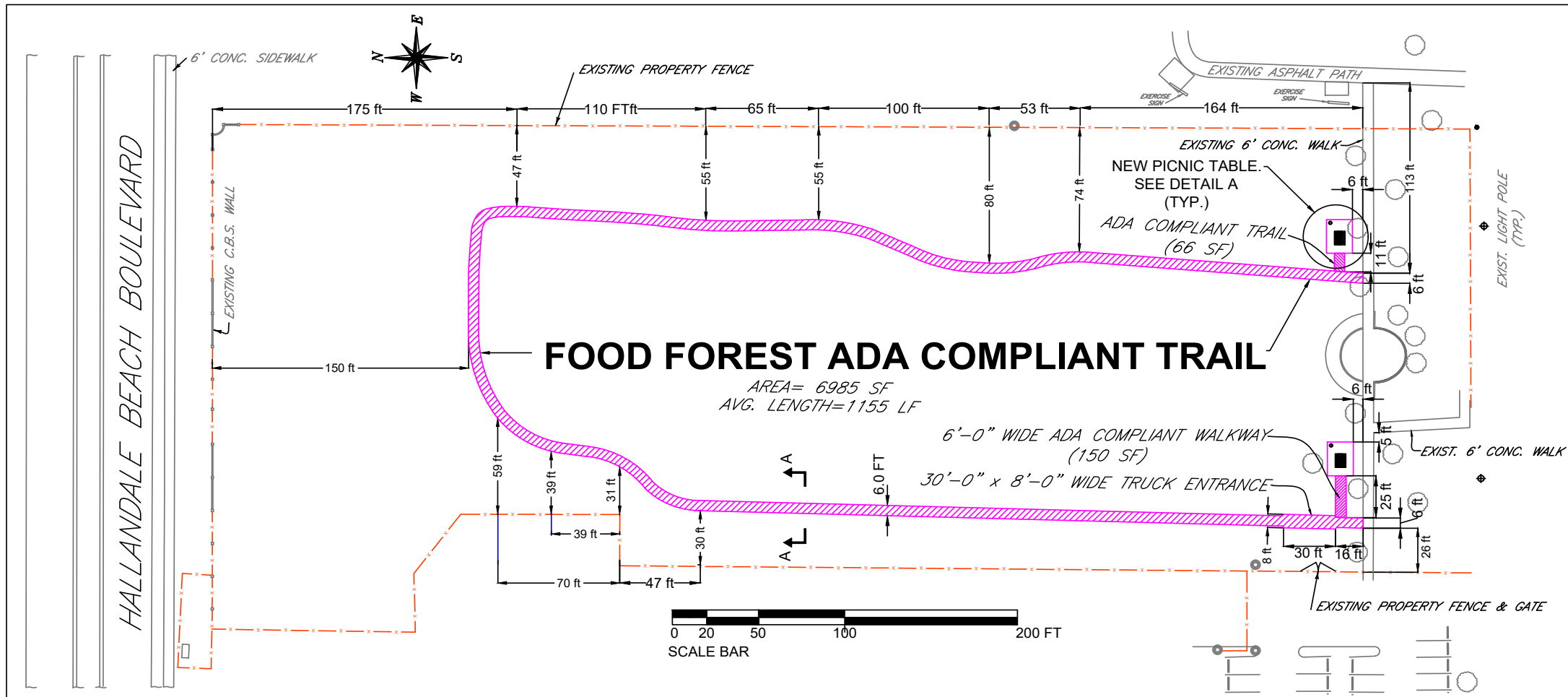


LOCATION MAP
Scale: 1" = 200'

TOWN OFFICIALS	
MAYOR	GEOFFREY JACOBS
VICE-MAYOR	
CLERK COMMISSIONER	REYNOLD DIEUVEILLE
COMMISSIONER	WILLIAM R. HODGKINS
COMMISSIONER	
TOWN MANAGER	J.C. JIMENEZ

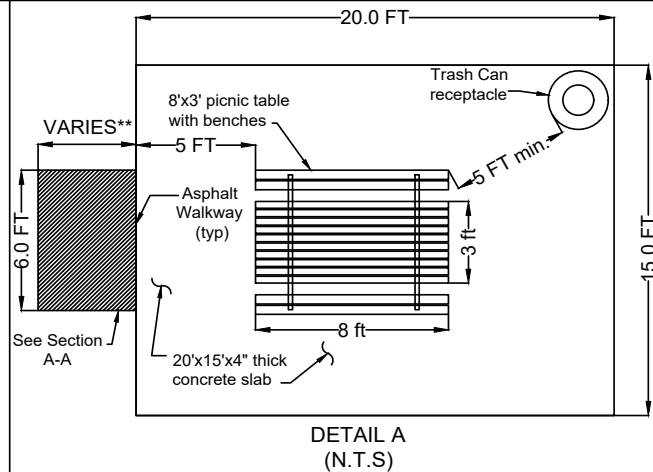
NO	DATE	REVISION	BY	NO	DATE	REVISION	BY		

REVIEW SET NOT FOR CONSTRUCTION		
CURRENT REV No.: ---- - ----	BY: Daniel Ortiz, P.E. FL. REG. No. 68042 DATE: 01/27/2021	SHEET: G-1



* SEE NOTES BELOW

1. For 6'-0" wide walkways, place 2" asphalt over 6" layer of properly compacted limestone bedding. For Truck Entrance, 8'-0" wide by 30' long, place 3" asphalt over 8" properly compacted limestone bedding. Contractor shall cut and fill the existing top layer of soil and grass as required to achieve the required longitudinal and cross-slopes to be ADA compliant. Cut and fill to be restored with top soil and sod at a 10 to 1 slope. In areas of Cut, additional excavation of 6" will be required to allow top soil and sod to match the top asphalt.
2. For the 20'x15'x4" thick concrete slabs, place a 6" layer of properly compacted limestone bedding. See note 1 above for Cut and fill requirements.



** See location and orientation of each walkway for the two locations above.



PICNIC TABLE RENDERING



TRASH CAN RENDERING

NOTES.

1. For all areas where new ADA compliant trails and picnic concrete slabs will be constructed, remove and dispose grass, top soil layer, and any additional soil excavation.
2. Excavate and build 6' wide ADA compliant trails and picnic concrete slabs over 6" thick compacted limestone bedding. At Truck Entrance, trail shall be enlarged to 8' wide with 3" asphalt over 8" thick compacted limestone bedding. See Section A-A.
3. Concrete slab to be 4" thick non-reinforced. Saw-cut vertical control joints not exceeding 10' apart in each direction.
4. Picnic Table ADA Compliant with Anodized Aluminum table top and benches. Framing to be heavy galvanized structural steel or aluminum 2"x2" welded structural members with stiffeners, fastened to concrete slab with four 3/8" dia. Stainless Steel expansion anchor bolts, with 2 1/2" minimum embedment into concrete.
5. Round 32 gallon Heavy-Duty trash receptacle by Park Warehouse, with Rain Bonnet Lid and liner SKU: ACTR25-25. Industrial strength with strong recycled vertical plastic cedar color slats to be fastened to the concrete slab with min. three stainless steel "L" brackets and expansion anchor bolts.
6. Top of asphalt and concrete to match adjacent existing concrete walkways. Finished surfaces to conform with the American with Disabilities Act (ADA).

FRDAP-A1115 FOOD FOREST IMPROVEMENTS AT RYAN PARK SITE PLAN & DETAILS

BY: Daniel Ortiz, P.E.
FL. REG. No. 68042

No.	Revision/Issue	Date



Project Name and Address
**FOOD FOREST
IMPROVEMENTS AT
RYAN PARK
PEMBROKE PARK, FL**

Project	Sheet
Date 09/23/2021	G- 2
Scale	

Town of Pembroke Park



Food Forest Improvements at Ryan Park - Trail and Picnic Facilities

ITB 21-08 Bid Tabulation, Bid Opening October 21, 2021

ITEM #	DESCRIPTION	Maceda Contractors, LLC	Kailas Contractors	Restate Construction, LLC	Marcdan, Inc	C&I Construction and Design, Inc.
1	Mobilization/Demobilization	2,000.00	3,000.00	15,000.00	15,000.00	4,424.00
2	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation, and Grass	4,000.00	20,000.00	19,955.00	16,000.00	17,700.00
3	Asphalt Trail	33,200.00	33,000.00	22,500.00	36,500.00	51,910.00
4	Concrete Pads for Picnic Facilities	6,000.00	6,000.00	7,500.00	7,200.00	17,200.00
5	Picnic Facilities - Picnic Tables	3,660.00	6,000.00	4,500.00	4,800.00	2,714.00
6	Picnic Facilities - Picnic Trash Receptacles	2,440.00	1,000.00	1,500.00	2,400.00	2,714.00
7	WARRANTY: Two (2) Year Minimum Warranty	500.00	1.00	100.00	1,000.00	500.00
TOTALS		\$51,800.00	\$69,001.00	\$71,055.00	\$82,900.00	\$97,162.00

Town of Pembroke Park
Food Forest Improvements at Ryan Park - Trail and Picnic Facilities



ITB 21-08 Bid Review Matrix, Bid Opening October 21, 2021

Documents	Maceda Contractors, LLC	Kailas Contractors	Marcdan, Inc	Restate Construction, LLC	C&I Construction and Design, Inc.
Total Bid Amount	\$51,800.00	\$69,001.00	\$71,055.00	\$82,900.00	\$97,162.00
Bid Forms	X	X	X	X	X
Bid Signature Page	X	X	X	X	X
Questionnaire	X	X	X	X	X
Bid Acknowledgment	X	X	X	X	X
Vendor/Bidder Disclosure	X	X	X	X	X
Subcontractors	X	X	X	X	X
References	X	X	X	X	X
Public Entity Crimes	X	X	X	X	X
Conflict of Interest Disclosure	X	X	X	X	X
Non-Collusion Statement	X	X	X	X	X
Confirmation of Drug-Free Workplace	X	X	X	X	X
Acknowledgement of Addenda	X	X	X	X	X

AGENDA ITEM REPORT



To:

Subject: PremierOne Mobile Licenses w/install

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 10 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Police Officers are MANDATED through the Broward County Dispatch Center to maintain the ability to communicate via computer in addition to radio. This software will enable communications between the County and officer laptops.

FINANCIAL IMPACT:

\$43,975 and not to exceed \$60,000 over a 5 year contract, due to possible county fees to be assessed in the future.

POLICY IMPLICATIONS:

The quote is based on sole source as integrating into the regional dispatch system requires Motorola PremierOne cad license

RECOMMENDATION:

Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.

ALTERNATIVES:

There is no alternative for this request

ATTACHMENTS:

[Pembroke Park FL 10 P1 Mobile Licenses WITH INSTALL 110221](#)



MOTOROLA SOLUTIONS

Budgetary Proposal

Pembroke Park Police Department

PremierOne Mobile License Proposal

21-121772/FL-21P225A

November 2, 2021

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Section 3: Budgetary Pricing	4



November 2, 2021

Pembroke Park Police Department
3150 SW 52ND Avenue
Pembroke Park, Florida 33023

Re: Budgetary Proposal for Motorola Solutions PremierOne Mobile Licenses ("Proposal")
Broward County Contract Maintenance and Support Agreement: #264

Dear Chief David Howard:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the following budgetary Proposal to Pembroke Park Police Department ("Customer"). This proposal is provided for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola product. Motorola is making no commitment as to pricing, products or terms which will require further detailed analysis of your requirements.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions or concerns you might have:

Karen Sweet
Senior Account Manager Software Sales
303-910-3070
Karen.sweet@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink that reads 'Max Jenkins'.

Max Jenkins
National Account Sales Manager

Section 1

Disclaimer

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

Section 2

Assumptions

This budgetary proposal for the PremierOne Mobile License is subject to the following assumptions:

- The Customer will supply all workstation hardware, OS and other software required by their infrastructure.
- Motorola's proposal makes no provision for cabling or capital improvements to the installation environment, nor does it address any power consumption or bandwidth considerations that may be required to support the PremierOne solution.
- Motorola's proposal is based on the items listed in the description of the price quotation.

Section 3

Budgetary Pricing

This budgetary proposal has been prepared with the following pricing:

Description	Sales Price
Year 1 (10) PremierOne Mobile Licenses with Install (concurrent)	\$33,507.00
Year 2 Warranty and Maintenance	\$2,502.00
Year 3 Warranty and Maintenance	\$2,577.06
Year 4 Warranty and Maintenance	\$2,654.37
Year 5 Warranty and Maintenance	\$2,734.00
GRAND TOTAL	\$43,974.43

AGENDA ITEM REPORT



To: Town Commission
Subject: Fire Assessment Study
Meeting: 11 10 2021 DRAFT REGULAR COMMISSION MEETING - Nov 10 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

Florida Statutes allows the Town to create a Fire Assessment to fund fire rescue services. Town Staff is interested in conducting a study to establish a fee for the funding of these services.

Tindale Oliver, the Town's current impact fee consultant, has provided a scope of services and budget to conduct a Fire Assessment Study. The proposed cost is \$52,110. Staff is requesting a change of scope of the current Tindale Oliver contract to incorporate the Fire Assessment Study.

The Town currently pays \$3,631,375 annually to BSO for Fire Rescue services. Future Fire Assessment revenue would be used to supplement the ad valorem property tax revenue (general fund) used to fund fire rescue services. Based on current best practices, Florida Statutes, and recent court rulings, the assessment will not cover the full amount of the BSO contract. A recent study in Lauderdale Lakes by Tindale Oliver allowed the city to cover approximately 78% of their BSO contract with the fire assessment. The assessment can not be used for certain EMS services – such as Advance Life Support (ALS).

The Town does not currently have any special assessments. Special assessments are legally different than taxes. The fire assessment would be the responsibility of the owner(s) of the property subject to the assessment. Each property owner will pay the assessment in a fashion similar to paying their property taxes. The Town will not charge the fire assessments to renters, lessees, or other non-owners of the property. The fire assessment would apply to all residential and all non-residential property uses, regardless of homestead or other exemption status. It also applies to vacant land. A fire assessment is not based on the value of the property and each land use category will have a fixed fee associated with it.

Florida Statutes Section 197.3632(3) require the Town to publish notice of intent to use the uniform method of assessment collection once a week for 4 weeks and then adopt a resolution prior to January 1, 2022 or if the property appraiser and tax collector agree March 1, 2022. Upon approval of the contract, Staff will publish the notice of intent for four weeks and present a resolution at the December 15, 2021 Town Commission meeting which will state the need for the assessment and include a legal description of the boundaries of the property subject to the assessment (town boundaries).

RECOMMENDATION:

Approve change of scope to Tindale Oliver Impact Fees Study to include a Fire Assessment Study.

ATTACHMENTS:

[Pembroke Park Fire Assessment Study Scope & Budget 11-3-21](#)

[Notice of Intent to Utilize Section 197.3632 for Fire Assessment](#)

[Planning tindale amend scope november](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

TOWN OF PEMBROKE PARK FIRE ASSESSMENT STUDY Scope of Services and Budget

The Town of Pembroke Park has a contractual agreement with the Broward County Sheriff's Office (BSO) where BSO provides fire prevention and medical services. At this time, the Town of Pembroke Park is interested in implementing a fire assessment to fund these services and requested a scope of service from Tindale Oliver to develop a non-ad valorem fire assessment program. The following paragraphs provide a detailed description of each task that will be completed as part of the study.

The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida—specifically, the following and other related Florida Statutory and case law requirements for a valid special assessment:

- > The service provided must confer a special benefit to the property being assessed.
- > The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- > The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida law.

The authority of local governments to adopt and impose special assessments for fire services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in *Morris vs. City of Cape Coral*, No. SC14-350 (May 2015).

Florida courts have upheld the use of the factors included in this scope of services for consideration, such as incident type, resource use, and land use, as proper bases for determining apportionment. The recent Cape Coral ruling provided further flexibility in terms of incorporating the value of the property as a measure of benefit to the property. Finally, in 2016, HB 773 required that agricultural land not be charged a fire assessment, a requirement that became effective as of November 2017. All of these legal requirements will be incorporated into the study methodology.

Task 1: Development of Assessment Methodology

Upon receipt of the Notice to Proceed, Tindale Oliver will submit a data needs memo and meet with the Town to discuss available methodology options. As part of this task the following subtasks will be completed.

Task 1.1: Review Assessment Methodology Options and Rate Structure

Tindale Oliver will discuss methodology options available to the Town in developing the fire assessment program and rates structures. The methodology option(s) identified in this task will be used in the study and will be documented in the draft technical report.

Task 1.2: Develop Rate Calculator

Tindale Oliver will develop a spreadsheet model that calculates projected revenues based on the mix of assessed properties and also calculates multiple assessment rate scenarios based on "exemptions" or "buy down" from other revenue sources (e.g., general fund, etc.). This model will reflect current data and scenarios specific to the Town of Pembroke Park fire assessment program to assist the Town in analyzing different rate scenarios and revenue projections, as needed.

Task 2: Service Cost Analysis

Task 2.1: Evaluate Current Financial Information

Tindale Oliver will be provided with the FY 2022 and proposed FY 2023 BSO Budget associated with providing services to the Town and will work with BSO and Town's Finance Departments to determine the full cost of providing fire suppression and first responder services, as well as implementing and collecting the fire assessment. As part of this analysis, Tindale Oliver will undertake a detailed review of the budgetary line items to ensure that all applicable costs, both direct and indirect, are considered and are legally acceptable. Any dedicated revenues toward fire suppression budget will also be identified.

Task 2.2: Apportion Fire Suppression Service Costs Among Assessment Rate Class

The resulting cost of providing fire suppression services determined to be applicable for inclusion in the fire assessment calculations will be apportioned among each assessment rate class. Consistent with the methodology discussed in Task 1, the number of calls, on-scene times, and number of units dispatched will be used to determine the resource allocation. This information may be supplemented with size/value of property and other related information.

Task 3: Service Demand Analysis Using Proposed Methodology

The Tindale Oliver Team will obtain the call response data to determine the appropriate service demand using the agreed-upon fire assessment methodology. A minimum of three to



five years of call data will be analyzed for the service demand component to ensure that fluctuations in call data from year-to-year are neutralized. The limited sample size of incidents make it critical to use several years of data.

Tindale Oliver will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. As mentioned previously under Task 2.2, this analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included.

Task 4: Calculation of Development Units and Rates

Task 4.1: Calculate Development Units

To determine the number of development units for each assessment rate class, Tindale Oliver will work with the Broward County Property Appraiser and Tax Collector, as needed, to develop the fire assessment roll and incorporate any changes in the unit counts to the calculations.

Task 4.2: Calculation of Rates and Revenue Requirements

Based on the methodology agreed to in Task 1, apportioned costs for each land use and calculated development units, a rate schedule for the non-ad valorem assessment program will be developed. The rate schedule will include assessment cap rates as appropriate, and will ensure that the identified assessable costs are fully funded. In addition, revenue requirements for the Fiscal Year 2023 will be identified.

Task 5: Technical Report & Legal Assistance

Results of the analysis completed in Tasks 1 through 4 will be incorporated into a draft Technical Report, which will be submitted to the Town for review and comment. Comments received from the Town will be incorporated into the final Technical Report.

Lewis, Longman & Walker (LLW) will provide legal guidance throughout the study, prepare the necessary ordinance and resolutions, and assist with the implementation process.

Task 6: Meetings & Presentations

As part of the study, the following meetings and workshops will be conducted:

- > Kick-off Meeting (virtual)
- > Draft Report Review Meeting (virtual)
- > Town Commission Workshop or meetings with Commission members on an individual basis (virtual)
- > One public hearing (virtual)

In addition to these formal meetings, Tindale Oliver will be in continuous contact with the Town's Project Manager to ensure that the Town is aware of the study status and progress.

The Tindale Oliver Team will prepare user-friendly Power Point presentations and will develop all display materials for the workshops and meetings.

Implementation of a new fire assessment program is likely to require the Town to educate the general public regarding the purpose of the program and the need for it. Tindale Oliver has extensive experience with the public involvement process, as well as community consensus building and buy-in, and has assisted many communities in the successful implementation of their assessments/fees.

Given the current health concerns related to COVID-19, to ensure the study schedule is not adversely affected and the health and safety of both the Town staff and Tindale Oliver personnel are protected, Tindale Oliver offers multiple virtual meeting options. Examples include GoToMeeting, GoToWebinar, MSTEams, and Zoom. Depending on the scope of the meeting and number of participants, certain platforms perform better than others. We have had much success conducting different types of meetings using these platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Commission presentations/adoption hearings.



PROJECT BUDGET

As shown in the table on the next page, the professional fees to prepare the fire assessment study for Pembroke Park is estimated at \$52,110 for the Tindale Oliver Team's services. This lump sum budget includes all direct and indirect costs for services described in this scope. In addition to these meetings, Tindale Oliver will have frequent conference calls with the Town's Project Manager and other personnel to ensure a continuous dialogue and keep the Town informed of the study progress.

Costs associated with printing and mailing of first-class notices, are not included in this budget. If the Town needs Tindale Oliver's assistance, a separate budget will be provided.



**Town of Pembroke Park Fire Assessment Study
Tindale Oliver Proposed Project Budget**

SUB TASK #	SUBTASK DESCRIPTION	Project Director \$195.00	Project Manager \$175.00	Legal Attorney \$210.00	Senior Eng/Pln \$135.00	Planner/ Engineer \$80.00	Admin/ Clerical \$70.00	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	METHODOLOGY REVIEW	7.0	12.0	5.0	10.0	5.0	1.1	40.1	\$6,340
1.1	Send Data Request Memorandum	1.0	2.0		1.0		1.1	5.1	\$755
1.2	Review Fire Assessment Methodologies	3.0	5.0	5.0	5.0	3.0		21.0	\$3,425
1.3	Develop Rate Calculator	3.0	5.0		4.0	2.0		14.0	\$2,160
TASK 2	SERVICE COST ANALYSIS	4.0	9.0	0.0	23.0	13.0	1.0	50.0	\$6,570
2.1	Review of BSO Expenses/Financial Information	2.0	5.0		11.0	5.0	1.0	24.0	\$3,220
2.2	Distribution of Assessable Budget Among Land Uses	2.0	4.0		12.0	8.0		26.0	\$3,350
TASK 3	SERVICE DEMAND ANALYSIS	7.0	9.0	0.0	20.0	24.0	1.0	61.0	\$7,630
3.1	Review of Incident Data	3.0	4.0		8.0	9.0	1.0	25.0	\$3,155
3.2	Review of Property Data	4.0	5.0		12.0	15.0		36.0	\$4,475
TASK 4	DEVELOPMENT UNITS AND RATES	6.0	11.0	0.0	20.0	24.0	1.0	62.0	\$7,785
4.1	Calculate Development Units	3.0	6.0		10.0	9.0	1.0	29.0	\$3,775
4.2	Calculation of Rates & Revenue Requirements	3.0	5.0		10.0	15.0		33.0	\$4,010
TASK 5	TECHNICAL STUDY & LEGAL ASSISTANCE	5.0	10.0	45.0	8.0	7.0	1.0	76.0	\$13,885
5.1	Draft & Final Reports	2.0	6.0	10.0	8.0	7.0	1.0	34.0	\$5,250
5.2	Preparation of Ordinance and Resolutions	3.0	4.0	35.0				42.0	\$8,635
TASK 6	MEETINGS & PRESENTATIONS	17.0	17.0	3.0	18.0	6.0	1.0	62.0	\$9,900
6.1	Kick-off Meeting (Virtual)	3.0	3.0	3.0	3.0		1.0	13.0	\$2,215
6.2	Draft Report Review Meeting (Virtual)	4.0	4.0		4.0	2.0		14.0	\$2,180
6.3	Town Commission Workshop (Virtual)	5.0	5.0		6.0	2.0		18.0	\$2,820
6.4	Public Hearing (Virtual)	5.0	5.0		5.0	2.0		17.0	\$2,685
	TOTAL PROJECT BUDGET	46.0	68.0	53.0	99.0	79.0	6.1	351	\$52,110

TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK
NOTICE OF INTENT TO CONSIDER UTILIZATION OF THE
UNIFORM METHOD OF LEVY, COLLECTION AND
ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS
AUTHORIZED PURSUANT TO SECTION 197.3632, FLORIDA
STATUTES

The Town Commission of the Town of Pembroke Park hereby gives notice that the Commission will consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments authorized pursuant to section 197.3632, Florida Statutes at its regularly scheduled meeting of December 15, 2021. If the Commission determines to utilize the uniform method of collection for non-ad valorem assessments, such assessments will be levied on all benefitted property for the purpose of certain fire rescue services in the Town.

TOWN OF PEMBROKE PARK

By: _____
Mayor _____

Publish:
Sun Sentinel – Date to be published TBD

TOWN OF PEMBROKE PARK
FIRST AMENDEMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Tindale-Oliver & Associates, Inc. ("Vendor"), a Florida corporation whose principal offices are located at 1000 N. Ashley Drive, Suite 400, Tampa, Florida, 33602.

WHEREAS, in April of 2021, the Town entered into an Agreement (the "Agreement") with Vendor to conduct an impact fee study; and

WHEREAS, the Town and Vendor desire to amend the scope of the Agreement to allow for the Vendor to conduct a fire assessment fee study for the Town; and

WHEREAS, the Town has determined that amending the Agreement to allow the Vendor to conduct a fire assessment fee study is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.
2. **AMENDMENT TO SCOPE.** The revised scope shall be contained in Exhibit A.
3. **REVISED LUMP SUM TOTAL.** The cost, as set forth in Exhibit A, for the revised scope shall be \$52,110 (Fifty Two Thousand and One Hundred and Ten Dollars) the lump sum total shall not exceed \$133,770 (One Hundred Thirty Three Thousand and Seven Hundred and Seven Dollars).

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

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

ATTEST:

MAYOR

Approved as to form and legal
sufficiency

TOWN CLERK

TOWN ATTORNEY

EXHIBIT A

Page 3 of 7

Page 10 of 14

TOWN OF PEMBROKE PARK FIRE ASSESSMENT STUDY Scope of Services and Budget

The Town of Pembroke Park has a contractual agreement with the Broward County Sheriff's Office (BSO) where BSO provides fire prevention and medical services. At this time, the Town of Pembroke Park is interested in implementing a fire assessment to fund these services and requested a scope of service from Tindale Oliver to develop a non-ad valorem fire assessment program. The following paragraphs provide a detailed description of each task that will be completed as part of the study.

The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida—specifically, the following and other related Florida Statutory and case law requirements for a valid special assessment:

- > The service provided must confer a special benefit to the property being assessed.
- > The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- > The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida law.

The authority of local governments to adopt and impose special assessments for fire services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in *Morris vs. City of Cape Coral*, No. SC14-350 (May 2015).

Florida courts have upheld the use of the factors included in this scope of services for consideration, such as incident type, resource use, and land use, as proper bases for determining apportionment. The recent Cape Coral ruling provided further flexibility in terms of incorporating the value of the property as a measure of benefit to the property. Finally, in 2016, HB 773 required that agricultural land not be charged a fire assessment, a requirement that became effective as of November 2017. All of these legal requirements will be incorporated into the study methodology.

Task 1: Development of Assessment Methodology

Upon receipt of the Notice to Proceed, Tindale Oliver will submit a data needs memo and meet with the Town to discuss available methodology options. As part of this task the following subtasks will be completed.

Task 1.1: Review Assessment Methodology Options and Rate Structure

Tindale Oliver will discuss methodology options available to the Town in developing the fire assessment program and rates structures. The methodology option(s) identified in this task will be used in the study and will be documented in the draft technical report.

Task 1.2: Develop Rate Calculator

Tindale Oliver will develop a spreadsheet model that calculates projected revenues based on the mix of assessed properties and also calculates multiple assessment rate scenarios based on "exemptions" or "buy down" from other revenue sources (e.g., general fund, etc.). This model will reflect current data and scenarios specific to the Town of Pembroke Park fire assessment program to assist the Town in analyzing different rate scenarios and revenue projections, as needed.

Task 2: Service Cost Analysis

Task 2.1: Evaluate Current Financial Information

Tindale Oliver will be provided with the FY 2022 and proposed FY 2023 BSO Budget associated with providing services to the Town and will work with BSO and Town's Finance Departments to determine the full cost of providing fire suppression and first responder services, as well as implementing and collecting the fire assessment. As part of this analysis, Tindale Oliver will undertake a detailed review of the budgetary line items to ensure that all applicable costs, both direct and indirect, are considered and are legally acceptable. Any dedicated revenues toward fire suppression budget will also be identified.

Task 2.2: Apportion Fire Suppression Service Costs Among Assessment Rate Class

The resulting cost of providing fire suppression services determined to be applicable for inclusion in the fire assessment calculations will be apportioned among each assessment rate class. Consistent with the methodology discussed in Task 1, the number of calls, on-scene times, and number of units dispatched will be used to determine the resource allocation. This information may be supplemented with size/value of property and other related information.

Task 3: Service Demand Analysis Using Proposed Methodology

The Tindale Oliver Team will obtain the call response data to determine the appropriate service demand using the agreed-upon fire assessment methodology. A minimum of three to



five years of call data will be analyzed for the service demand component to ensure that fluctuations in call data from year-to-year are neutralized. The limited sample size of incidents make it critical to use several years of data.

Tindale Oliver will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. As mentioned previously under Task 2.2, this analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included.

Task 4: Calculation of Development Units and Rates

Task 4.1: Calculate Development Units

To determine the number of development units for each assessment rate class, Tindale Oliver will work with the Broward County Property Appraiser and Tax Collector, as needed, to develop the fire assessment roll and incorporate any changes in the unit counts to the calculations.

Task 4.2: Calculation of Rates and Revenue Requirements

Based on the methodology agreed to in Task 1, apportioned costs for each land use and calculated development units, a rate schedule for the non-ad valorem assessment program will be developed. The rate schedule will include assessment cap rates as appropriate, and will ensure that the identified assessable costs are fully funded. In addition, revenue requirements for the Fiscal Year 2023 will be identified.

Task 5: Technical Report & Legal Assistance

Results of the analysis completed in Tasks 1 through 4 will be incorporated into a draft Technical Report, which will be submitted to the Town for review and comment. Comments received from the Town will be incorporated into the final Technical Report.

Lewis, Longman & Walker (LLW) will provide legal guidance throughout the study, prepare the necessary ordinance and resolutions, and assist with the implementation process.

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**Town of Pembroke Park Fire Assessment Study
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	TOTAL PROJECT BUDGET	46.0	68.0	53.0	99.0	79.0	6.1	351	\$52,110

AGENDA ITEM REPORT



To: Town Commission
Subject: Notice of proposed Government Facilities Impact Fee schedule
Meeting: CANCELLED - REGULAR COMMISSION MEETING - Nov 10, 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

On April 14, 2021 the Town Commission approved a contract with Tindale Oliver to conduct an Impact Fee Study. The Town's Impact Fees had not been updated since 2003. In the course of the study it was determined that the existing Fire Public Safety Facilities Impact Fee and Acquisition of Park Lands Impact Fee were ineffective due to the limitations of their use and how the fees were calculated. As a result of this finding, a new Government Facilities Impact Fee is proposed. This fee would be used for all Town buildings and facilities regardless of their use (general government, police, fire, etc.). The fee would be assessed for all new development in Town.

Florida Statutes 163.31801 requires municipalities to provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee.

Staff would like to advertise the proposed Government Facilities Impact Fee on November 29, 2021 which would allow the new impact fee to be effective on February 27, 2022. The final consultant report and first reading of the Government Facilities Impact Fee ordinance will be scheduled for the December 15, 2021 Town Commission meeting and the public hearing/adoption of the Government Facilities Impact Fee ordinance will be at the January 12, 2022 Town Commission meeting.

FINANCIAL IMPACT:

The new impact fee may lead to increased revenue for the Town.

RECOMMENDATION:

Direct staff to advertise Notice of proposed Government Facilities Impact Fee schedule

ATTACHMENTS:

[NOTICE of Government Facilities Fee Rate Notice display ad \(002\)](#)

Harry Taubenfeld, Finance &
Budget Director

Status:
Approved - Nov 03 2021

Melissa Anderson, Town Attorney	Approved - Nov 04 2021
JC Jimenez, Town Manager	Approved - Nov 04 2021
Marlen Martell, Town Clerk	Approved - Nov 04 2021

TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK,
BROWARD COUNTY, FLORIDA
NOTICE OF PROPOSED
GOVERNMENT FACILITIES IMPACT
FEE SCHEDULE

Pursuant to Section 163.31801, Florida Statutes notice is hereby given that should the Ordinance enacting the Government Facilities Impact Fee program be adopted by the Town Commission of the Town of Pembroke Park on January 12, 2022, the fee rate schedule contained in said Ordinance would become effective on **February 14, 2022.**

Town Commission of the Town of Pembroke Park will conduct a public hearing on January 12, 2022, beginning at 7:00 p.m. to consider the adoption of an Ordinance that will implement the new Government Facilities Impact Fee Program and associated fee rate schedule. **The Town Commission public hearings will be noticed independently of this advertisement.**

The draft Ordinance and proposed fee rate schedules are available for public review at the Town of Pembroke Park Town Hall, 3150 SW 52 Avenue, Pembroke Park, Florida 33023, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Additional information may be provided by contacting the Project Manager, Heidi Siegel, AICP, by email at townplanner@tppfl.gov or by phone at 954-966-4600.

ITE LUC	Land Use	Impact Unit	Calculated Impact Fee
Residential:			
210	Single Family (detached)		
	- Less than 1,500 sf	du	\$1,526
	- 1,500 to 2,499 sf	du	\$1,695
	- 2,500 sf and greater	du	\$1,892
220/221/222	Multi-Family (Apartment/Condominium/Townhouse)	du	\$1,547
240	Mobile Home	du	\$345
Transient, Assisted, Group:			
253/255	Congregate Care Facility/Continuing Care Retirement Center	du	\$732
310	Hotel	room	\$689
320	Motel	room	\$577
620	Nursing Home	bed	\$710
Recreational:			
411	Public Park	acre	\$35
416	RV Park	occupied site	\$331
444	Movie Theater	screen	\$3,651
492	Health/Fitness Club	1,000 sf	\$1,695
Institutional:			
520	Elementary School (Private)	student	\$70
522	Middle School (Private)	student	\$63
530	High School (Private)	student	\$56
540	University/Junior College (7,500 or fewer students) (Private)	student	\$70
550	University/Junior College (more than 7,500 students) (Private)	student	\$56
560	Church	1,000 sf	\$288
565	Day Care Center	1,000 sf	\$570
Medical:			
610	Hospital	1,000 sf	\$914
630	Clinic	1,000 sf	\$1,055
Office:			
710	General Office	1,000 sf	\$689
720	Medical Office 10,000 sq ft or less	1,000 sf	\$844
	Medical Office greater than 10,000 sq ft	1,000 sf	\$1,210
Retail:			
813	Discount Superstore, Free-Standing	1,000 sf	\$1,210
822	Retail/Shopping Center (less than 40,000 sfgla)	1,000 sfgla	\$1,463
821	Retail/Shopping Center (40,000 sfgla to 150,000 sfgla)	1,000 sfgla	\$1,815
820	Retail/Shopping Center (greater than 150,000 sfgla)	1,000 sfgla	\$992
840/841	New/Used Auto Sales	1,000 sf	\$1,104
850	Supermarket	1,000 sf	\$1,723
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$1,294
890	Furniture Store	1,000 sf	\$225
Services:			
912	Bank/Savings Drive-In	1,000 sf	\$1,041
931	Quality Restaurant	1,000 sf	\$4,052
932	High-Turn Over Restaurant	1,000 sf	\$3,812
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$6,830
942	Automobile Care Center	1,000 sf	\$1,175
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$1,027
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$1,618
945	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$2,110
947	Self-Service Car Wash	service bay	\$675
Industrial			
110	General Light Industrial	1,000 sf	\$338
140	Manufacturing	1,000 sf	\$387
150	Warehousing	1,000 sf	\$77
151	Mini-Warehouse	1,000 sf	\$28
154	High-Cube Transload/Storage	1,000 sf	\$63

AGENDA ITEM REPORT



To:

Subject: CDBG 47th Year - Calvin, Giordano & Associates

Meeting: AGENDA REGULAR COMMISSION MEETING - Nov 10, 2021

Department: Public Works

Staff Contact: Myriam Jacques, Interim Public Services Director

FINANCIAL IMPACT:

\$19,310.00

RECOMMENDATION:

We are recommending approval for engineering services rendered by Calvin Giordano for the additional safety lighting improvements at the Preserve.

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Nov 05 2021
Robert Clark, Public Services Director	Approved - Nov 05 2021
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 05 2021
Melissa Anderson, Town Attorney	Approved - Nov 05 2021
JC Jimenez, Town Manager	Approved - Nov 05 2021
Marlen Martell, Town Clerk	Approved - Nov 05 2021



Calvin, Giordano & Associates, Inc.
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Landscape Architecture
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& Urban Design
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Website Development

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954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

November 2, 2021

Mr. Geoffrey Jacobs Mayor
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

RE: Raymond Oglesby Preserve Park Perimeter Lighting Upgrade
CGA Proposal No. 14-7253.5

Dear Mr. Jacobs,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Pembroke Park.

Calvin, Giordano & Associates, Inc.(CGA) is pleased to submit this proposal for design professional services associated with the Town's (CLIENT) Oglesby Preserve Park Perimeter Lighting Upgrade Project. This proposal includes only the design services for the perimeter lighting upgrade of the North and South areas of the park adjacent to the property lines in order to provide additional security lighting, and the CLIENT proposed canopy lighting for the north side playground area. All other interior areas of the park will remain as is unless noted otherwise on this proposal. The specific scope offered herein is outlined below:

I. Professional Engineering Services

A. Electrical Engineering

1. Pre-design and Data Collection Phase

- Review the contractor's as-built documents from previous Park lighting upgrade project. CLIENT shall provide the documents to CGA.

- Analyze as-built circuiting for voltage drops and capability of reusing exiting circuiting to accommodate additional lighting requirements for the areas within the scope of work as noted above.

2. 50% Construction Documents Preparation Phase

- Provide proposed lighting layout and photometrics for the areas of work indicating any new light pole locations and/or upgrades to existing light poles. Proposed light fixture to match existing.
- Attend a meeting with CLIENT to review the existing conditions, any proposed changes to the existing electrical systems, and proposed new electrical work.
- CGA will address any question or comments from CLIENT for this phase of the project and provide revised documents as required.
- CLIENT shall provide approval of the 50% Construction Documents prior to CGA starting 100% Construction Documents Phase.

3. 100% Construction Documents Preparation Phase

- Coordinate with CLIENT the proposed playground canopy electrical requirements.
- Preparation of electrical documents.
- Attend a meeting with CLIENT to review the prepared documents for this phase.
- CGA will address any question or comments from CLIENT for this phase of the project and provide revised documents as required.
- Prepare technical specifications.

4. Permitting Assistance Phase

- Provide 100% construction documents for building department dry-run approval.

- Address dry-run building department comments and revise documents.

5. Bidding Assistance Phase

- Prepare and provide all contract documents.
- Attend pre-bid meeting conducted by the CLIENT (Agenda and minutes to be prepared by others).
- Response to pre-bid meeting RFI's.
- Provide clarification to contract documents.

6. Construction Phase Services Phase

- Provide 100% construction documents and technical specifications to CLIENT for contractor's documents submittal to building department for permitting.
- Attend pre-construction meeting conducted by the CLIENT (Agenda and minutes to be prepared by others).
- Attend (2) two construction progress meetings conducted by the CLIENT (Agenda and minutes to be prepared by others).
- Provide clarifications to contract documents.
- Provide two (2) rounds of shop drawing reviews. Canopy shop drawings review is excluded.
- Provide three (3) field inspections. One rough-in inspection, one final punch list inspection, one final inspection.
- Review contractor's red-line as-built drawings for compliance to CGA documents. As-built revisions to CGA documents can be provided as an Additional Services per CLIENT request.

7. Other Services not included

- Structural engineering is not included.

- Review and/or engineering for the CLIENT proposed playground canopy.
- Lighting level reading and/or report.
- Survey of existing park. CGA will produce new documents from previous site plan documents.
- Any other service not listed.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	A Professional Electrical Engineering Services	\$18,755.00
II	Meetings not included in I thru I	Hourly
TOTAL Lump Sum (Plus Hourly Services)		\$18,755.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano

Chris Giordano

President

Cost of these services are \$18,755.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Chris Giordano Date: 11/4/21
Name: Chris Giordano
Title: President

By: _____ Date: _____
Name: Mr. Geoffrey Jacobs
Title: Mayor

AGENDA ITEM REPORT



To:

Subject: Town flag designs

Meeting: 11 10 2021 DRAFT REGULAR COMMISSION MEETING - Nov 10 2021

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

\$395.00 for each flag with a total cost of \$1,185.00

RECOMMENDATION:

We are recommending the Commission select a flag design. Also, we would like to purchase (3) flags. One for Town Hall and both parks.

ATTACHMENTS:

[1258_001](#)

	Status:
Myriam Jacques, Interim Public Services Director	Pending
Robert Clark, Public Services Director	None
Harry Taubenfeld, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

CUSTOM FLAG



QUANTITY

OPT A



OPT B



OPT C



OPT D



METRO
GROUP
MIAMI

metrogroupmiami.com
954.983.6662

CUSTOMER | TOWN OF PEMBROKE PARK
DESIGNER | TOM

ORDER # | 00000
DATE | 11/02/2021

AGENDA ITEM REPORT



To: Town Commission
Subject: Professional Engineering Design Award Selection to Keith & Associates
Request For Proposals (RFP) - Professional Engineering Design for RFP 21-09
John P. Lyons Lane Drainage Improvements

Meeting: AGENDA REGULAR COMMISSION MEETING - Nov 10, 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

John P. Lyons Lane area is primarily developed with a mixed land use consisting of residential, commercial, and light industrial developments. The collected stormwater relies on percolation and evaporation to return the area to its normal water levels. This results in undesirable flood levels and durations for moderate and large storm levels as well as past historical events. The goal and objectives of this project is to improve drainage infrastructure along John P. Lyons Lane and Carolina Street. The proposed stormwater improvements are intended to mitigate repetitive flood losses, to improve traffic safety for residents and local services such as police, fire rescue, and to avoid additional repetitive losses.

FINANCIAL IMPACT:

Funds From FEMA's Hazard Mitigation Grant Program (HMGP). FEMA will fund \$84,131.25 The Town will fund the remaining project's cost.

RECOMMENDATION:

The Evaluation Committee has reviewed the Request for Proposals for the John P. Lyons Lane Drainage Improvements Project. The Committee has evaluated the Proposers' qualifications, project experience, and technical approach and thus is recommending awarding the contract for engineering design to Keith & Associates based on their ranking values.

TTP Committee RFP 21-09, John P Lyons Lane Drainage Improvements (Design) Proposal Evaluation



Proposal Due Date: NoVember 4, 2021

Date: Friday, November 5, 2021

Member Names: Harry Taubenfeld, Heidi Siegel, JC Jimenez, Miguel Núñez, and Robert Clark		Keith Engineering	Kimley-Horn
The Evaluation Criteria	Grading Criteria (% points)	Grade & Comments (%)	Grade & Comments (%)
A. The years of successful experience of the Professional Engineering firm working with grants through the FEMA Hazard Mitigation Grant Program and other similar programs.	25	23.20	24.00
B. Years of grant management experience, including HMGP and other similar type of grants.	20	19.60	19.00
C. Proposed approach to meeting local needs including an outline of the tasks to be performed and the thoroughness of the approach presented.	25	24.20	21.60
D. Quality and number of the client's references provided from other communities.	5	4.80	5.00
E. The quality of the response from the client references provided from other communities. NP ¹	5	0.00	0.00
F. Timeline of proposed Scope of Work.	20	19.80	16.00
TOTAL POINTS	100	91.60	85.60

1 NP - Not provided

AGENDA ITEM REPORT



To:

Subject: Central Square Software Licenses to access the Broward County Records Management System.

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 10 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

These licenses will allow access to the Broward County Records Management System (RMS). An RMS is a mandatory item for every agency in Florida and utilizing the same system that is currently in use in Broward County should work to significantly lessen the wait time for on boarding with the Broward County Regional Dispatch Center. This is a sole source item to purchased under the current BSO contract.

FINANCIAL IMPACT:

\$150,000. total cost with a \$13,000 annual fee to increase by 5% annually. Additionally, this quote has been submitted to Broward County to ensure all charges annotated are required, for example both myself, and the two project managers have used this software previously and will not require the \$40,000 training fee. However, until we get the green light from the County we will need approval to move forward to better meet our county imposed deadline.

POLICY IMPLICATIONS:

Both Florida Incident Based and National Incident Based reporting compliant

RECOMMENDATION:

Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses.

ALTERNATIVES:

There is a state based alternative that is not ready as of today but could be ready in the future however we have limited information on this system but can explore this alternative at a later date after it is more readily available.

ATTACHMENTS:

[PembrokeAddOnQuote11.8](#)

Status:

Harry Taubenfeld, Finance & Budget Director	Approved - Nov 08 2021
Melissa Anderson, Town Attorney	Denied - Nov 08 2021
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

Quote #: Q-41462

Primary Quoted Solution: ONESolution PS

Quote expires on: February 08, 2022

Quote prepared for:

David Howard

Pembroke Park Police Department

3150 SW 52nd Ave

Pembroke Park, FL 33023

(954) 966-4600

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

ONESOLUTION SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution Accident Wizard License Fee	4	1,000.00	4,000.00
ONESolution Barcoding Hand-Held Client License License Fee	1	1,000.00	1,000.00
ONESolution MCT Client-MAPS License Fee	20	100.00	2,000.00
ONESolution MCT Client-No CAD Interface License Fee	20	400.00	8,000.00
ONESolution MFR Client License Fee	20	800.00	16,000.00
ONESolution MFR Client-Accident Reporting License Fee	20	400.00	8,000.00
ONESolution MFR Client-Accident Wizard License Fee	20	190.00	3,800.00
ONESolution MFR Client-Arrest Affidavit License Fee	20	200.00	4,000.00
ONESolution MFR Client-Arrest License Fee	20	300.00	6,000.00
ONESolution MFR Client-Citation License Fee	20	400.00	8,000.00
ONESolution MFR Client-MOBLAN Version License Fee	2	400.00	800.00
ONESolution Police-to-Citizen Annual Subscription Fee	1	3,000.00	3,000.00
ONESolution RMS Map Display & Pin Mapping License License Fee	4	600.00	2,400.00
ONESolution RMS Workstation License Fee	4	1,500.00	6,000.00
Software Total			73,000.00 USD

MS VISIO

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Microsoft Visio License Fee	18	359.00	6,462.00
Software Total			6,462.00 USD

SOFTWARE SUMMARY

Software Total	79,462.00 USD
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WHAT SERVICES ARE INCLUDED?

ONESOLUTION IMPLEMENTATION SERVICES

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	11,700.00
Public Safety Technical Services - Fixed Fee	18,720.00
Public Safety Training Services - Fixed Fee	39,780.00
Services Total	70,200.00 USD

SERVICES SUMMARY

Services Total	70,200.00 USD
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WHAT HARDWARE IS INCLUDED?

MS VISIO

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Local Property & Evidence Bar Coding Kit Hardware	1	2,249.93	2,249.93
Shipping & Handling	1	50.00	50.00
Hardware Total			2,299.93 USD

HARDWARE SUMMARY

Hardware Total	2,299.93 USD
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MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

QUOTE SUMMARY

Software Subtotal	79,462.00 USD
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Services Subtotal	70,200.00 USD
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Hardware Subtotal	2,299.93 USD
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Quote Total	151,961.93 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	14,000.00
FIRST YEAR SUBSCRIPTION TOTAL	3,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Quote prepared on:

November 08, 2021

Quote prepared by:

Rebecca Villalona

rebecca.villalona@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

MORE INFORMATION AT CENTRALSQUARE.COM



23rd Annual Drive-Thru

TOY GIVEAWAY

Monday, December 20, 2021, 5pm-8pm

Residents of Pembroke Park
(with Photo I.D.) can register by:
December 13th
Bring form between 8am-5pm.

DRIVE -THRU ONLY

Children must be present in the vehicle
with parent/guardian at time of pick-up
& will receive an age-appropriate gift.
NO WALK-INS



Contact Joy at:
Pembroke Park Town Hall
3150 SW 52nd Ave.
Pembroke Park, FL 33023
(954) 966-4600 ext 700

MAYOR GEOFFREY JACOBS | VICE MAYOR REYNOLD DIEUVEILLE | CLERK COMMISSIONER BILL HODGKINS

PLEASE PRINT CLEARLY & BRING THIS FORM TO THE ABOVE LOCATION WITH PICTURE I.D.

Parent/Guardian Name: _____

Address: _____ Apt. # _____

City, State, Zip: _____

Phone: _____ Email: _____

Child's Name: _____ Age: _____

Child's Name: _____ Age: _____

Child's Name: _____ Age: _____

Under Florida Law, e-mail addresses are public records. If you do not want your email released in response to a public records request, do not send electronic mail to entity. Instead, contact this office by phone or in writing.

Official Use Only

Initials: _____ # _____