

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, May 22, 2024
7:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

Appointed Officials

**City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person 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."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
May 22, 2024
7:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**
 - Workshop Meeting Minutes - April 24, 2024**
 - Regular Commission Meeting Minutes - April 24, 2024**
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
 - 1. ARPA Expenditures – Bob Anathan, Budget Administrator**
 - 2. Hurricane Preparedness – Chief Kenneth Ottley, Chief of Police**
 - 3. Public Relations & Marketing – Jessica Modkins, Hip Rock Star**
11. **CITIZENS' FORUM:**

(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE INSTALLATION OF BUS BENCHES AND/OR BUS SHELTERS, WHERE PRACTICABLE WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor, Co-sponsored by Vice Mayor Ervin, Commissioner Bass and Commissioner Kelley*
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT AN INTERNAL FEASIBILITY STUDY TO ESTABLISH A FOOD PANTRY AT INGRAM PARK WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00) ANNUALLY, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS (\$263,526.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION AND GRANT AGREEMENT AMENDMENTS FOR THE AFRICAN AMERICAN HISTORICAL AND CULTURAL GRANT FOR THE OPA-LOCKA CITY HALL PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO APPROVE THE ANNUAL REPORT FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CONFLICT AND**

REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF OPA-LOCKA'S APPLICATION TO THE SURVEY AND REGISTRATION SECTION OF THE BUREAU OF HISTORIC PRESERVATION FOR THE CITY'S INCLUSION IN THE FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE HARRY HURT HOUSE LOCATED AT 305 DUNAD AVENUE WITHIN THE CITY AS A HISTORIC SITE, PURSUANT TO ORDINANCE 2022-02 HISTORIC PRESERVATION, PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE FISCAL YEAR 2024 UNITED STATES DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN (OVW) TO PREVENT AND RESPOND TO THE DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND SEX TRAFFICKING AGAINST CHILDREN AND YOUTH PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE US DEPARTMENT OF JUSTICE'S COPS HIRING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL / DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY_RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on April 24, 2024). *Sponsored by City Manager***

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.

Financial Oversight Update provided by City Manager Darvin Williams

Glorieta Gardens Update provided by City Manager Darvin Williams

21. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

1 Individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Kelley)

2 at-large appointments

Civil Service Board

1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Williams)

Historic Environmental Preservation Board

2 at-large appointments

Housing Authority and Nuisance Abatement Board

1 individual appointment (Mayor Taylor)

1 individual appointment (Vice Mayor Ervin)

1 Individual appointment (Commissioner Bass)

1 Individual appointment (Commissioner Kelley)

1 Individual appointment (Commissioner Williams)

Local Financial Oversight Board

1 at-large appointment

Planning & Zoning Board of Appeals

1 at-large appointment

Teen & Young Adult Advisory Board

1 individual appointment (Commissioner Bass)

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. Please join the City of Opa-locka for a Town Hall Meeting to discuss proposed new development, **Wednesday, May 22, 2024**, at 5:30 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida. We want to hear from you!! Come share your thoughts and/or concerns relating to the proposed new development at 1700 Service Road. *Hosted by Commissioner Dr. Sherelean Bass and co-hosted by Vice Mayor Natasha L. Ervin*
2. City of Opa-locka Mayor & Commission present Monthly Chess Community Challenge hosted by Commissioner Sherelean Bass, every first **Saturday, June 1, 2024** from 12:00 PM - 1:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
3. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Wednesday, June 5, 2024** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.
4. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me **Monday, June 10, 2024** at 6:00 PM, at a location to be determined.
5. City of Opa-locka Mayor & Commission invites the community to a Monthly Free Food Distribution, **Friday, June 23, 2024** from 10:00 AM - 1:00 PM, while supplies last, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida.
6. Free aerobics classes sponsored by Mayor John H. Taylor, Jr. **every Monday & Wednesday** from 6 p.m. - 7 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION WORKSHOP

Wednesday, April 24, 2024

6:00 PM

1. CALL TO ORDER:

Vice Mayor Natasha L. Ervin called the City Commission Workshop to order at 6:06 PM on Wednesday, April 24, 2024, at the City of Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass; Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, and Mayor John H. Taylor (arrived at 6:30 p.m.). Also in attendance were: City Manager Darvin Williams, Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores. Commissioner Veronica J. Williams was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC INPUT:

At the request of City Manager Williams, public comments were heard following the presentation.

Vice Mayor Ervin opened Public Comments.

Ms. Dorothy J. Morris, on behalf of the Opa-locka Old School Group, said they want to keep the memory and legacy of Ingram Park alive. She stated she has a list of 24 items of feedback to provide. She said they need a sign on 22nd Avenue to direct to Ingram Park.

Mr. [name inaudible] said his concern is about the housing and a parking issue. He said they need more parking in new development. He asked if the soccer and football fields at Ingram Park are the same park or different fields.

Ms. Bridget Stalworth expressed concern about her view being blocked with new development. City Manager Williams said he would connect with her to during the break. Ms. Stalworth said they should not fix what is not broken.

Ms. Nancy [no last name provided] said there should be rules for those in the park and provided an example of a recent car show with loud music. She asked if residents would be able to afford the new housing. City Manager Williams spoke about County and CRA programs to facilitate homeownership.

Mr. Eddie Caldwell expressed concern about whether property taxes would be impacted. City Manager Williams replied no. Mr. Caldwell stated proper surveys must be done so properties and parks are stable. He suggested a senior citizen clinic. He also expressed concern if the developers will build and then leave the City. City Manager Williams said all items presented tonight were proposals. Mr. Caldwell suggested two pavilions at Ingram Park.

Mr. Rodney Chilman asked why the baseball field is being taken away from Ingram Park. City Manager Williams reiterated the proposals are presented for discussion. He said baseball would be present at Sherbondy, providing space for soccer, football, and track at Ingram Park.

Ms. Chris Roberts said she does not agree with baseball at Ingram Park. She stated there are bigger issues including needing two entrances, so it is classified as an actual park. She said Ingram Park should never been opened and it is a liability.

Mr. Brandon Lawrence said he is right next to the lake in Ingram Park. He asked for the plans to develop the area. City Manager Williams said he met with Mr. Lawrence and was informed they were looking at developing single-family and townhomes. He reiterated the earlier speaker about Ingram Park needing both an ingress and egress to be recognized as an official park in Miami-Dade County. Mr. Lawrence expressed concern about the City's plans to create an access point near his homes.

Commissioner Kelley expressed concern about some of the items in the presentation.

Mayor Taylor closed Public Comments.

6. CITY MANAGER PRESENTATION / DISCUSSION ITEMS:

- **Miller Legg Parks Survey**
- **Parks Overview**
- **Sherbondy Park**
- **Segal Park**
- **Ingram Park**
- **Q & A**

City Manager Williams opened the discussion, acknowledging the presence of the consultant team. He provided an overview of three key parks in the City – Sherbondy, Segal, and Ingram – highlighting a significant change: the reintroduction of baseball at Sherbondy Park. He detailed additional enhancements such as new basketball courts, a water splash pad, and a fully accessible playground compliant with ADA standards. The projected cost for these improvements stood at approximately \$2.7 million, primarily allocated for the baseball field renovation. Notably, these costs exceeded the current budget, necessitating fundraising efforts. City Manager Williams also addressed the adjacent City-owned property by Sherbondy Park, proposing the issuance of an RFP

to engage a development partner for a market-rate housing project, which would include 90 parking spaces.

City Manager Williams proceeded with the presentation, delving into Segal Park's developments. He emphasized that these enhancements were fully financed in 2022 through ARPA funds. He highlighted Segal Park as the hub for all senior programming, underlining the installation of a new walk trail equipped with drainage stations and plans for an additional 50 parking spaces. He mentioned the intention to replace aging metal equipment. The total cost for Segal Park's improvements surpassed \$1 million. City Manager Williams expressed eagerness to gather input from residents regarding optimal use of City-owned land. He discussed plans to issue a Request for Proposals (RFP) to develop a senior housing complex on nearby City-owned property. Stressing the significance of providing housing for seniors, he cited the lengthy waitlists as a crucial factor.

City Manager Williams emphasized the significance of upgrading facilities to meet competitive standards, crucial for hosting home sports games. He outlined the proposed enhancements for Ingram Park, encompassing track, soccer, and football fields. Acknowledging that the project would unfold in phases, he provided a breakdown of the costs for each stage. He revealed that Phase 1 was nearly fully funded through a vendor agreement, securing approximately \$1 million. The administration sought an additional \$500,000 from Miami-Dade County and planned to contribute \$500,000, leaving a remaining \$500,000 to be raised. Furthermore, he highlighted that Phase 2 was estimated to cost \$5.4 million.

City Manager Williams reviewed the City-owned property in Wilmington, with proposed plans to partner with developers on the land. He displayed renderings of waterfront housing and spoke about the opportunity for home ownership for residents.

City Manager Williams stated the City Commission asked the adjourning property to be examined for development. He noted it is considered a brownsville site and would need mitigation but displayed an example of development, which could include a Publix and a waterpark.

7. ADJOURNMENT

There being no further business to come before the City Commission, the meeting was adjourned at 6:51 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR COMMISSION MEETING
Wednesday, April 24, 2024
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:22 PM on Wednesday, April 24, 2024, at the City of Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass; Vice Mayor Natasha L. Ervin; Commissioner Joseph L. Kelley; and Mayor John H. Taylor, Jr. Also in attendance were: City Manager Darvin Williams; Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores. Commissioner Veronica J. Williams was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

Vice Mayor Ervin requested to pull Agenda Item 13-1.

Commissioner Kelley requested to pull Agenda Items 13-2, 13-7, and 13-11.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to approve the Consent Agenda, as amended.

There being no additional discussion, the motion to approve the Consent Agenda (13-3, 13-4, 13-5, 13-6, 13-8, 13-9, 13-10, and 13-12) passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commission Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

City Clerk Flores stated there was one item to add under 14-1. She read the resolution into the record. City Manager Williams explained the emergency nature of the item.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to approve the addition of the item.

There being no additional discussion, the motion to amend the agenda to include item 14-1 passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

City Clerk Flores stated there was one item to add under 14-2. She read the resolution into the record. City Manager Williams explained the emergency nature of the item.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to approve the addition of the item.

There being no additional discussion, the motion to amend the agenda to include item 14-2 passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley, to approve the Agenda, as amended.

There being no additional discussion, the motion to approve the Agenda, as amended, passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Regular City Commission Meeting Minutes – March 27, 2024

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to approve Regular Commission Meeting Minutes from March 27, 2024.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

City Commission Workshop Minutes – April 10, 2024

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to approve City Commission Workshop Minutes from April 10, 2024.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

Regular Commission Meeting Minutes – April 10, 2024

It was moved by Vice Mayor Ervin seconded by Commissioner Kelley, to approve Regular Commission Meeting Minutes from April 10, 2024.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There were no reports.

10. PUBLIC PRESENTATIONS:

There were no public presentations.

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

City Clerk Flores announced the protocol for public participation at City Commission meetings.

City Clerk Flores stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Mr. Brian Dennis, 2140 York Street, said it is amazing a park plan came together all of a sudden. He said Ingram Park has now gone from a water park to affordable homes. He noted the City creates illusions to look like they are doing something when they are doing nothing.

Mr. Alex Van Mecl, 806 Jann Avenue, expressed gratitude for Mena Fest support. He provided an update on the future of a Florida museum of Black History, noting that Opa-locka has been identified as one of three potential locations by the State.

Mr. Mark Cooper, 6801 SW 75th Terrace, spoke about his recent code enforcement hearing. He expressed concern that the Special Magistrate appears to act as an advocate for the City and not a neutral party.

Mayor Taylor closed the Citizens' Forum.

12. ACTION ITEMS (items from consent agenda pull list):

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO EXPLORE THE ADVANTAGES AND DISADVANTAGES OF THE CITY TRANSITIONING FROM A FIVE-DAY WORK WEEK TO A FOUR-DAY WORK WEEK STARTING FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-1.

Mayor Taylor introduced the item. He noted it was an item he proffered a few years ago. It would extend the business hours in City Hall so residents could access the building after work hours. He requested a feasibility study.

Vice Mayor Ervin stated certain departments struggle to complete work done now and often work six days a week. Mayor Taylor clarified that it would not be for all departments.

Commissioner Kelley said he would like to see the feasibility study and requested to co-sponsor the item. Mayor Taylor accepted the co-sponsorship.

There being no additional discussion, the motion to approve the Resolution passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 2. [13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXPRESSING THE CITY OF OPA-LOCKA'S SUPPORT FOR ALLOCATING A FLORIDA MUSEUM OF BLACK HISTORY WITHIN THE CITY OF OPA-LOCKA; ALLOCATING FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THE HIRING OF A CONSULTANT, PROMOTION OF THE OPA-LOCKA REGIONAL SERVICE CENTER AS THE PROPOSED SITE AND PROVIDE FOR COMMUNICATIONS SUPPORT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin***

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-2.

Vice Mayor Ervin introduced the item. She expressed support.

Commissioner Kelley said he is not opposed to the item but had questions. He noted he never saw this item come before the City Commission for endorsement when the discussion started. Mayor Taylor said it was not. Commissioner Kelley said the item should have been proffered when conversations began in December. He questioned the purpose of the consultant at this point in the process. He also asked about the proposed location of the museum.

City Manager Williams stated his office has not met with Ten North Group to discuss this item.

Commissioner Kelley reiterated his initial concerns, particularly about the location.

City Manager Williams noted they would need more information, including the timeframe.

Mayor Taylor provided additional information and noted moving tenants into the state building was just an idea. He said the city already has land owned by the State. He recommended Ten North speak on the item.

Mr. James Nixon, on behalf of Ten North, explained the intent of the consultant's role. He addressed the relocation question and acknowledged they could have worded the media alert differently in order not to create concerns.

Commissioner Kelley asked when the City was involved or noticed.

Mr. Nixon said an application was submitted by the Main Street Association in December. He noted other cities had more formal committees, but Ten North lead the efforts in Opa-locka. He acknowledged they did not receive a formal stamp of approval from the City.

Commissioner Kelley inquired where the vendors or departments within the building would be relocated. Mr. Nixon replied that it would be up to the State but said the feasibility studies are still being conducted for the site. Commissioner Kelley thought the \$50K was too high for the short timeframe and he reiterated the City should have been included earlier.

Commissioner Kelley asked about the \$50K for the consultant. Mr. Nixon stated the amount is appropriate and strategic to demonstrate the City has a commitment to move forward.

Commissioner Kelley asked about the scope and timeline for the consultant. City Manager Williams said a normal RFP timeline is 21 days. City Attorney Norris-Weeks said if the City Commission deems it to be an emergency it can be done quickly. City Manager Williams said they anticipated the item and began to put together a proposal but would need to meet with Ten North to develop the scope. He spoke about the opportunity to break down the services into different areas that are each less than \$25K in order to utilize the procurement service process.

City Attorney Norris-Weeks stated the suggestion by the City Manager is not an RFP.

Commissioner Kelley said reducing the consultant fee would give more flexibility to the City Manager.

Vice Mayor Ervin would support a recommendation to reduce the consultant fee to \$25K or below.

Commissioner Kelley said the resolution still needs support and a vote, even with the amount amended.

Commissioner Kelley emphasized the City Commission wants to stay apprised of the process with the vendors.

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to amend the resolution amount to \$24,999.

There being no additional discussion, the motion to amend the Resolution passed by a 4-0 vote.

Vice Mayor Ervin Yes

Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

There being no additional discussion, the motion to approve the Resolution, as amended, passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 3. [13-7] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO CHANGE THE SCOPE OF SERVICES FOR THE POLICE DEPARTMENT DEMOLITION AND REBUILD/RELOCATION PROJECT AND FURTHER AUTHORIZES THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC TO INCLUDE ADDITIONAL WORK TO RELOCATE THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES, IN AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$77,650.00), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-3.

City Manager Williams introduced the item and said they are putting forth a ratification policy, with an email notification to the City Commission. He noted the original scope of services did not include the command staff, which required this amendment.

Commissioner Kelley stated he looks forward to seeing the new ratification process.

Mayor Kelley asked if there will be additional funding requests for the Police Department. City Manager Williams replied no.

There being no additional discussion, the motion to approve the Resolution, as amended, passed by a 4-0 vote.

Vice Mayor Ervin Yes

Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 4. [13-11] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING / DENYING THE SERVING AND/OR SALE OF ALCOHOLIC BEVERAGES FOR THE “I LOVE SOCA” EVENT TO BE HELD AT THE OPA-LOCKA INDOOR FLEA MARKET SITE, ON MAY 25, 2024 AND MAY 26, 2024; FURTHER, AUTHORIZING THE EVENT TO CONTINUE AFTER 12:00 AM (MIDNIGHT) UNTIL 3:00 AM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 12-4.

City Manager Williams introduced the item. He noted the application came through the Community Development Department. He noted Mr. Gerald Lee was available to answer questions.

Commissioner Kelley expressed concern about the requested end time and offering alcohol until then. He does not support a 3:00 AM end time.

Vice Mayor Ervin stated she supported the item. She gave an example of a 24-hour club within Opa-locka.

Mayor Taylor said he supported the item as is but asked about public safety.

Mr. Gerald Lee stated public safety has been included in the request. City Manager Williams added they will enforce public safety.

There being no additional discussion, the motion to approve the Resolution, as amended, passed by a 3-1 vote.

Vice Mayor Ervin Yes
Commissioner Kelley No
Commissioner Bass Yes
Mayor Taylor Yes

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO EXPLORE THE ADVANTAGES AND DISADVANTAGES OF THE CITY TRANSITIONING FROM A FIVE-DAY WORK WEEK TO A FOUR-DAY WORK WEEK STARTING FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXPRESSING THE CITY OF OPA-LOCKA'S SUPPORT FOR ALLOCATING A FLORIDA MUSEUM OF BLACK HISTORY WITHIN THE CITY OF OPA-LOCKA; ALLOCATING FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THE HIRING OF A CONSULTANT, PROMOTION OF THE OPA-LOCKA REGIONAL SERVICE CENTER AS THE PROPOSED SITE AND PROVIDE FOR COMMUNICATIONS SUPPORT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOGNIZING MAY 12TH-MAY 18TH 2024 AS NATIONAL POLICE WEEK; ALLOCATING TWO THOUSAND FIVE HUNDRED DOLLARS FOR A RECOGNITION PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOGNIZING MAY 19TH THROUGH MAY 24th, 2024 AS NATIONAL PUBLIC WORKS AND PUBLIC SERVICE WEEK AND RECOGNIZING THE THEME "ADVANCING QUALITY OF LIFE FOR ALL" AS THE NATIONAL PUBLIC WORKS THEME AND RECOGNIZING THE THEME POSTER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO CHANGE THE SCOPE OF SERVICES FOR THE POLICE DEPARTMENT**

DEMOLITION AND REBUILD/RELOCATION PROJECT AND FURTHER AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. TO INCLUDE THE ADDITIONAL WORK COMPLETED IN THE AMOUNT OF FORTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$49,300.00), AND IN A CONTRACT FORM TO BE APPROVED BY THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

- 7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO CHANGE THE SCOPE OF SERVICES FOR THE POLICE DEPARTMENT DEMOLITION AND REBUILD/RELOCATION PROJECT AND FURTHER AUTHORIZES THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC TO INCLUDE ADDITIONAL WORK TO RELOCATE THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES, IN AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$77,650.00), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR AUTOMATED EXTERNAL DEFIBRILLATORS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO CHANGE THE SCOPE OF SERVICES TO THE UNDERGROUND STORAGE TANK REMOVAL PROJECT AND FURTHER AUTHORIZES THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH GULFSTREAM PETROLEUM SERVICES, INC. TO INCLUDE THE REMOVAL OF 3 ADDITIONAL UNDERGROUND STORAGE TANKS AND THE PRELIMINARY REMEDIATION OF SOIL, IN AN AMOUNT OF TWELVE THOUSAND, TWO HUNDRED TWENTY-THREE DOLLARS (\$12,223.00), AND IN A CONTRACT FORM ACCEPTABLE TO THE CITY**

ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

10. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), IN THE AMOUNT OF TWENTY-SIX THOUSAND, ONE HUNDRED TWENTY-FOUR DOLLARS AND NINETY-THREE CENTS (\$26,124.93), FOR FUNDS EXPENDED FOR HURRICANE IAN PREPAREDNESS AND ANY ELIGIBLE MANAGEMENT COSTS; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE DR-4673-HURRICANE IAN-FDEM AGREEMENT NO. Z3181; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

11. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING / DENYING THE SERVING AND/OR SALE OF ALCOHOLIC BEVERAGES FOR THE “I LOVE SOCA” EVENT TO BE HELD AT THE OPA-LOCKA INDOOR FLEA MARKET SITE, ON MAY 25, 2024 AND MAY 26, 2024; FURTHER, AUTHORIZING THE EVENT TO CONTINUE AFTER 12:00 AM (MIDNIGHT) UNTIL 3:00 AM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH BRYANT MILLER OLIVE P.A. TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY’S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

Please note that action taken on the consent agenda resolutions can be viewed under Agenda Item 6 -Approval of Consent Agenda.

14. NEW ITEMS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR QUALIFIED FINANCIAL INSTITUTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 14-1.

City Manager Williams introduced the item. He stated the current bond agreement ties the City to the bank for all financial services. He noted the City has endured several abuses, including a lack of receiving any interest payments on their checking accounts. He said they addressed the issue with the current financial institution and have received some resolution.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR BOND FINANCING OR REFINANCING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 14-2.

City Manager Williams introduced the item. He stated this is a companion item to 14-1.

Commissioner Kelley thanked the City Manager's Office for bringing forth this item and noted it should have been done a long time ago.

Mayor Taylor reiterated his request to see options side by side. City Manager Williams acknowledged.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes
Mayor Taylor Yes

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION" ARTICLE 1, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD NEW SECTION 2-8.6 ENTITLED "OUTSIDE EMPLOYMENT BY CITY EMPLOYEES"; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-A.1.

Mayor Taylor introduced the item. He explained that the City has no policy for outside employment and this topic came up during the notification of the City Manager's contract. He noted they currently go by the County's ordinance, and this will be an adoption of this policy.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Vice Mayor Ervin supported the item but did not agree with the income reporting requirement.

Mayor Taylor asked about financial disclosures. City Clerk Flores said the County ordinance regarding outside employment applies to all County and municipal employees.

Commissioner Kelley inquired about the approval process. Mayor Taylor explained the process for City employees. Commissioner Kelley spoke about issues with the approval process in the past.

Discussion ensued about deference and an appeal process.

Vice Mayor Ervin asked if those who currently have outside employment be grandfathered in.

City Attorney Norris-Weeks stated after this passed, an annual approval process would need to occur for all employees, even those who were previously approved.

There being no additional discussion, the motion to approve the ordinance on first reading failed by a 2-2 vote.

Vice Mayor Ervin No
Commissioner Kelley Yes
Commissioner Bass No
Mayor Taylor Yes

Mayor Taylor passed the gavel to Vice Mayor Ervin and left the dais at approximately 8:44 p.m.

City Attorney Norris-Weeks clarified that the ordinance was intended to clarify the County's policy.

Commissioner Kelley stated it is already law. City Clerk Flores noted the outside employment form is due annually in July. All employees receive an email from City Clerk Flores with the County policy and form.

Vice Mayor Ervin asked if there are currently forms on file. City Clerk Flores affirmed.

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL / DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to discuss Agenda Item 16-A.2.

City Manager Williams introduced the item. He explained that it is a land use amendment changing the land use so a facility to be put on site.

Vice Mayor Ervin opened the public hearing.

Ms. Audrey Dominguez, 147 Jann Avenue, said the Planning and Zoning Board denied this item. She said the project is beautiful, but they are trying to change from residential to commercial. She spoke about the increase in traffic and congestion, draining issues, and more concrete than the zoning permits. She asked for clarity from the City Manager on a second property.

Mr. Mark Cooper, 6801 SW 75th Terrace, said he is familiar with the property, and it is contaminated. He said Opa-locka needs more residential space. He said once the zoning is changed the owner can sell it out for development and spoke about the threat of future lawsuits. He suggested the City Commission retain control and keep it residential.

Mr. Robert Holland, representing the applicant, introduced himself and addressed a potential misunderstanding. He referred to the presentation and discussed the significant contamination present on the site, which renders it unsuitable for residential use. Mr. Holland proceeded to outline the applicant's perspective and presented evidence of the unregulated site, highlighting the presence of toxins. Mr. Holland then proceeded to review a list of at least ten residential companies that had previously considered the property for development. Following this, he elaborated on the proposed use for the site and presented the site plan and renderings to illustrate their intentions. He reiterated the toxicity on the site.

Commissioner Kelley recognized the complexities associated with the site and inquired about access to the State road. Mr. Holland confirmed that discussions regarding access to the State road had indeed taken place.

Commissioner Kelley pointed out that the remediation costs would likely amount to millions of dollars, a significant deterrent for previous developers. He emphasized that his primary concern revolved around the issue of truck traffic.

Mr. Gerald Lee, from the Planning and Community Development department, delivered a presentation on behalf of staff. He affirmed what is currently available for the site based on zoning is residential and mixed-use. He emphasized that the City's goal is to introduce uses that harmonize with the neighborhood's character and the surrounding area. He further reiterated the staff's recommendation to proceed with residential and mixed-use development.

Commissioner Kelley inquired about the estimated cost of remediating the site. Mr. Lee provided an estimate of \$10 million.

City Manager Williams clarified he has always attempted to support development on this site. He reiterated the recommendation by staff and the Planning and Zoning Board.

City Attorney Norris-Week clarified that Mr. Holland had referenced statements made by the City Manager during the workshop. However, these statements did not lead to a vote by the

City Commission or any subsequent action. Furthermore, one Commissioner mentioned receiving this information solely during the workshop.

Commissioner Bass expressed her intention to support the item during the First Reading but voiced feeling pressured by Mr. Holland's conduct during the meeting.

Vice Mayor Ervin would not support the item upon First Reading until speaking further with residents.

Ms. Bridget Stalworth agreed with Commissioner Bass about Mr. Holland's tone and also expressed concern about traffic and safety.

Mr. Brian Dennis, 28140 York Street, noted that the majority of traffic passes through the state road. He emphasized the importance of reaching an agreement within the City to ensure that construction activities benefit the citizens. He expressed concerns about violations of the charter occurring frequently. He noted the residential area needs to be walled off from the commercial area.

Mr. Holland offered an apology to Commissioner Bass for any perceived tone issues and then proceeded to clarify that there would be a wall implemented to create a barrier between the proposed development and the residential area. He stated that the development plan is compatible with the surrounding community.

Vice Mayor Ervin closed the public hearing.

Commissioner Kelley appreciated the citizens' comments and concerns.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Williams had nothing else to report.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS

City Clerk Flores stated that Mayor Taylor would like to bring forth legislation directing the City Manager to install bus stop benches with coverings throughout the City.

Commissioner Kelley proposed introducing an agenda item to establish a food pantry at Ingram Park. Furthermore, he requested adding the Arabian Nights Festival Plan to a forthcoming agenda for discussion.

City Attorney Norris-Weeks stated a separate vote was needed for each item.

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to bring forth legislation directing the City Manager to install bus stop benches with coverings throughout the City to Future Agenda. The remaining Commissioners also requested to co-sponsor the item.

There being no additional discussion, the motion to approve passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to bring forth legislation directing the City Manager to explore options for a food pantry at Ingram Park.

There being no additional discussion, the motion to approve passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Bass Yes

There was consensus to poll the City Commission about hosting a workshop to discuss the Arabian Nights Festival and the re-opening of City Hall.

20. MAYOR/COMMISSION REPORTS:

- 1. Mayor John H. Taylor Jr.
Financial Oversight Update provided by City Manager Darvin Williams
Glorieta Gardens Update by City Manager Darvin Williams**

Commissioner Kelley stated they restarted the Feeding South Florida program and are gathering usage data. He announced the National Day of Prayer opportunities.

Vice Mayor Ervin thanked organizers for Mena Fest. She also loved the successful car show.

City Manager Williams provided an update on Glorieta Gardens. He noted the HUD abatement has been moving forward although the date is uncertain. He said a new general partner for Glorieta Gardens has stepped forward and met with the City, HUD, and community partners. He said there may be a path forward with rehabilitation. Additionally, he said they continue to mobilize to complete the 2023 financial report. He stated they will be requesting a January 2025 deadline from JLAG.

Commissioner Kelley asked the City Manager to check with the City Commission before announcing a workshop.

City Attorney Norris-Weeks asked if Glorieta Garden have signed the agreement. City Manager Williams stated they want to strike their prior counsel's name. City Attorney Norris-Weeks stated this minor change can be done.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 10:03 p.m.

John H. Taylor Jr.
Mayor

Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE INSTALLATION OF BUS BENCHES AND/OR BUS SHELTERS, WHERE PRACTICABLE WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, public transportation is essential to many residents residing within the City of Opa-Locka ("City"). Bus stop benches and bus shelters can improve the travelling experience for people taking public transportation by offering intended passengers a comfortable place to sit and by protecting people from the outside elements; and

WHEREAS, because many residents of the City utilize bus transit options, the City Commission of the City of Opa-Locka desires to direct the City Manager to issue an RFP to determine areas needed for bus benches and/or bus shelters where, practicable within the City; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to direct the City Manager to issue a Request for Proposals for the installation of bus benches and/or shelters within the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to issue a Request for Proposals for the installation of bus benches and/or shelters within the City.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C48C0741E6DE482				
Commission Meeting Date:	May 22, 2024	Item Type: (Enter X in the box)	Resolution	X	Ordinance	Other		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)		Yes	No	Yes	No
					X		X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in the box)		Yes		No	
							X	
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:		N/A			
	X							
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Development ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X							
Sponsor Name	Mayor Taylor		Co-Sponsors: Commissioner Kelley, Vice Mayor Ervin and Commissioner Bass		Department: City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the City Manager to install bus benches and/or coverings within the City.

Staff Summary:

Public transportation is essential to the City. In addition to being equitable and affordable transportation, it allows travelers to efficiently move to various destinations. Public mobility also remains instrumental in reducing air pollution and climate change. Due to the innumerable amount of residents that utilize the City's bus transit options, the City Commission finds it in the best interest to ensure the waiting spaces are accommodated for passengers. Therefore, the City Manager is directed to install bus benches with overhead coverings at all the City's bus stop areas where permissible. The intent is to provide comfortable and help shield awaiting passengers from inclement weather.

Financial Impact: This item would go out through the procurement process and the cost of advertising the RFP in various hard copy and electronic media to ensure the RFP is brought to the attention of the broadest number of bidders will not exceed \$3,000. This will be charged to the Advertising Account in the Non-Department Division 19-515491 which has a current balance of \$23,059.

Proposed Action:

Staff recommends the City Commission authorizes the City Manager to install bus benches with coverings.

Attachments:

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT AN INTERNAL FEASIBILITY STUDY TO ESTABLISH A FOOD PANTRY AT INGRAM PARK WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida (“City Commission”) remains committed to ensuring that residents have access to various community resources that can aid in providing nutritious meals; and

WHEREAS, many residents are food insecure by not having access to reliable food sources; and

WHEREAS, the City Commission desires explore an additional option for a food distribution center that will make food more easily accessible for residents; and

WHEREAS, the City Commission desires to conduct a feasibility study to determine the costs and logistics associated with creating a food pantry at Ingram Park, Senior Citizen’s Building within the City; and

WHEREAS, this initiative would serve as in addition source of food distribution that would be separate and apart from to the City’s existing free monthly food distributions; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to direct the City Manager to conduct a feasibility study to establish a food pantry at Ingram Park Senior Citizen’s Building, within the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to conduct a feasibility study to determine the costs and logistics associated with creating a food pantry at Ingram Park Senior Citizen’s Building within the City.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

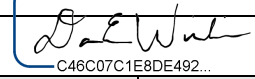
VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

DocuSigned by:


 C46C07C1E8DE492...

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date: <i>(Enter X in box)</i>	5.22.2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance		Other
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				Yes	No	Public Hearing: <i>(Enter X in box)</i>	Yes
	X		X				
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Commissioner Kelley		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to conduct a feasibility study to determine the expenses and benefits of creating a food pantry at Ingram Park.

Staff Summary:

The City Commission remains committed to ensuring residents have access to various community resources that can aid in providing nutritious meals. Due to recent economic inflation, the City Commission feels it is in the best interest of the residents to establish a daily, local food distribution center that is easily accessible to residents. Therefore, the City Commission authorizes the City Manager to conduct a feasibility study to determine the costs and benefits of creating a food pantry at Ingram Park. This initiative will be in addition to the City's free monthly food distribution collaboration with Farm Share.

Financial Impact: The initial feasibility study will be performed by the City Manager's office and no financial impact will be incurred. If additional studies are needed, other professional services would be procured by the City and brought to the Commission at that time.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to conduct a feasibility study to determine the costs and benefits of creating a food pantry at Ingram Park.

Attachment:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00) ANNUALLY, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for Proposal (RFP) 24-0410100 was published on January 3, 2024 to provide Public Relations and Marketing Consultant consulting services got the City of Opa-Locka ("City"); and

WHEREAS, nine proposals were received by the City Clerk's Office and certified by the City Clerk on April 10, 2024; and

WHEREAS, an Evaluation Committee reviewed the proposals and subsequently presented its bid proposal rankings to the City Manager (See Attached Exhibit "B"); and

WHEREAS, the City Manager recommends that the City Commission approve the City Manager's recommendation to enter into an agreement with Hip Rock Star to provide Public Relations and Marketing Consultant Services at annualized cost of Eighty-Four Thousand Dollars (\$84,000.00) per year; and

WHEREAS, the City Commission finds it in the best interest of the residents to enter into an Agreement with Hip Rock Star, LLC for Public Relations and Marketing Consultant services, as attached hereto as Exhibit "C" and not to exceed Eighty-Four Thousand Dollars (\$84,000.00) per year.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an Agreement with Hip Rock Star, LLC to

provide Public Relations and Marketing Consultant Services to the City of Opa-Locka, as more specifically set forth in Exhibit "A" and not to exceed Eighty-Four Thousand Dollars (\$84,000.00) per year.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan			Department Director Signature:	ROBERT ANATHAN		
City Manager:	Darvin E. Williams			CM Signature:	[Signature]		
Commission Meeting Date:	May 22, 2024		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		Public Hearing: (Enter X in box)	Yes	No	Yes
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box) Advertised on TRIM Notice sent out by County Property Appraiser on August 24, 2023	Yes		No	
				X		X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. Of Life & City Image ☐ Communication ☒	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Bid Award For Marketing & Public Relations Services

Staff Summary:

Issue / Recommendation: The City requires Marketing and Public Relations Services and has conducted a competitive bidding process (Request For Proposal) to obtain these services. It is recommended the City Commission approve the City Manager's recommendation to award Hip Rock Star a contract to provide these services.

Current Activity: Development of a recommendation to the City Commission to approve the award of a contract in response to formal competitive bidding is a two-step process with a Selection Board first evaluating the proposals to prepare a recommendation to the City Manager. The City Manager then either accepts the recommendation or selects another proposal when in his judgment the latter proposal best meets the needs of the City.

As the initial step, a Selection Board composed on the following City staff was convened on April 24, 2024, to evaluate the proposals of nine Marketing & Public Relations firms, with proposals being received from local, national and international firms.

Board Members

Sha'mecca Lawson, Assistant City Manager

Niema Gantt, Finance Director

Bob Anathan, Financial Support Services Director

Each proposal was evaluated based on the following four categories, weighted as indicated.

<u>Category</u>	<u>Weight</u>
Qualifications	15%
Experience	15%
Resources and approach	40%
Price Proposal	30%
Total	100%

After thoroughly reviewing the submitted proposals and requesting clarification from those Proposers who chose to participate in the evaluation meeting virtually, the Selection Board scored each proposal based on the above evaluation categories with the following firms being rated the highest.

<u>Firm</u>	<u>Score</u>
1. Wragg & Casas Public Relations, Inc.	23.63
2. Hip Rock Star	23.33
3. Circle of One Marketing	21.33

These results were then submitted to the City Manager for his consideration. Given that two highest scores were virtually tied, the City Manager reviewed a number of factors before determining that Hip Rock Star would best address City requirements. This recommendation is based on the consideration that Hip Rock Star holds a very extensive history in working with the City, that it holds several rewards in serving the community of the City, including most recently PR firm of the year by Miami-Dade County Chamber of Commerce, and essentially a fee that is significantly lower than the other firm. Accordingly, it is in the City's best interest to go with Hip Rock Star.

Financial Impact: The monthly fee of \$7,000 will be charged to Non-Department, Professional Services (19-519312) which currently has \$495,609 available.

Proposed Action:

Staff recommends that the City Commission approve the City Manager's recommendation to enter into an agreement with Hip Rock Star to provide Marketing and Public Relations Services at annualized cost of \$84,000 per year.

Attachment:

1. RFP No. 24-0410100
2. Bid Certification
3. Bid Proposal
4. Selection Matrix
5. Score Sheets

EVALUATION FORM

RFP 24-0410100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Signature:

Niema Walker Gantt
Niema Gantt

Date:

4-24-24

Firm Name:

Flourish Media

Evaluation

Notes:

Criterion	Rating
Qualifications (0-15 Points)	<i>5</i>
Experience (0-15 Points)	<i>5</i>
Resources & Approach (0-40 Points)	<i>15</i>
Price Proposal (0-30 Points)	<i>10</i>
	<i>35</i>

Firm Name:

Wragg & Casas Public Relations, Inc.

Evaluation

Notes:

Criterion	Rating
Qualifications (0-15 Points)	<i>15</i>
Experience (0-15 Points)	<i>15</i>
Resources & Approach (0-40 Points)	<i>35</i>
Price Proposal (0-30 Points)	<i>20</i>
	<i>85</i>

Firm Name:

Circle of One Marketing

Evaluation

Notes:

Criterion	Rating
Qualifications (0-15 Points)	<i>15</i>
Experience (0-15 Points)	<i>15</i>
Resources & Approach (0-40 Points)	<i>35</i>
Price Proposal (0-30 Points)	<i>20</i>
	<i>85</i>

EVALUATION FORM

RFP 24-0410100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Niema Grant
Niema Grant

Date:

4.24.2024

Signature:

Firm Name:

A5 Branding

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	<i>10</i>
Experience (0-15 Points)	<i>5</i>
Resources & Approach (0-40 Points)	<i>5</i>
Price Proposal (0-30 Points)	<i>10</i>
	<i>30</i>

Notes:

NO SHOW for Evaluation Meeting

Firm Name:

Grozina

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	<i>5</i>
Experience (0-15 Points)	<i>5</i>
Resources & Approach (0-40 Points)	<i>15</i>
Price Proposal (0-30 Points)	<i>10</i>
	<i>35</i>

Notes:

Firm Name:

Imagine Design & Marketing

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	<i>15</i>
Experience (0-15 Points)	<i>15</i>
Resources & Approach (0-40 Points)	<i>15</i>
Price Proposal (0-30 Points)	<i>15</i>
	<i>50</i>
	<i>60</i>

Notes:

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Signature:

Date:

Firm Name:

We Us Them Inc

Evaluation**Notes:**

Criterion	Rating
Qualifications (0-15 Points)	5
Experience (0-15 Points)	5
Resources & Approach (0-40 Points)	10
Price Proposal (0-30 Points)	10
	30

Firm Name:

The Wiggins Agency

Evaluation**Notes:**

Criterion	Rating
Qualifications (0-15 Points)	15
Experience (0-15 Points)	15
Resources & Approach (0-40 Points)	35
Price Proposal (0-30 Points)	20
	85

Firm Name:

Hip Rock Star

Evaluation**Notes:**

Criterion	Rating
Qualifications (0-15 Points)	15
Experience (0-15 Points)	15
Resources & Approach (0-40 Points)	35
Price Proposal (0-30 Points)	20
	85

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

RANATHAN

Date:

4-24-24

Signature:

R. Ranthan

Firm Name:

Flourish Media

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	11
Experience (0-15 Points)	10
Resources & Approach (0-40 Points)	35
Price Proposal (0-30 Points)	23 23
	66 78

Notes:

Limited number of municipal clients

No municipalities in references

Approach of all applicants was essentially the same

② Price significantly above anyone else

② Error - looked at price for Grogins in error

Firm Name:

Wrapp & Casas Public Relations, Inc.

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	14
Experience (0-15 Points)	14
Resources & Approach (0-40 Points)	35
Price Proposal (0-30 Points)	25
	88

Notes:

Extensive experience on significant engagements - well qualified

References included several S.F. government

Approach of applicants essentially same, little to differentiate

Slightly more expensive than the average proposal

Firm Name:

Circle of One Marketing

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	15
Experience (0-15 Points)	15
Resources & Approach (0-40 Points)	37
Price Proposal (0-30 Points)	29
	96

Notes:

Extensive experience (Jagun Gaudin, etc.) + extensive familiarity with OL

Six S.F. agency references

Not much differentiation from others, but familiarity with OL adds effectiveness

Second best price proposal

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

R. ANATHAN

Date:

4-24-24

Signature:

R. Anathan

Firm Name:

A5 Branding

Evaluation**Notes:**

Criterion	Rating
Qualifications (0-15 Points)	13
Experience (0-15 Points)	14
Resources & Approach (0-40 Points)	33
Price Proposal (0-30 Points)	25
	85

Very qualified but lack of S. FL exposure will limit
 Very broad range of clients to provide substantial exposure
 Standard approach - lack of S. FL familiarity will limit
 Slightly higher than the average proposal

Firm Name:

Grozina

Evaluation**Notes:**

Criterion	Rating
Qualifications (0-15 Points)	10
Experience (0-15 Points)	10
Resources & Approach (0-40 Points)	35
Price Proposal (0-30 Points)	10
	65

Good qualifications but limited municipal exposure
 Three references but no municipal references
 Little to differentiate from others
 Price significantly above others

Firm Name:

Imagine Design & Marketing

Evaluation**Notes:**

Criterion	Rating
Qualifications (0-15 Points)	8
Experience (0-15 Points)	10
Resources & Approach (0-40 Points)	25
Price Proposal (0-30 Points)	24
	67

Qualified, but not much depth
 Limited municipal exposure
 Approach was limited to one very small paragraph
 Price slightly higher than most

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

R. Anathan

Date:

4-24-24

Signature:

R. Anathan**Firm Name:**We Us Them Inc**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	14
Experience (0-15 Points)	10
Resources & Approach (0-40 Points)	30
Price Proposal (0-30 Points)	20
	74

Notes:

National assignment and significant recognition
 No U.S. municipal experience
 Standard approach, but crises response no better than ²⁴ many
 Cost slightly higher than average

Firm Name:The Wiggins Agency**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	14
Experience (0-15 Points)	14
Resources & Approach (0-40 Points)	35
Price Proposal (0-30 Points)	25
	88

Notes:

Very strong qualifications through broad experience
 References include several S.F. governments
 Standard approach. Little differentiation
 Price marginally above best price

Firm Name:Hip Rock Star**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	14
Experience (0-15 Points)	15
Resources & Approach (0-40 Points)	30
Price Proposal (0-30 Points)	30
	89

Notes:

Qualified staff with broad exposure
 References primarily local agencies. Knows OK
 Approach was very light on detail
 Lowest price

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Shaimecca Lawson

Date:

04/24/24

Signature:

Shaimecca Lawson**Firm Name:**Flourish Media**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	<u>6</u>
Experience (0-15 Points)	<u>5</u>
Resources & Approach (0-40 Points)	<u>10</u>
Price Proposal (0-30 Points)	<u>15</u>

Notes:

Largest events were the World Cup of Jamaica and they have experience with crisis situations such as COVID and Miami Carnival.
Cost of printed is not included in proposed budget.
8 yrs of experience.

Firm Name:Wragg & Casas Public Relations, Inc.**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	<u>13</u>
Experience (0-15 Points)	<u>15</u>
Resources & Approach (0-40 Points)	<u>30</u>
Price Proposal (0-30 Points)	<u>15</u>

Notes:

32 years of experience. Well known for Cultural Fridays in Little Havana and Coral Gables Restaurant Week.
Reference includes City of Miami Lakes, MDX, Coral Gables, City of Miami, and Pinecrest.
Produce flyers in 3 languages for distribution.

Firm Name:Circle of One Marketing**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	<u>10</u>
Experience (0-15 Points)	<u>10</u>
Resources & Approach (0-40 Points)	<u>10</u>
Price Proposal (0-30 Points)	<u>15</u>

Notes:

23 years experience and known for Jazz In The Gardens and Art of Transformation. Reference includes City of Miami Gardens, City of Miramar, MDX, City of North Miami.

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Shainecca Lawson

Date:

04/24/24

Signature:

Shainecca Lawson**Firm Name:**A5 Branding**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	<u>5</u>
Experience (0-15 Points)	<u>10</u>
Resources & Approach (0-40 Points)	<u>5</u>
Price Proposal (0-30 Points)	<u>15</u>

Notes:

Company has 23 years of experience and located in Tampa, Florida.

Firm Name:Grozina**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	<u>5</u>
Experience (0-15 Points)	<u>4</u>
Resources & Approach (0-40 Points)	<u>10</u>
Price Proposal (0-30 Points)	<u>10</u>

Notes:

7 years of experience and largest events are Coconut Grove Business District Events.
Cost does not include direct mail and advertising.

Firm Name:Imagine Design & Marketing**Evaluation**

Criterion	Rating
Qualifications (0-15 Points)	<u>5</u>
Experience (0-15 Points)	<u>6</u>
Resources & Approach (0-40 Points)	<u>4</u>
Price Proposal (0-30 Points)	<u>15</u>

Notes:

14 years of experience and all references are located in Virginia.

EVALUATION FORM

RFP 24-0410100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Shaimecca Lawson

Date: 04/24/24

Signature:

Shaimecca Lawson

Firm Name:

We Us Them Inc

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	<u>5</u>
Experience (0-15 Points)	<u>5</u>
Resources & Approach (0-40 Points)	<u>5</u>
Price Proposal (0-30 Points)	<u>10</u>

Notes:

10 years of experience and all communication with the company will be virtual because they are a Canadian based company.

Firm Name:

The Wiggins Agency

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	<u>6</u>
Experience (0-15 Points)	<u>6</u>
Resources & Approach (0-40 Points)	<u>6</u>
Price Proposal (0-30 Points)	<u>10</u>

Notes:

Currently working with the City of Lauderdale and the Bahamas Tourist Board. Company performed service for the City of Opa-locka in the past.

Firm Name:

Hip Rock Star

Evaluation

Criterion	Rating
Qualifications (0-15 Points)	<u>15</u>
Experience (0-15 Points)	<u>6</u>
Resources & Approach (0-40 Points)	<u>20</u>
Price Proposal (0-30 Points)	<u>30</u>

Notes:

Well known for the Nomi Event and NFL Family Day. References include City of North Miami, Miami Dade Chamber of Commerce, City of North Miami, City of Homestead CRA, and City of Homestead.



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFP NO. 24-0410100
Public Relations and Marketing Consultant**

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 1:00 p.m. on April 10, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 4:10 p.m. on the 10th day of April 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	Monthly Fixed Fee
1. Flourish Media 253 NE 2nd Street, 4508 Miami, FL 33132 Contact: Vivian Olodun, President Tele: 661.406.4705 Email: mail@flourishmediaco.com	\$8,500.00
2. Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami, FL 33145 Contact: Ramon Casas, President Tele: 305.372.1234	\$12,000.00
3. Circle of One Marketing 601 NE 36 Street Miami, FL 33137 Contact: Suzan McDowell, President & CEO Tele: 305.576.3790 Mobile: 305.490.9145 Email: suzan@circleofonemarketing.com	\$11,500.00
4. a5 Branding & Digital 915 N. Franklin, Suite 912 Tampa, FL 33602 Contact: Emerson Harris Tele: 464.600.2303 Email: eharris@a5inc.com	\$12,000.00
5. Grozina 25 SE 2nd Avenue, Suite 550 Miami, FL 33131 Contact: Natalia Rubiano, Founder and CEO Tele: 305.901.9458 Email: info@grozina.com	\$15,000.00

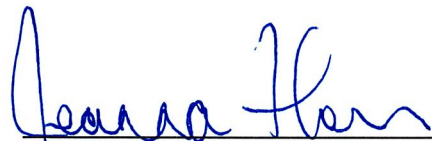
6. **Imagine Design & Marketing** **\$12,050.00**
9994 Sowder Village Square, Suite 816
Manassas, VA 20109
Contact: Rebecca Barner, CEO
Tele: 703.457.6846
Email: info@imagineDC.net
7. **WeUsThem Inc.** **\$12,500.00**
1791 Barrington Street, Suite 402
Halifax, NS Canada B3J 3K9
Contact: Taryn Crosby, Account Manager
Tele: +190224078150
Email: partner@weusthem.com
8. **The Wiggins Agency** **\$12,083.34**
8201 Peters Road, Suite 1000
Plantation, FL 33324
Contact: Don Wiggins, CEO
Tele: 305.393.7720
Email: don@thewigginsagency.com
9. **Hip Rock Star** **40 Hours a Month**
9100 S. Dadeland Blvd, Suite 1500 **\$7,000.00**
Miami, FL 33156
Contact: Jessica Garrett Modkins, President
Tele: 305.744.5758
Mobile: 305.970.1518

Please note that all proposals with the exception of The Wiggins Agency and Hip Rock Star were submitted via Demand Star (e-bid) and provided to the City Clerk by Junior Bergel, Procurement Officer on April 10, 2024.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:



Junior Bergel
Procurement
City of Opa-locka



Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA



RFP NO: 24-0410100

**REQUEST FOR PROPOSALS (RFP)
PUBLIC RELATIONS AND MARKETING
CONSULTANT**

CITY OF OPA-LOCKA
PUBLIC RELATIONS AND MARKETING CONSULTANT

RFP NO. 24-24-0410100

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RFP NO: 24-2410100
Public Relations and Marketing Consultant

Sealed Proposals for Public Relations and Marketing Consulting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 2:00 p.m., April 10, 2024 (ET). Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFP for Public Relations and Marketing Consultant.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 24-0410100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA
RFP NO. 24-0410100
PUBLIC RELATIONS AND MARKETING CONSULTANT

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Public Relations and Marketing consulting services on an as-needed and on-going basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm (ET) on April 10, 2024. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 24-0410100 – Public Relations and Marketing Consultant. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers

should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	March 8, 2024	
Pre-Bid	NA	
Written Questions Due	April 1, 2024 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	April 5, 2024 @ 5:00pm (ET)	
Due Date/Bid Opening	April 10, 2024 @ 2:00 pm (ET)	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka seeks a professional, full-service Public Relations & Marketing firm that will provide a comprehensive and innovative plan that will:

- Increase awareness of the City's mission and goals to all stakeholders within the community,
- Inform the community about the City's plans and ongoing projects,
- Garner public and community support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to any potential issue that may affect the City of Opa-locka.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including, but not limited to: crisis management, brand/identity creation, message development and delivery, event planning, execution and communication, design, costing, placement, and prioritizing multi-phased communication campaigns. Qualified firms must also

demonstrate competence in graphic and oral communication to large diverse groups and expertise in facilitating consensus from multiple public and private interests. Of particular importance is the ability to develop a branding/PR Campaign to increase positive perceptions of the City of Opa-locka.

Specific tasks may include the following:

- Creating a unique, memorable identity for the City of Opa-locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tag line/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Assist City with planning major events

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise, and reliability in providing public relations and marketing services; established reputation in the public relations and marketing community, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing public relations and marketing services to governmental agencies as well as private firms (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Project Manager shall have a minimum of five (5) year experience in public relations and marketing services.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one (1) fiscal year with a two (1) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the Opa-locka City Commission and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to provide an effective Public Relations and Marketing plan to meet the needs of the City of Opa-locka fully addressing the Purpose and Scope of Work, Section 2-1. The detailed plan should be specific in the different types of services that would expected to be provided in an average month, including a quantitative statement of the anticipated different work products.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, monthly fee.

3.2.9 Tab 8 – References

3.2.9.1 List of a minimum of at least six organizations, preferably governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

4-2 EVALUATION CRITERIA

Category	Points
Qualifications of professional personnel assigned to project 1. Qualifications and experience of assigned staff	15
Experience and success in providing Public Relations & Marketing services to companies and governmental agencies 1. Evaluation of Reference Information – Tab 8 – Section 3.2.9.1.	15
Resources and approach 1. Proposed plan and approach to fulfilling scope	40
Price Proposal 1. Cost of proposed services	30
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations in the evaluation phase. References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee _____

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS _____ DAY OF _____, 2024

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
- the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2024.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

RFP 24-0410100
E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

EVALUATION MATRIX

RFP No. 24-0410100 Public Relations and Marketing Consultant

Firm Name:

Flourish Media

Evaluation

		Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	5	0.75	11	1.65	6	0.90	0	0.00	0	0.00	0	0.00
Experience (0-15 Points)	15%	5	0.75	10	1.50	5	0.75	0	0.00	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	15	6.00	35	14.00	10	4.00	0	0.00	0	0.00	0	0.00
Price Proposal (0-30 Points)	30%	10	3.00	23	6.90	15	4.50	0	0.00	0	0.00	0	0.00
Total	100%	35	10.50	79	24.05	36	10.15		0.00		0.00		0.00

Firm Name:

Wragg & Casas Public Relations, Inc.

Evaluation

		Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	15	2.25	14	2.10	13	1.95	0	0.00	0	0.00	0	0.00
Experience (0-15 Points)	15%	15	2.25	14	2.10	15	2.25	0	0.00	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	35	14.00	35	14.00	30	12.00	0	0.00	0	0.00	0	0.00
Price Proposal (0-30 Points)	30%	20	6.00	25	7.50	15	4.50	0	0.00	0	0.00	0	0.00
Total	100%	85	24.50	88	25.70	73	20.70		0.00		0.00		0.00

Firm Name:

Circle of One Marketing

Evaluation

		Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	15	2.25	15	2.25	10	1.50	0	0.00	0	0.00	0	0.00
Experience (0-15 Points)	15%	15	2.25	15	2.25	10	1.50	0	0.00	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	35	14.00	37	14.80	10	4.00	0	0.00	0	0.00	0	0.00
Price Proposal (0-30 Points)	30%	20	6.00	29	8.70	15	4.50	0	0.00	0	0.00	0	0.00
Total	100%	85	24.50	96	28.00	45	11.50		0.00		0.00		0.00

Firm Name:

A5 Branding

Evaluation

		Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson		0		0	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	10	1.50	13	1.95	5	0.75	0	0.00	0	0.00	0	0.00
Experience (0-15 Points)	15%	5	0.75	14	2.10	10	1.50	0	0.00	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	5	2.00	33	13.20	5	2.00	0	0.00	0	0.00	0	0.00
Price Proposal (0-30 Points)	30%	10	3.00	25	7.50	15	4.50	0	0.00	0	0.00	0	0.00
Total	100%	30	7.25	85	24.75	35	8.75		0.00		0.00		0.00

Firm Name:

Grozina

Evaluation

		Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	5	0.75	10	1.50	5	0.75	0	0.00	0	0.00	0	0.00
Experience (0-15 Points)	15%	5	0.75	10	1.50	4	0.60	0	0.00	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	15	6.00	35	14.00	10	4.00	0	0.00	0	0.00	0	0.00
Price Proposal (0-30 Points)	30%	10	3.00	10	3.00	10	3.00	0	0.00	0	0.00	0	0.00
Total	100%	35	10.50	65	20.00	29	8.35		0.00		0.00		0.00

EVALUATION MATRIX

RFP No. 24-0410100
Public Relations and Marketing Consultant

Firm Name:

Evaluation

Imagine Design & Marketing

EVALUATION MATRIX

RFP No. 24-0410100 Public Relations and Marketing Consultant

Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	15	2.25	8	1.20	5	0.75	0	0.00	0	0.00
Experience (0-15 Points)	15%	15	2.25	10	1.50	6	0.90	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	15	6.00	25	10.00	4	1.60	0	0.00	0	0.00
Price Proposal (0-30 Points)	30%	15	4.50	24	7.20	15	4.50	0	0.00	0	0.00
Total	100%	60	15.00	67	19.90	30	7.75		0.00		0.00

Firm Name:

We Us Them Inc.

Evaluation

Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	5	0.75	14	2.10	5	0.75	0	0.00	0	0.00
Experience (0-15 Points)	15%	5	0.75	10	1.50	5	0.75	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	10	4.00	30	12.00	5	2.00		0.00		0.00
Price Proposal (0-30 Points)	30%	10	3.00	20	6.00	10	3.00	0	0.00	0	0.00
Total	100%	30	8.50	74	21.60	25	6.50		0.00		0.00

Firm Name:

The Wiggins Agency

Evaluation

Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	15	2.25	14	2.10	6	0.90	0	0.00	0	0.00
Experience (0-15 Points)	15%	15	2.25	14	2.10	6	0.90	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	35	14.00	35	14.00	6	2.40		0.00		0.00
Price Proposal (0-30 Points)	30%	20	6.00	25	7.50	10	3.00	0	0.00	0	0.00
Total	100%	85	24.50	88	25.70	28	7.20		0.00		0.00

Firm Name:

Hip Rock Star

Evaluation

Reviewer Name:		Niema Gantt		Robert Anathan		Shamecca Lawson					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Qualifications (0-15 Points)	15%	15	2.25	14	2.10	15	2.25	0	0.00	0	0.00
Experience (0-15 Points)	15%	15	2.25	15	2.25	6	0.90	0	0.00	0	0.00
Resources & Approach (0-40 Points)	40%	35	14.00	30	12.00	20	8.00		0.00		0.00
Price Proposal (0-30 Points)	30%	20	6.00	30	9.00	30	9.00	0	0.00	0	0.00
Total	100%	85	24.50	89	25.35	71	20.15		0.00		0.00

FIRM SELECTED

Reviewer:

	Flourish Media	Wragg & Casas Public Relations, Inc.	Circle of One Marketing	A5 Branding	Grozina
Niema Gantt	10.50	24.50	24.50	7.25	10.50
Robert Anathan	24.05	25.70	28.00	24.75	20.00
Shamecca Lawson	10.15	20.70	11.50	8.75	8.35
AVERAGE RATING	14.90	23.63	21.33	13.58	12.95

Reviewer:

	Imagine Design & Marketing	We Us Them Inc.	The Wiggins Agency	Hip Rock Star	
Niema Gantt	15.00	8.50	24.50	24.50	
Robert Anathan	19.90	21.60	25.70	25.35	
Shamecca Lawson	7.75	6.50	7.20	20.15	
AVERAGE RATING	14.22	12.20	19.13	23.33	

EVALUATION MATRIX

RFP No. 24-0410100
Public Relations and Marketing Consultant

RFP NO: 24-0410100

Public Relations and Marketing Consultant

The City of Opa-Locka

Company Name

VIVIAN OLODUN LLC DBA FLOURISH MEDIA

Company Type

Limited Liability Company

Address:

253 NE 2nd Street 4508

Miami, FL 33132

Telephone: (661) 406-4705

Primary Contact

Vivian Olodun

Email: mail@flourishmediaco.com

Submission Deadline:

Wednesday, April 10th, 2024, 2:00pmET

SECTION 1: EXECUTIVE SUMMARY

Thank you for presenting Flourish Media with the opportunity to deliver an exceptional service to the City of Opa-Locka. Flourish Media has an outstanding track record of delivering marketing services since 2015. Vivian Olodun, LLC dba Flourish Media has been in operation for nine years with a base team of 35. We are confident in our ability to execute and provide a cost-effective solution that exceeds all your requirements.

Flourish Media is based in Miami, Florida, and has consistently delivered professional marketing services since our inception. We have built a reputation and performance that surpasses our competitors exponentially. Our clients know us as experts and refer to us as a one-source solution. The City of Opa-Locka can always count on Flourish Media to exceed every requirement and perform the work expeditiously.

Our processes and methods give us a strategic advantage in our cost structure, making it possible to deliver a cost-effective solution. Since the services requested fall in our wheelhouse, we have the past performance to deliver an exceptional solution. We are also 100% confident in our ability to deliver a risk-averse solution to your organization.

Our staff consists of well-trained subject matter experts dedicated to exceeding all expectations, meeting all deadlines and requirements. We follow all rules and regulations, policies, and procedures, which ultimately deliver outstanding results while ensuring compliance. Should the City of Opa-Locka choose to work with Flourish Media, you can be rest assured all the requirements within this RFP will be delivered strictly according to the scope of work on time and budget. Working with us is not only a choice but an honor and a relief to know that everything will be completed according to plan.

Also, we are a Miami-Dade registered certified small business and federally registered women and minority-owned small business with a strong focus on hospitality. We have the technical capabilities, experience, and highly qualified operational team to support your efforts indefinitely. We are here to deliver an exceptional service that supports the City of Opa-Locka and its mission. We genuinely look forward to being a value-adding vendor when a need arises.

Sincerely,

Vivian Olodun

President

SECTION 2: COMPANY, STAFF & TEAM QUALIFICATIONS

Flourish Media will make six subject matter experts available to the City of Opa Locka account. The six experts have existing teams to support and ensure every requirement is met according to the scope of work outlined in the solicitation.

Flourish Media's Public Relations Director is the lead consultant on this RFP. Clients have the instant advantage of working with a team who have extensive experience. The City of Opa-Locka should select a vendor in this role who has a heart for the culture in South Florida but a global perspective.

The team of six consists of:

- Public Relations Director
- Account Manager
- Project Manager
- Marketing Manager
- Creative Director
- Media Buyer

Below are the breakdown of key personnel and experience.

Public Relations Director

The Public Relations Director is a position that is available to the City of Opa Locka in accordance with the scope of work. The person in this role is responsible for writing press releases, communicating with the media and coordinating opportunities to amplify the client's message and/or activities. The person in this role works closely with the Project Manager and gathers information from the Creative Team to portray the clients in the best light publicly. The person in this position has crisis management expertise. The person in this role has twenty years of experience.

Account Manager

Flourish Media's Account Manager is the on-site consultant who will act as the key point of contact for client projects. The person in this role is responsible for communicating the client's needs to the internal team and carrying out tasks for the client. The Account Manager/consultant is present for regularly scheduled meetings and reporting service outcomes to the City of Opa-Locka. They will also oversee all internal and public presentations required by the RFP. The Account Manager is supported by a Brand Strategist who has previous experience in both consulting and media as an executive team member. The Brand Strategist has 20 plus years of experience in operations, advertising and marketing working with global brands similar to the scope and size of this RFP. In previous roles, the brand strategist has led large teams, overseen \$1-Billion in media, and delivered over 200 media campaigns annually.

The Account Manager and Brand Strategist will oversee a team of Administrative Assistants and Marketing Specialists. They will also lead the overall strategy, development, and execution of

innovative marketing campaigns across various platforms including social media, digital advertising, and out-of-home materials. Responsibilities will include crafting comprehensive strategies, analyzing data to optimize campaign performance, and fostering a culture of creativity and collaboration within the team.

Project Manager:

Flourish Media's Project Manager collaborates with the Account Manager/Brand Strategist. This organizational structure allows flexibility in handling multiple projects at the same time. The Project Manager manages the team assigned to the project to ensure creative professionals and third-party vendors are on task and on track to deliver exceptional service while meeting every requirement. The Project Manager will manage the internal staff but does not often connect with the client directly. The person in this role started their career at The Workshop Collective ten years ago. Having started their career at The Workshop Collective over ten years ago, they returned in 2020 to help oversee daily operations as well as take on the role as liaison between the client and creative team. The Project Manager has extensive hospitality experience working with The Miami Beach EDITION Hotel, Nobu Hotel Miami, Hotel Joaquin Laguna Beach, East Miami, Fontainebleau Aviation, Brightline, Life House Hotels, Turnberry Isle, The W Hotel Miami, and The Art of Banksy.

Marketing Manager:

Flourish Media Marketing Manager is responsible for public communication on behalf of the client. In this role the Marketing manager will work in tandem with the Project Manager to ensure messaging is in-line with the omnipresent marketing campaign for the City of Opa-Locka.

The Marketing Manager was essential when working on materials for the Women's World Cup 2019. Items were required at the sports arena that met regulations in Jamaica, the United States, South Africa, and France. Flourish Media's Marketing Manager proved to be an essential member of the team helping Flourish Media host more than (30) events across the nation in 2019. Our Marketing Manager is a shining achievement in training large organizations how to use social media more effectively to build or to share messaging that best portrays the client's core value.

The Marketing Manager will create the strategic plan to support the Public Relations Director. The Marketing Manager oversees the coordinators' team, which delivers benchmarks daily.

Creative Director:

Flourish Media's Creative Director oversees visual content as outlined by the client. The Creative Director works in collaboration with the Project Manager and Marketing Manager to align with the client's brand identity standard and messaging. Their duties include working with the creative team to design captivating graphics, videos, and website designs. Their main goal is to ensure our visuals align with the City of Opa-Locka and bring to life its visual campaigns. The individual in this role has fifteen years of experience and has left an ample footprint all over South Florida's hospitality scene.

The creative team is led by two seasoned Graphic Designers, an Illustrator, and our Creative Director of Video production.

The Senior Graphic Designer has seventeen years of experience working on brands like Caterpillar, Skyline, Savannah Art & Design, Sysco, and Citrix.

The Second Lead Graphic Designer has been the creative force behind some of the more recognizable brands and campaigns that have come out of the company including PGA Resort and Spa, The Miami Beach EDITION Hotel, Barry's Bootcamp, and Another Wing. Their role as a Second Lead Designer is to oversee and manage all aspects of the design process.

The Lead Illustrator has a knack for conceptualizing and creating brand identities and original illustrations. They have been the lead Illustrator for such clients as The Setai Hotel and The Diplomat Resort. Like the Second Lead Designer, the Lead Illustrator's role is to oversee and manage all aspects of the design process.

The Senior Video Producer is an esteemed video editor and director. Their skill set is in Adobe Premiere Pro, After Effects, Unreal Engine 5, and the Canon cinema cameras. Their portfolio includes Barry's Bootcamp, New Era Cap, Faena Miami Beach, and Ford Motor Company.

Media Buyer:

Our Media Buyer is the brains behind all our paid advertising campaigns. Their job description is to place visuals and messages in front of our ideal market through paid advertising and search to generate the highest ROI. Our Media Buyer has eighteen years of experience. Publix brand is one of many highly recognizable companies that spend \$300 million dollars on paid advertising. The person in this role has personally managed total ad spends exceeding \$4 Million on behalf of clients. When the City of Opa-Locka decides to leverage paid advertising to increase reach and engagement, our media buyer will deliver outstanding results.

SECTION 3: QUALIFICATIONS/RELATED EXPERIENCE

Flourish Media has extensive experience in public relations, event marketing, promotions, and media planning including buying and designing marketing campaigns. Flourish Media's seasoned team is known for implementing management control processes, creating strategic plans, authoring brochures and reports, creating mathematical and economic impact analysis, along with any other creative task required for highly effective advertising services. We have also performed financial analysis to evaluate projects, budgets, and other finance-related transactions to determine their performance and suitability.

Because of Flourish Media's experience and understanding of media buying and marketing planning, operations, capital resources, human resources, finance, sponsorship, and promotions, we have the required techniques and processes to leverage media buying and public relations to achieve our desired outcome. Flourish Media regularly deploys public relations to amplify our messaging for client events in entertainment, art, cultural and historic experiences. Our knowledge and experience in tourism and cultural events provides clients with peace of mind. We will also establish and maintain working relationships with employees, business representatives, the public and other officials to achieve a successful marketing campaign for all projects required by the RFP. The relationship we continued to maintain with The EDITION Hotel on Miami Beach, FL, Nobu Hotel Miami, Fontainebleau Aviation, Brightline, Turnberry Isle, and The Art of Banksy are all examples of the results that the City of Opa-Locka can look forward to.

Flourish Media will leverage our experience to formulate recommendations, analyze information and use independent judgment to create desired outcomes for the City of Opa Locka. We will execute and coordinate work with the City of Opa-Locka to ensure all stakeholders and staff members are on the same page and aligned with the mission.

Flourish Media has a professional demeanor at all times. Flourish Media staff hold advanced university degrees including: a PhD in Education, Masters in Public Administration, and a collection of Bachelors' degrees in fields such as communications, business and marketing. Prior work experience building campaigns for Miami-Dade County, NGOs, Viacom, Sysco, Walt Disney World, UniVision Communications, Publix, The Greater Miami Convention and Visitors Bureau and Visit Orlando. We train our personnel to pay attention to the details, write concisely, listen carefully, and to speak clearly especially during public and internal presentations. We are well versed in all Adobe Suite, Google Suite, Secure Email Systems, Quickbooks, research and reporting.

Something worth noting about Flourish Media is that we are experienced in Public Relations during an election year in which changes happen frequently without notice. For that reason Flourish Media has adapted Media Insurance as well as protocol to respond quickly in the event of unforeseen global changes as a result of our learning during the global pandemic. We believe that our commitment to protecting our clients by investing in Media Insurance and SOP's puts us

at a strong advantage over any other vendor. Our team speaks multiple languages that connect with the demographic found in the City of Opa-Locka.

Overall, Flourish Media has the experience, capabilities and desire to deliver an excellent solution to the City of Opa-Locka. Our team is ready to exceed all expectations required by this RFP.

Collectively, Flourish Media has a combined over 50+ years of experience providing marketing and advertising services. Our team is local to South Florida. We've worked with companies like The Alacran Foundation, Kreyole Essence, Greater Miami Convention and Visitor Bureau, and the Florida State Minority Supplier Development Council. We were also responsible for the marketing campaign that brought global awareness to Jamaican citizens located around the world. Securing press, creating visual collateral, and media training to the professional athletes on the Reggae Girlz, the Jamaican Women's national football team.

Based in Miami, Florida, Flourish Media is uniquely familiar with tourism and hospitality globally.

Notable contracts include:

Recurring social media training programs designed for the Greater Miami Visitors and Convention Bureau for travel and hospitality small businesses in South Florida who want to attract foreign customers online.

Flourish Media also managed marketing for the Reggae Girlz, Jamaica's Women Soccer Team for the World Cup in France in 2019. This is Flourish Media's most significant, sporting project to date.

Publix, the beloved grocery chain, executes custom-targeted weekly BOGO (Buy One Get One) campaigns, investing over \$3 million annually, equivalent to \$57,000 per week, on strategic paid media buys. Through astute optimization techniques, Flourish Media's esteemed paid media buyers have delivered compelling messages to the right audience at the right time, driving engagement and sales. The results speak volumes: a staggering 276 million impressions garnered and an impressive 60% return on investment (ROI).

In Q4 2023 Flourish Media effectively introduced MSC Cruises, the leading privately held Swiss-based shipping and logistics company headquartered in Geneva, Switzerland, to North American markets, solidifying its presence and resonance in the region via social media marketing. Flourish Media's performance marketing team played an instrumental role in bolstering MSC Cruises' newly launched social media channels to the US-based market, which experienced a remarkable growth of 700,000 net new followers by the close of 2023. Collaborating closely with MSC Cruises' in-house marketing and creative team, Flourish Media spearheaded a dynamic content creation strategy aimed at aligning with paid media buys. This collaborative effort ensured that the content resonated with the target audience and reflected MSC Cruises' brand identity seamlessly. Leveraging hyper-focused targeting techniques,

Flourish Media orchestrated social ad placements that precisely reached the ideal users' feeds, maximizing visibility and engagement.

Flourish Media creative team embarked on an impactful project with The Miami Beach EDITION, showcasing its expertise in graphic design services to elevate the brand presence of its onsite venues. Notably, Flourish Media crafted captivating branding for Basement, the hotel's renowned nightclub, and Tropicale, its vibrant poolside bar, infusing each with a distinct identity reflective of the Miami Beach EDITION's upscale ambiance. As a result of this collaborative partnership, The Miami Beach EDITION has solidified its position as one of the most sought-after destinations for both visitors and locals alike.

REFERENCES

Hospitality Company: The Miami Beach EDITION

Contact Person: Maile Gamez

Title: Director of Culture and Entertainment

Phone Number: (305) 775-2939

Project Description: Branding and Graphic Design

Date of Project: Ongoing

Government/Company: Florida International University Engagement

Contact Person: Kanasha Paul

Title: Director of Venture Miami Opportunity Program

Phone Number: 786-380-3850

Project Description: Flourish Media Conference

Date of Project: February 2022

Government/Company: Televisa/Univision

Contact Person: Silvia Garcia

Title: Senior Vice President Audience Engagement & Growth

Phone Number: 305-497-2016

Project Description: Premios Juventude 2021 and Vix product launch

Date of Project: Aug 2020 - March 2022

SECTION 4: APPROACH TO SERVE

Flourish Media possesses an in-depth understanding of the City of Opa-Locka. Leveraging our expertise in Creative Brand Development & Production Services, we will craft a brand and marketing strategy tailored to resonate with both domestic and international audiences.

Flourish Media has a proven process for supporting clients and executing campaigns. Clients are brought on with a strategic process called a 13-Point Assessment. This is a questionnaire given to clients to deepen our overall understanding of the campaign's objectives.

This process allows us to understand the inner workings of our client's team, vendors, and resources. By applying our 13-point assessment process we hold a full understanding of the client's past successes, pain points, and opportunities to implement systems to improve the client's outcome.

After the 13-Point Assessment, we create an action plan which is assigned to each member of the client's support team. The City of Opa Locka support team is indicated in Section 2 as the Public Relations Director, Account Manager, Project Manager, Marketing Manager, Creative Director, and Media Buyer. These six leading positions have support teams and administrative staff dedicated to the City of Opa Locka. Our experiences have shown assigning teams with dedicated areas of focus with a management staff member to oversee day-to-day creates an integrated checks and balances which our clients value.

The support staff and administrative teams report to the key leadership positions who in return report to the client. Flourish Media values environmentally friendly practices and engages in tech solutions where possible.

The message we intend to convey is to portray the City of Opa-Locka as a dynamic cityscape with a vibrant and deep culture where you can truly live life to the fullest.

After the 13-Point Assessment and reviewing the archive of materials, we will create an action plan to include public relations tools such as photoshoots, video productions, social media campaigns, influencer campaigns, live activations, as well as placements across the city during trade shows, holidays, and paid advertising to showcase strategies available to the City of Opa-Locka.

From concept to execution, we will produce captivating marketing strategies, utilizing previous experience, relationships, and media outlets including social media to authentically showcase the City of Opa-Locka's story. Our commitment to transparent Communication and Reports ensures regular updates and comprehensive insights into the efficacy of our media strategies, driving increased website traffic, brand awareness, and visitor intent.

As stewards of Public Relations and Marketing Consulting Services for City of Opa-Locka digital assets, our Account Maintenance team will deliver services as a resource to create a plan for seamless coordination and support across all marketing channels, ensuring the smooth execution of every campaign. Our seasoned Media Planning experts will craft a dynamic,

research-driven media plan to target key audiences, negotiate strategic advertising buys, and amplify the City of Opa Locka's message.

Additionally, we offer optional services such as social media management, public relations, immersive media experiences, and consumer events to further enhance marketing efforts. Beyond traditional channels, our expertise extends to Website Design & Tradeshow Exhibit Planning, ensuring a seamless and immersive brand experience.

In conclusion, Flourish Media is more than a marketing agency; we are strategic partners committed to the success of the City of Opa-Locka. With our blend of creativity, expertise, and dedication, we will elevate the city's brand, driving increased tourism, economic growth, and community pride. Together, let's *flourish*.

SECTION 5: PRICING PROPOSAL

60% Supervision [\$81,000]

Description	Qty	Units	Team Rate	Team Size	Amount
Public Relations Director	220	Day	\$230	1-2	\$50,600.00
Account Manager	220	Day	\$74	1-2	\$16,280.00
Project Manager	180	Day	\$70	1	\$12,600.00
Creative Director	0	Day	\$75	3 - 7	\$0
Media Buyer	0	Day	\$75	3 - 6	\$0
			Estimate A	16 - 35	\$79,480.00

10% Production [\$13,500]

Description	Qty	Units	Team Rate	Reports to	Amount
Copywriters	12	Months	\$665	PR / Project Manager	\$7,980
Designers	48	Day	\$115	Creative Director	\$5,520
Production Artists	0	Day	\$75	Project Manager	\$0
Video Crew / Editors / Website Developers	0	Day	\$450	Creative Director	\$0
Paid Ads	0	Months	\$75	Media Buyer	\$0
				Estimate B	\$13,500

10% Materials [\$13,500] | 5% Contingency [\$7,500]

Description	Qty	Units	Team Rate	Reports to	Amount
Administrative / Tech	12	Allow	\$280	Account Manager	\$3,360.00
Logistics / Printing	12	Allow	\$280	Project Manager	\$3,360.00

Digital Assets / Events	12	Allow	\$280	Media Buyer	\$3,360.00
Travel / On-Site Items	12	Allow	\$280	PR / Project Manager	\$3,360.00
Contingency	12	Month	\$625	Account Manager	\$7,500
				Estimate C	\$20,940.00

Description	Amount	
Creative Supervision Estimate A		\$79,480.00
Paid Ads/Production Estimate B		\$13,500.00
Materials / Contingency Estimate C		\$20,940.00
Paid Ads - Optional		\$5,000.000
	Subtotal	\$118,930.00
	Profit 15%	\$17,838.00
	Grand Total	\$136,758.00

ALTERNATIVE PRICING WITH INCREASED PAID ADS	Amount	
Supervision		\$79,480.00
Production		\$13,500.00
Materials		\$20,940.00
Reimbursable Expenses Reserves		\$5,000.00
Paid Ads		\$7,500.00
	Profit 15%	\$18,963.00
	Total	\$145,383.00

SECTION 6: REFERENCES

Contact Name: Maile Gamez, Director of Culture and Entertainment, Miami Beach EDITION

Address: 2901 Collins Ave, Miami Beach, FL 33140

Phone number: (305) 775-2939

Length of service: Ongoing

We have worked with Maile Gamez, Director of Culture and Entertainment for The Miami Beach EDITION to produce graphic design services and to create the branding for their onsite nightclub, Basement, and their poolside bar, Tropicale, as well as their self-produced beer. We were contracted to provide ongoing supportive design such as calendar creation and event flyers. Due to our support, the EDITION has become one of the most frequented hotels by both visitors and locals.

Contact Name: Saad Rawala, Director of Digital Investment at 22squared, Inc. *Paid Media Agency of Record for Publix Super Markets*

Address: 1170 Peachtree St. NE Suite 1400 Atlanta GA 30309 United States

Contact: saad.rawala@22squared.com, (813) 537- 2979

Length of service: 12 months

In collaboration with 22Squared, Inc. the agency of record for Publix Super Markets Inc for 20+ years, we embarked on a strategic initiative to enhance Publix brand presence and engagement through targeted paid social media advertising campaigns. Leveraging platforms such as Facebook, Instagram, Pinterest, LinkedIn, and Snapchat, we aimed to amplify Publix's reach and impact across various campaigns, including the weekly BOGO promotions, Grand Openings for newly renovated stores, and omnichannel initiatives.

Recently, we collaborated with Publix on several holiday-themed paid media campaigns aimed at positioning Publix as the go-to destination for all family holiday gatherings, from catering to cooking essentials. By leveraging captivating creatives and strategic ad placements, we successfully generated over 2 million impressions in Q4 2023, significantly amplifying Publix's brand visibility and affinity during the festive season.

WORK SAMPLES FOR CONSIDERATION

**All attachments after this page*

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Vivian Olodun AndersonAddress: 253 NE 2nd Street 4508City, State, Zip: Miami, FL 33132 Phone/Fax: 661-406-47052. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: April 2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Vivian Olodun AndersonApril 2016

6. The length of time in business: 8 years

7. The length of time (continuous) in business as a service organization in Florida:

8 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

WCA

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$8500.00

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10 DAY OF April, 2024

BID SUBMITTED BY:

Flourish Media
Company

661-406-4705
Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

CEO
Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

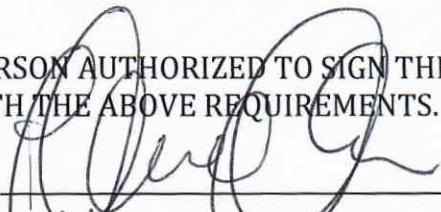
that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name


Vilian Olofin Andersen

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date _____

Signature _____

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

Signature

CEO, Villian Clayton Andersen
Print Name and Title

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

UOA

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: Vivian Olofin Anderson

Title: _____

Date: _____

RFP 24-0410100

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]
Title: [Signature]

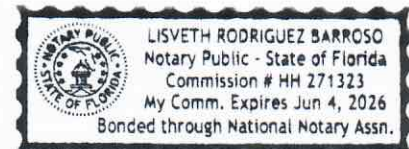
State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 9th day of April, 2024.

By Vivian Olodun Anderson

Personally known [Signature] OR produced identification ✓

Notary Public
My Commission Expires Jun 4, 2026



2024



FLOURISH MEDIA

WORK SAMPLES

WWW.FLOURISHMEDIACO.COM

2024

SOCIAL MEDIA GUIDE

for small business

create a powerful, hyper-engaged
social media following



by: FLOURISH

MEDIA CONFERENCE: WHERE WOMEN DO BUSINESS.

Page 106 of 1075

It's 2023, and you know what that means!

We are back new and improved with up-to-date resources and graphics. When you know better you do better. Clearly, you are ready to take your new company or existing business to the next level. Here are some field-tested tips and tricks to grow your social media presence.

The information included in this guide has been curated from some of our favorite resources!

Here is a list of all the resources used in this guide:

Google
YouTube
Facebook
Twitter
Instagram
Cisco
Linkedin
Pinterest
Snapchat
Word Stream
Post Cron
TikTok
Statista
Clubhouse
FlourishMedia.org
VivianOlodun.com
TracyTimberlakeonline.com

With **[Infographics & statistics]** from sproutsocial.com

FLOURISH IN 4 EASY STEPS

WHAT CAN MY BUSINESS DO TODAY TO GROW OUR SOCIAL MEDIA?



1. START USING VIDEO!

Video is the most effective form of social media content. 82% of all online traffic is video. On average, according to Hubspot, businesses publish 18 videos each month. Social video garners 1200% more shares than text and images combined. In 2022, 86 percent of businesses use video as a marketing tool. [FlourishMediaCo.com](https://flourishmedia.co) provides professional video services customized for social media marketing. Ask about our FREE video services available ONLY to Flourish Media clients.



2. ENGAGE WITH YOUR AUDIENCE

Social media is “social.” We know...mind-blowing. Both Facebook & Instagram reward pages that engage their audiences by “boosting” their reach. This means commenting on posts from your audience. “Liking” comments from your connections will result in more eyes seeing your activity without spending extra dollars. Equally important is the frequency of your post. “Regular” depends on your brand. Our Instagram page @FlourishMediaCo, posts daily, once every other week on YouTube & Facebook. @VivianOlo Facebook page posts are several days per week. Frequency should increase not decrease. Start small and adjust as needed.



3. RESEARCH PARTNERSHIPS

Chances are there are businesses out there that share your audience and band culture. Selling Real Estate? Partner with a Title Company for a picture contest #MyDreamHome. Fitness professional? Partner with a meal plan company or local healthy restaurant #EatClean. Beauty Stylist? Partner with a popular YouTube Vlogger for social media exposure #BeautyCare. Marketing partnerships are tailor-made for social media success. Not only are you engaging your audience but you are harvesting new audience members...see what we did there? Harvest| Marketing packages are available through [FlourishMediaCo.com](https://flourishmedia.co) for growing businesses looking to optimize their exposure.



4. MEASURE SUCCESS AND HAVE A PLAN TO REVISE

Flourishing looks different in each business plan. What are your business measurements for social media success? Likes? Followers? Conversion rates? Sales? A great way to track activity is to use a media management tool. Facebook & Instagram (which is owned by Meta) are unique in that Facebook provides plenty of useful data to track success. Leading third-party tools are SproutSocial.com, HootSuite.com, Inconosquare.com, EveryPost.com, and Bitly.com. Flourish Media One-On-One Consulting packages are designed for established brands looking to boost brand recognition.

DOES MY BUSINESS NEED TO BE ON EVERY SOCIAL MEDIA PLATFORM?

Short answer: No. Like any seed, your business ideas are packed with potential. Whether your business provides a product or a service you need to identify the environment where your business has the best potential to grow.



Careful not to over water- Talk to your audience

Believe it or not you can overshare on social media. Communicate in the form of a conversation. Do not speak AT your audience speak WITH your audience. Think back to your own social media page, think of that person you are connected with who shares his or her daily activities from breakfast, lunch, dinner, self-loathing emotional breakdowns to unsolicited advice about dieting or political views. Best advice: Do not allow your business to become THAT annoying voice to your audience.

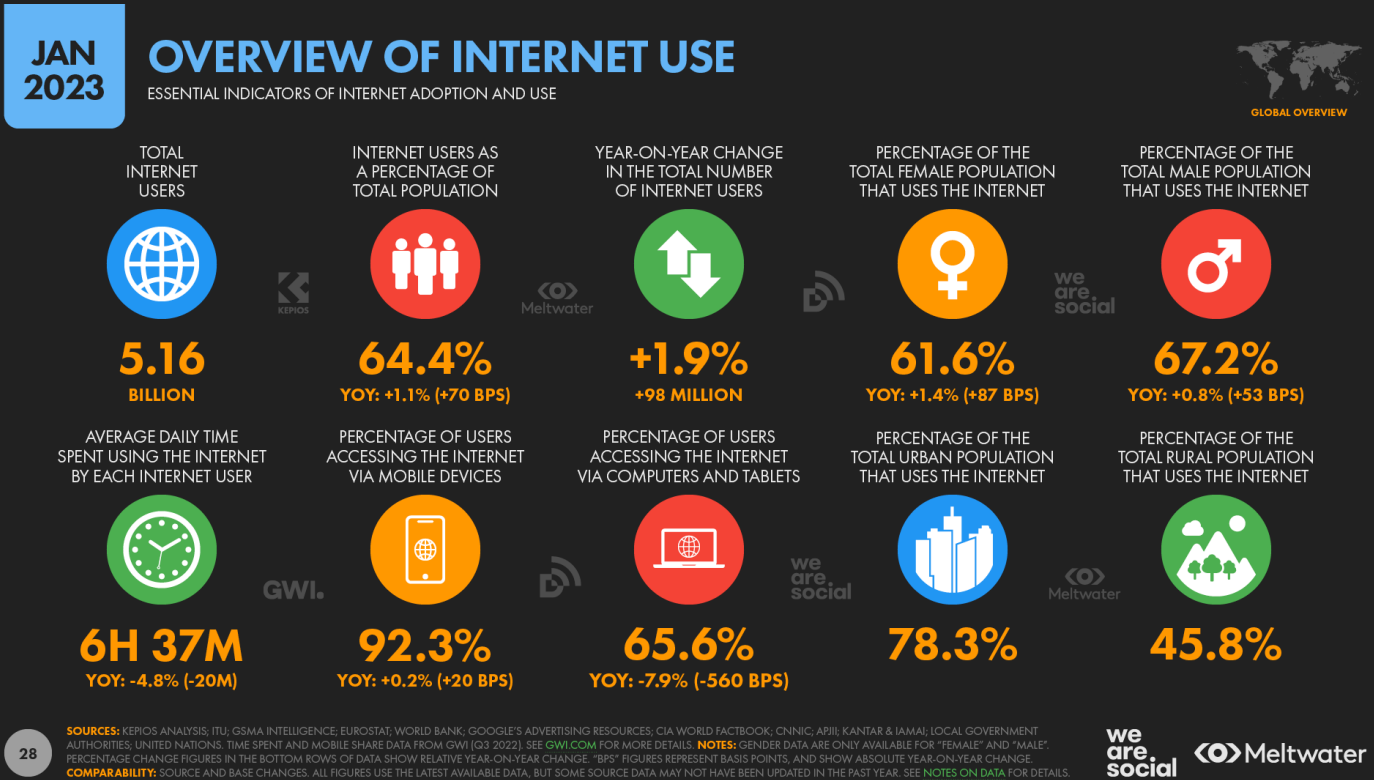
Prune regularly - Stay on message

70% of your social content should be helpful, useful, and/or entertaining to your audience. 20% is about how your product or service adds value to your audience. 10% is direct sales. Stay active but do not rush. You are nurturing a relationship with each member of your audience through each post, share, like, and comment. Growth takes time.

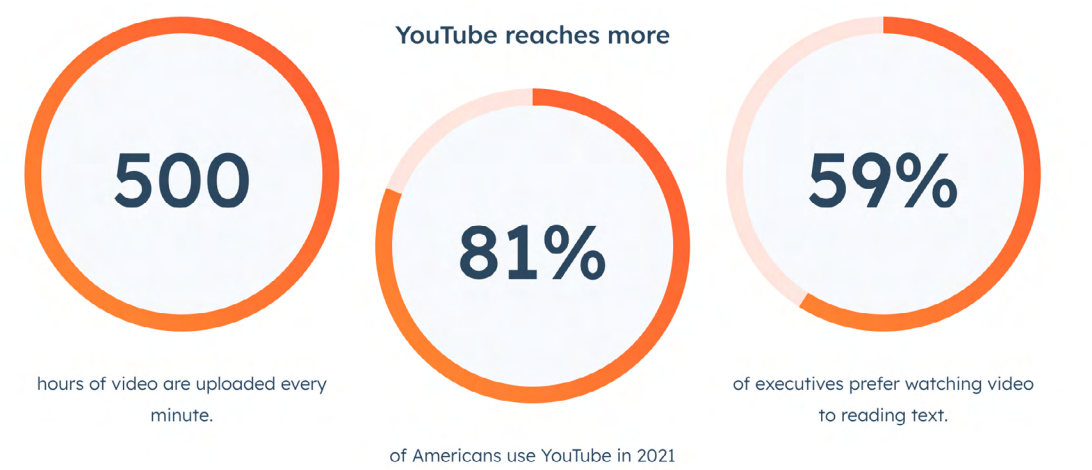
Look for nutrient rich soil - Go where YOUR people are



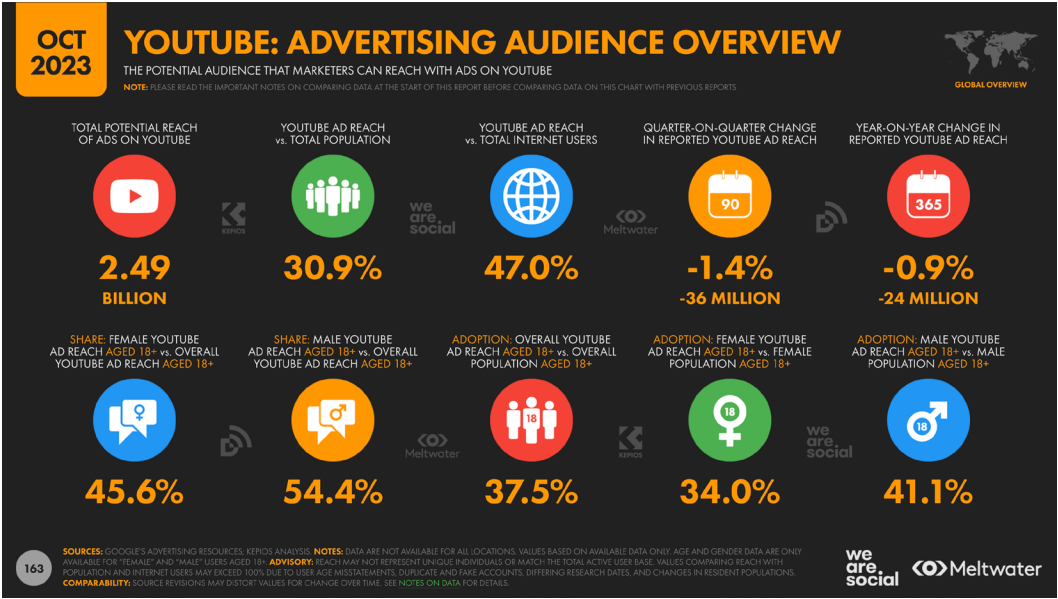
Overview of Internet Use



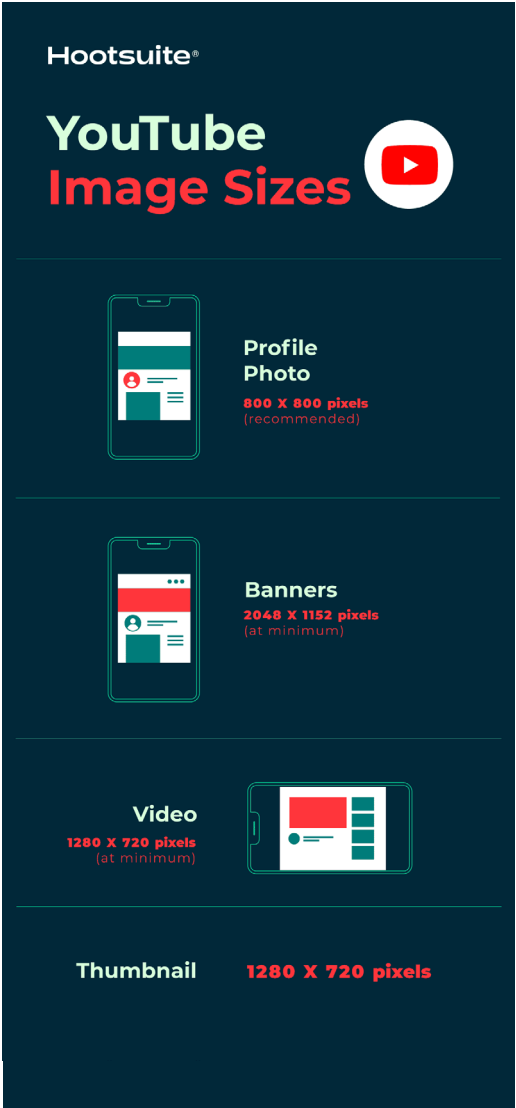
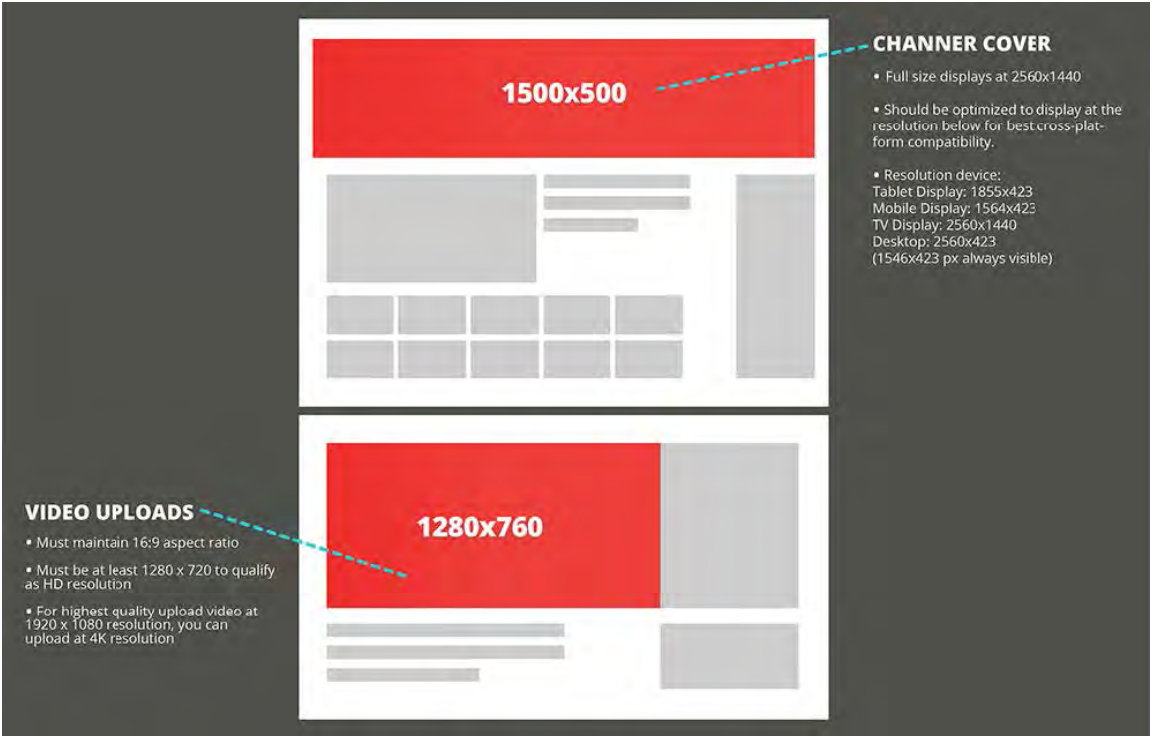
YOUTUBE



YouTube – [2,700,000,000 people use YouTube](#). Meaning 1 in 4 people in the world could potentially have access to your brand. Looking for a controlled audience? YouTube is it! [500 hours of video are uploaded to YouTube every minute](#). 1 billion hours of video are watched on YouTube every single day. 90% of YouTube videos are views from outside the United States. More than half of YouTube videos are watched from mobile devices.

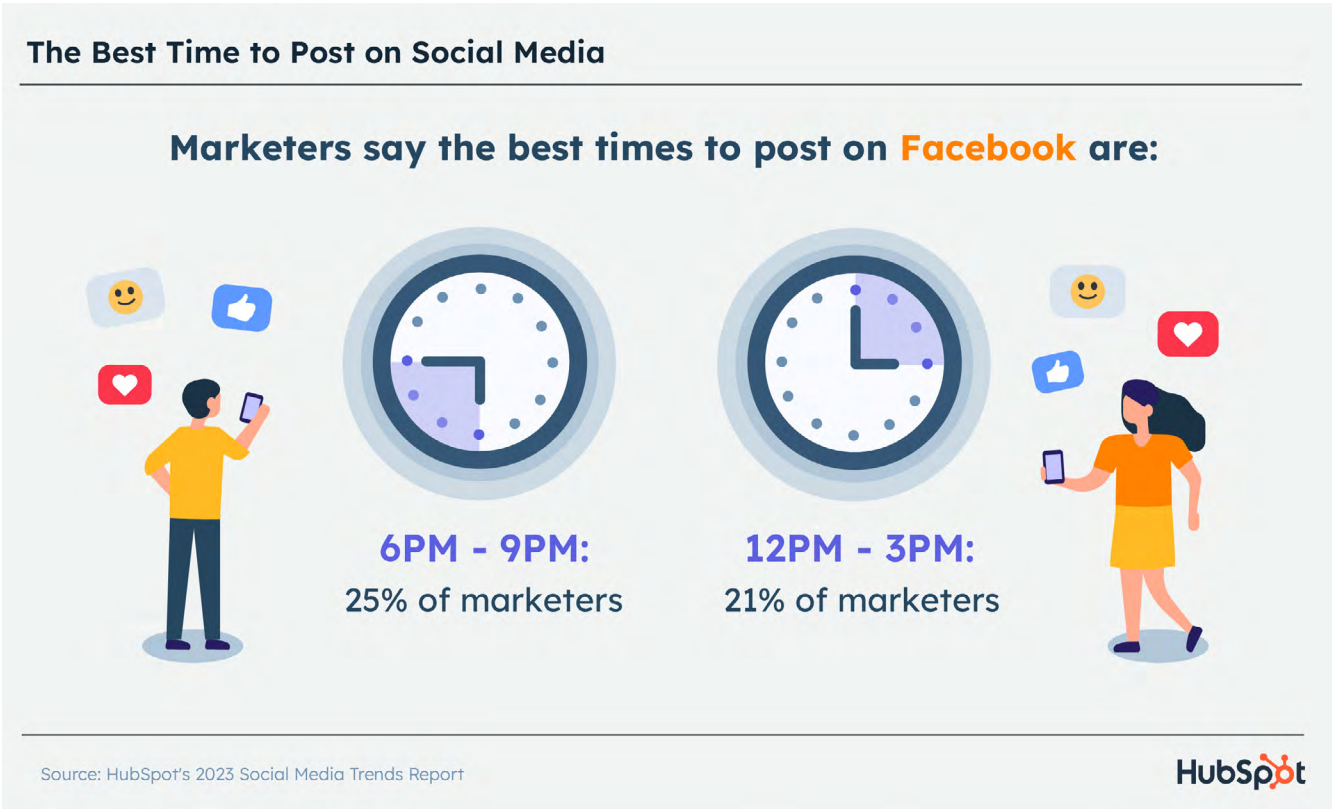


YOUTUBE



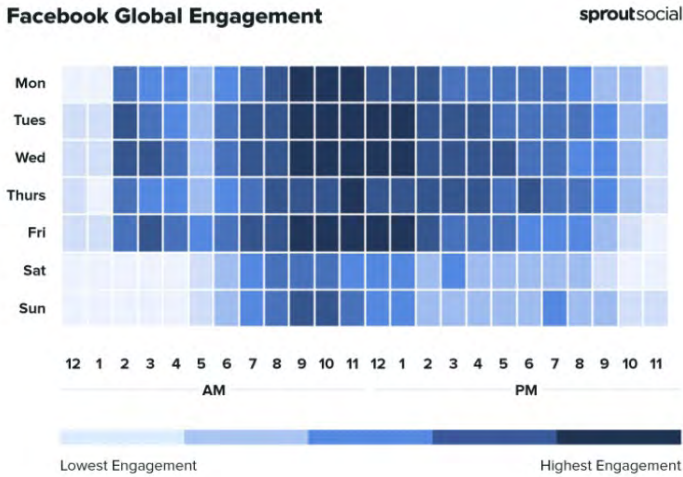
- Video Uploads 1280 x720 min and 3840 x 2160 max
- Channel Cover Photo 2560 x 1440
- Video Thumbnails 1280 x 720
- HD videos are 720p, 1080p, or 1440p
- Aspect Ratio is 16:9 (640 X 480, 1280 X 720, 1920 X 1080)
- YouTube provides a music library through Your Channel > Manage Videos > Audio Library
- YouTube is capable of hosting LIVE streaming
- YouTube videos can be downloaded
- Google owns YouTube
- Monetization is available through Ads, Channel memberships, Shopping, Merch shelf, Super Chat, Super Stickers, and Super Thanks, YouTube Premium Revenue
- YouTube has introduced short-form video content known as [YouTube Shorts](#). These videos are up to 60 seconds long and edited within the app or uploaded as pre-recorded content.

META (FORMERLY KNOWN AS FACEBOOK)

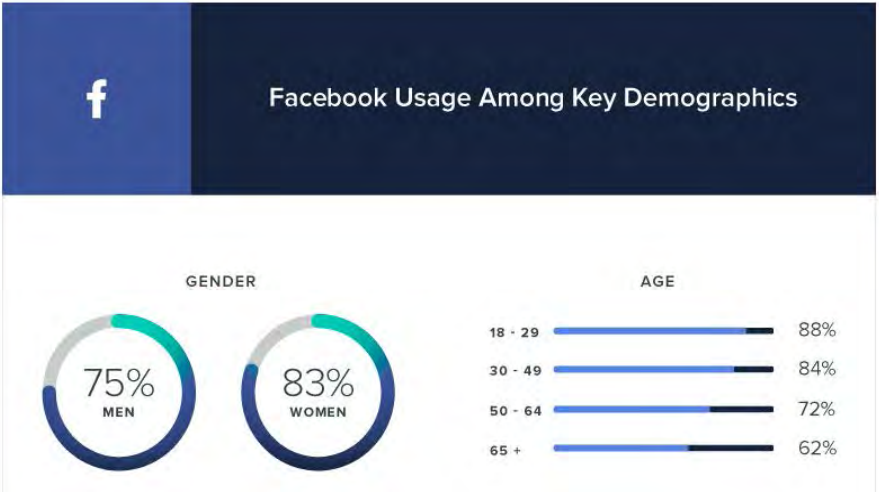


Meta – Formally known as Facebook, worldwide there are over [3.05 billion monthly](#) active Facebook users which is an increase year over year). Facebook is throwing a party, everyone is invited, and sharing cat videos is too good to miss. [86% of internet users](#) with \$100k+ income use Facebook. [98% are mobile active](#) users or known as (MAU).

Make sure your content shares easily with this dominating demographic. [Ages 25-34](#), are the most common age demographics (Source: Sprout Social). Generations Z & Millennials! Key demographics for many businesses looking to tap into the spending power of young adults. Meta users are [44% Female](#) and [56% Male](#).



META (FORMERLY KNOWN AS FACEBOOK)

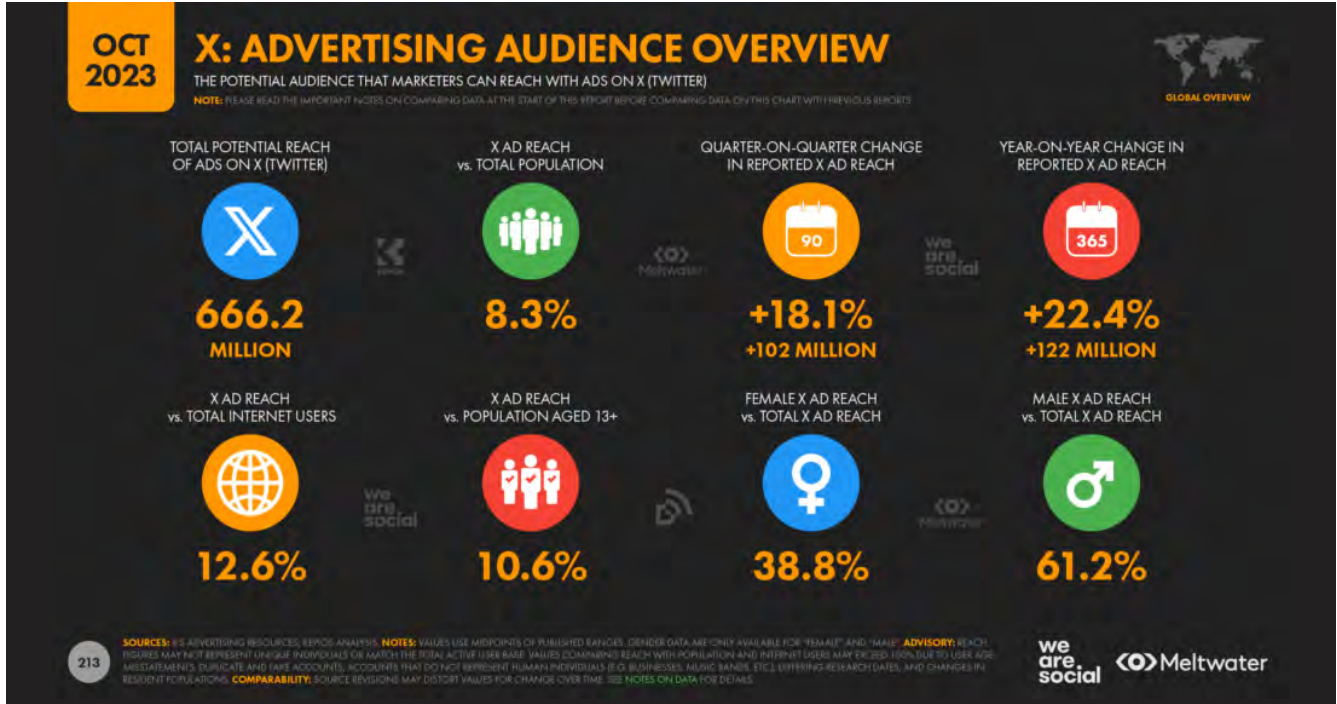


Additional Information:

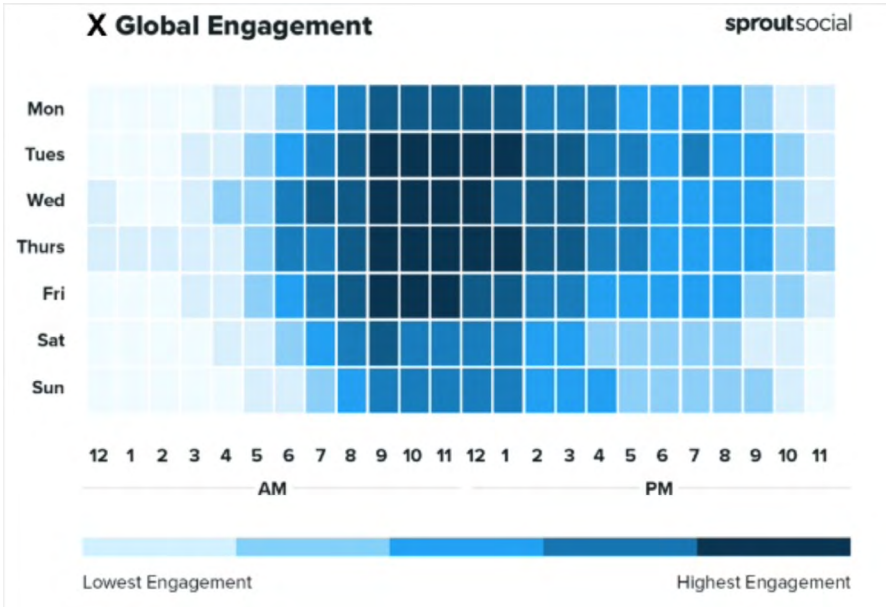
- Paid business ads are available
- Business & personal pages are available
- User analytics are available
- Schedule posts are available
- Detailed privacy settings are available



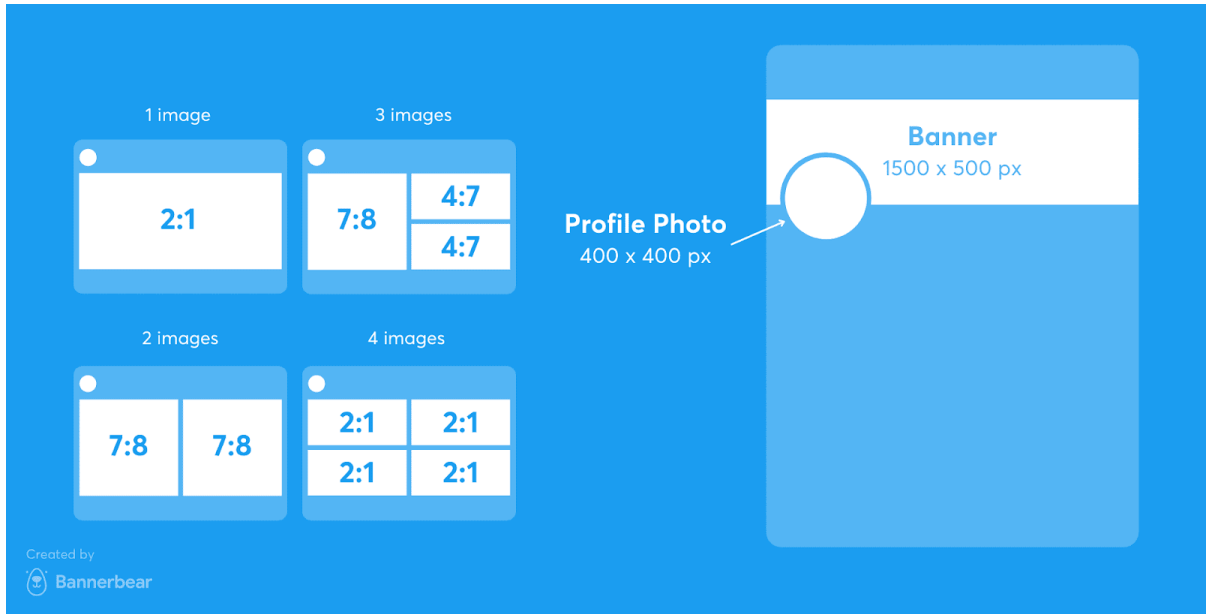
X (FORMERLY KNOWN AS TWITTER)



X –X is the best social platform for **live communication, perfect for real-time event coverage**. Users can use up to 280 characters with each post. On average, each user spends a total of [34.4 minutes on X daily](#). X's largest age group consists of people between [25-34 years old](#). With [33.3% of users female and 66.7% male](#), X users are divided at a 2:1 ratio. There are 245 million daily average monetizable users and [500 million posts](#) are sent out daily. When getting ready to post, keep in mind timing and think visually. According to sprout social, the more visible your post is, the more likely it is to engage your audience. Studies show that if your posts include a GIF, those posts get [55% more engagement](#) than those without. According to [Omnicores](#), 21% of U.S. adults use Twitter.

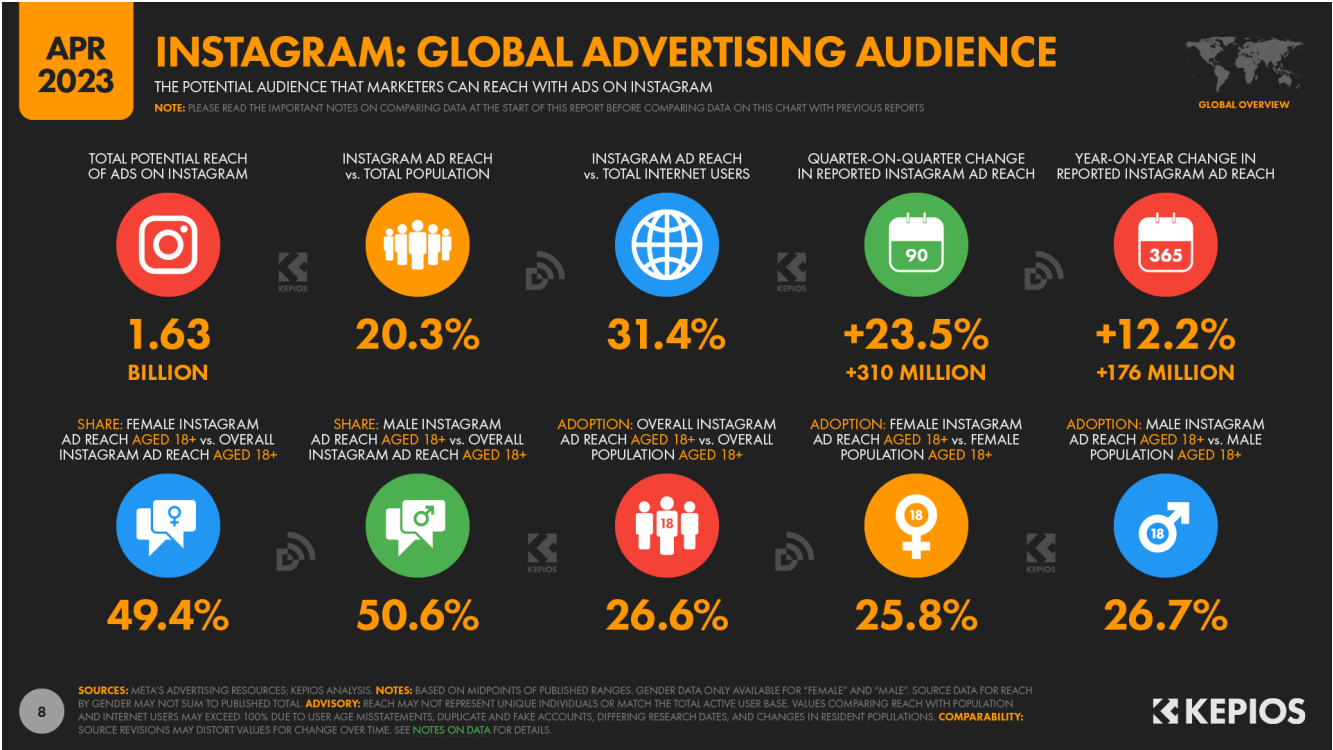


X



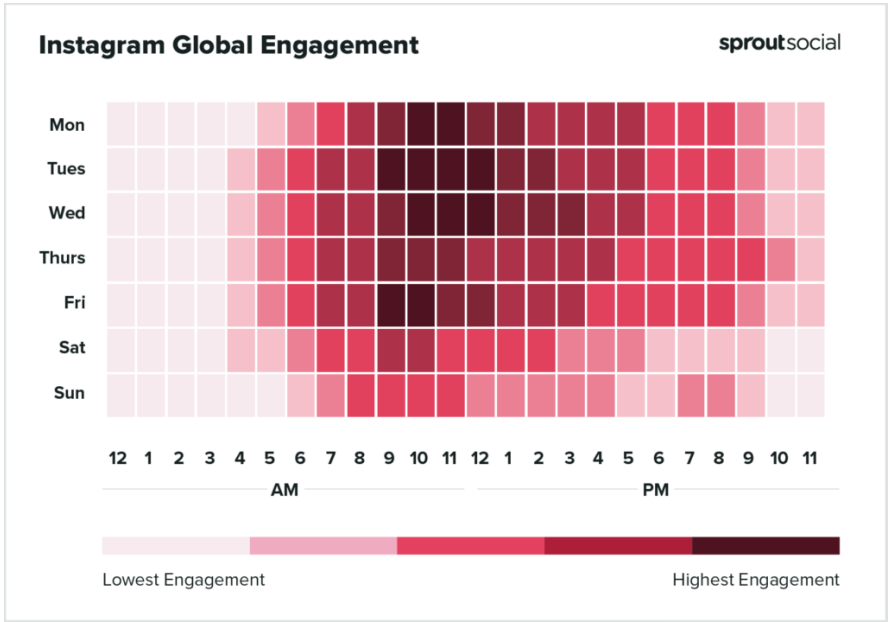
- Additional Information:
- 3rd Party Images are shared as links not automatically viewable
 - Limit 280 characters (Note: each link used reduces character count by 23 characters, electing 257 characters for the Twitter copy.)
 - [Geo location](#) Targeting is available. Advertisers can target their campaigns to specific geographies: countries, regions, metros, cities, or postal codes.
 - Paid business ads are available
 - Manage multiple accounts via mobile app
 - Public or private accounts
 - Videos populate when uploaded directly
 - Images populated when uploaded directly
 - 3rd party content populates as a hyperlink
 - [Live streaming is available](#)
 - Interested in more information on ads? [Click here](#)

INSTAGRAM

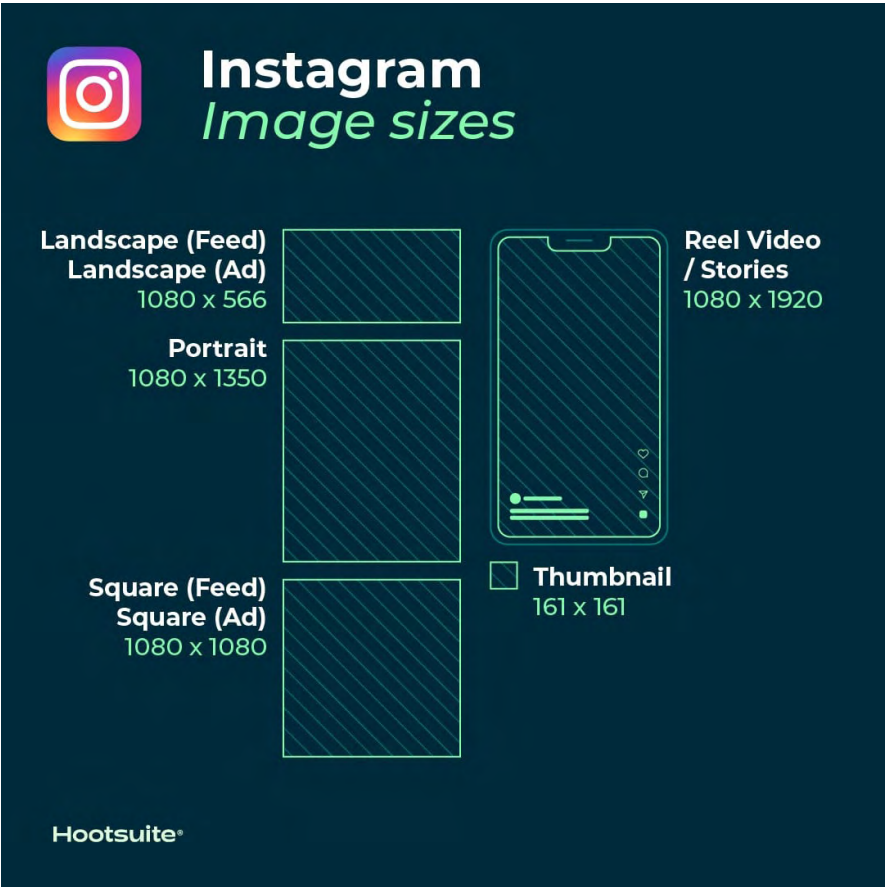


Instagram – Instagram will celebrate its 14th birthday in 2024, and it’s the 6th most visited site on the web and 4th most used social platform. According to Sprout Social, [29% of marketers](#) plan to invest more in Instagram than any other platform in 2024. Sales. Customer service. Community-building. The list goes on and on when it comes to activities and opportunities to engage customers.

Around [130 million](#) Instagram accounts tap on a shopping post to learn more about products every month. About 30.3% of the Global Instagram Population are [25-34 years old](#), though their biggest age group is [18-24 years](#) old at about 30.8%.

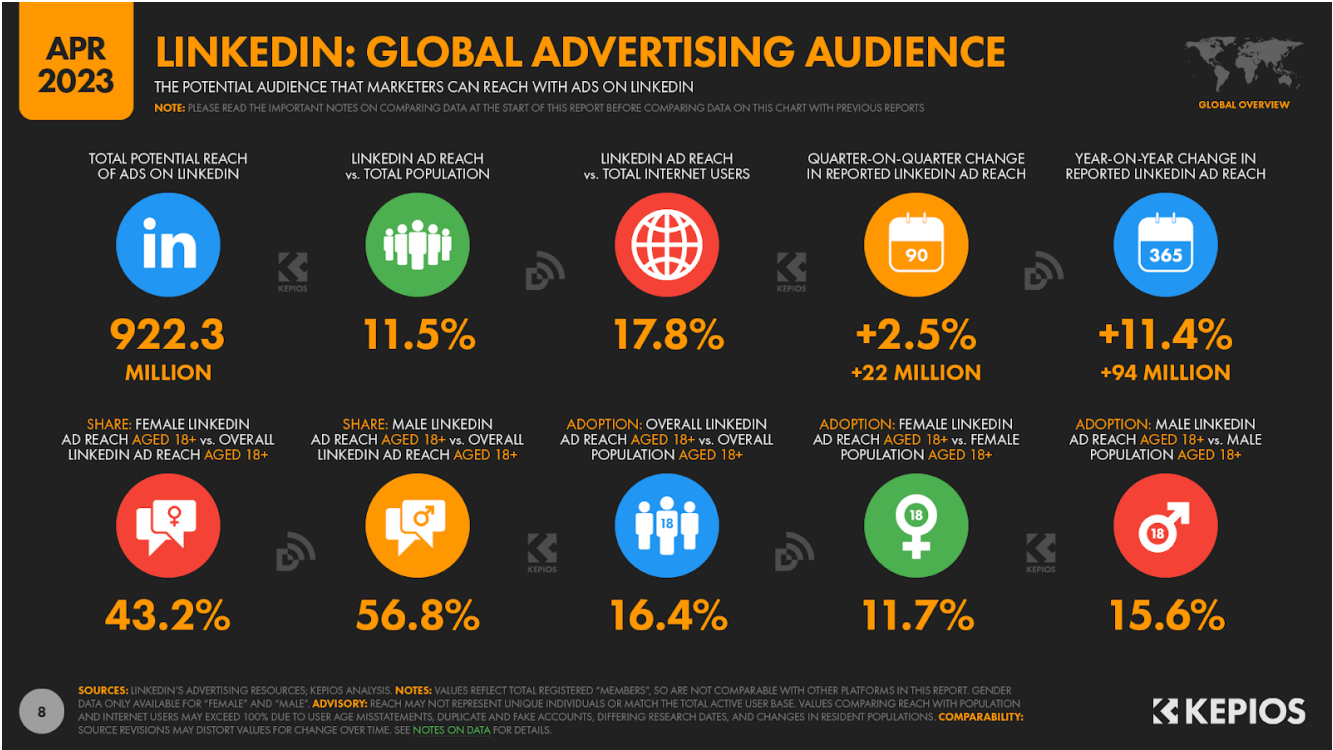


INSTAGRAM



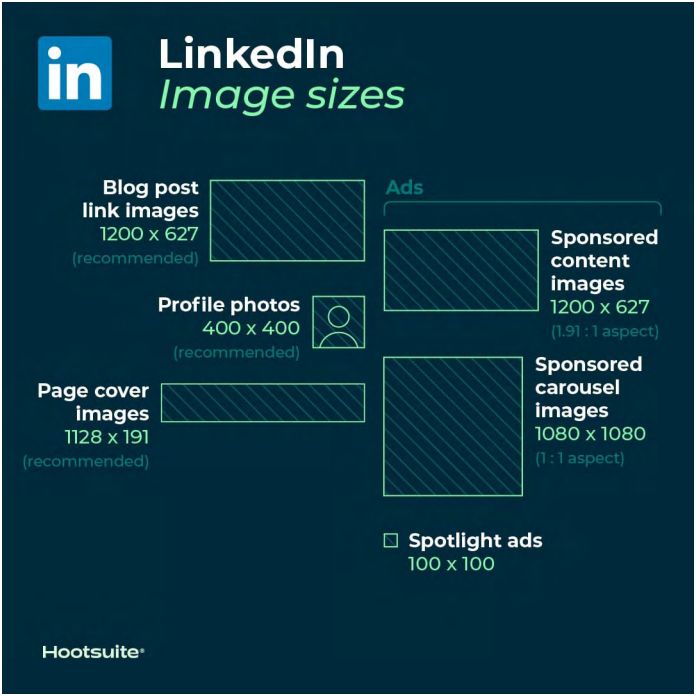
- Additional Information:
- Maximum Instagram video length: 90 seconds
 - Upload hi-res images for the best user experience
 - Limited to (30) hashtags per post; use SEO keywords from copy
 - Reels recommended 30 seconds or less
 - Limited to (10) photos or videos uploaded per single post
 - Highlights section to save Instagram Stories for longer than 24 hours

LINKEDIN

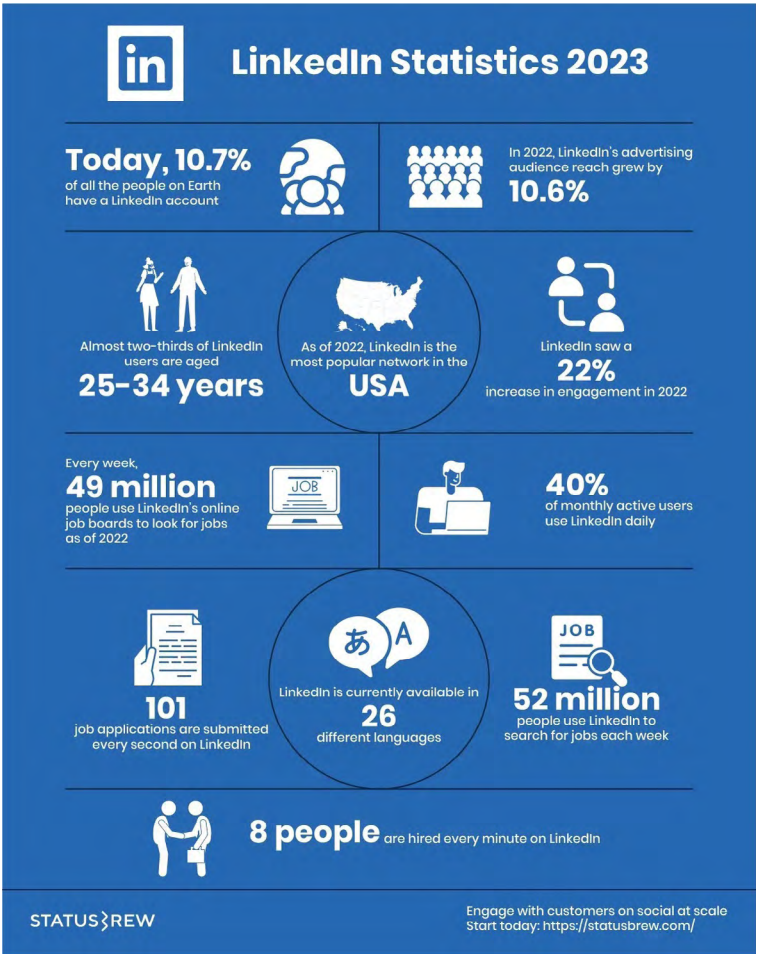


LinkedIn – The world’s largest professional network on the internet with [1 billion members in over 200 countries](#). Over **65% or \$558M of LinkedIn’s revenue comes from talent solutions for businesses**. Business-to-business marketing does well in LinkedIn’s niche environment. The company mastered professional social networking. Founded in 2003, the LinkedIn platform is available in [26 languages](#) and more than [58 million](#) companies have a page on LinkedIn.

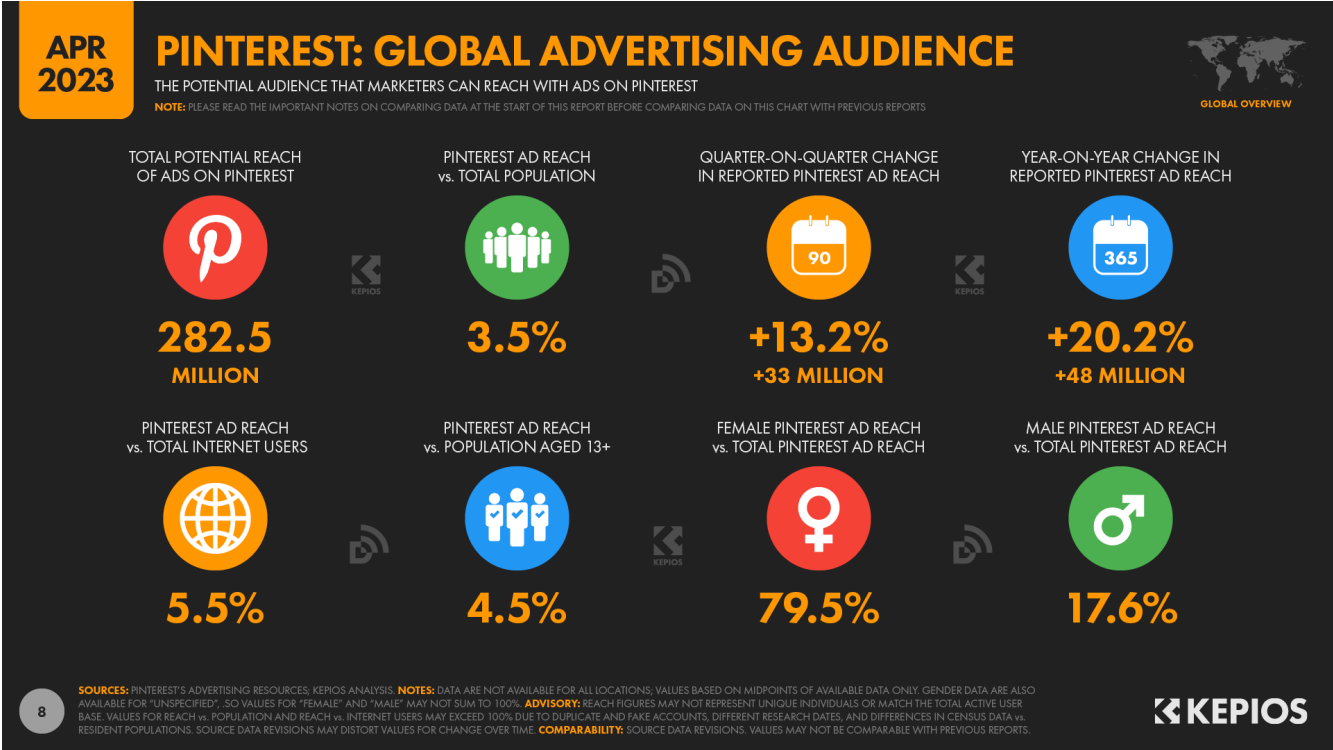
LINKEDIN



- Background Image 1584 x 396 px
- Profile Image 400 x 400 px
- Standard Logo 300 x 300 px
- Career Cover Photo 1584 x 768 px
- Post Image 1200 x 1200 px
- Square Logo 130 x 130 px
- LinkedIn video size: 256 x 144 (minimum) to 4096 x 2304 (maximum)
- Max video time (10) minutes

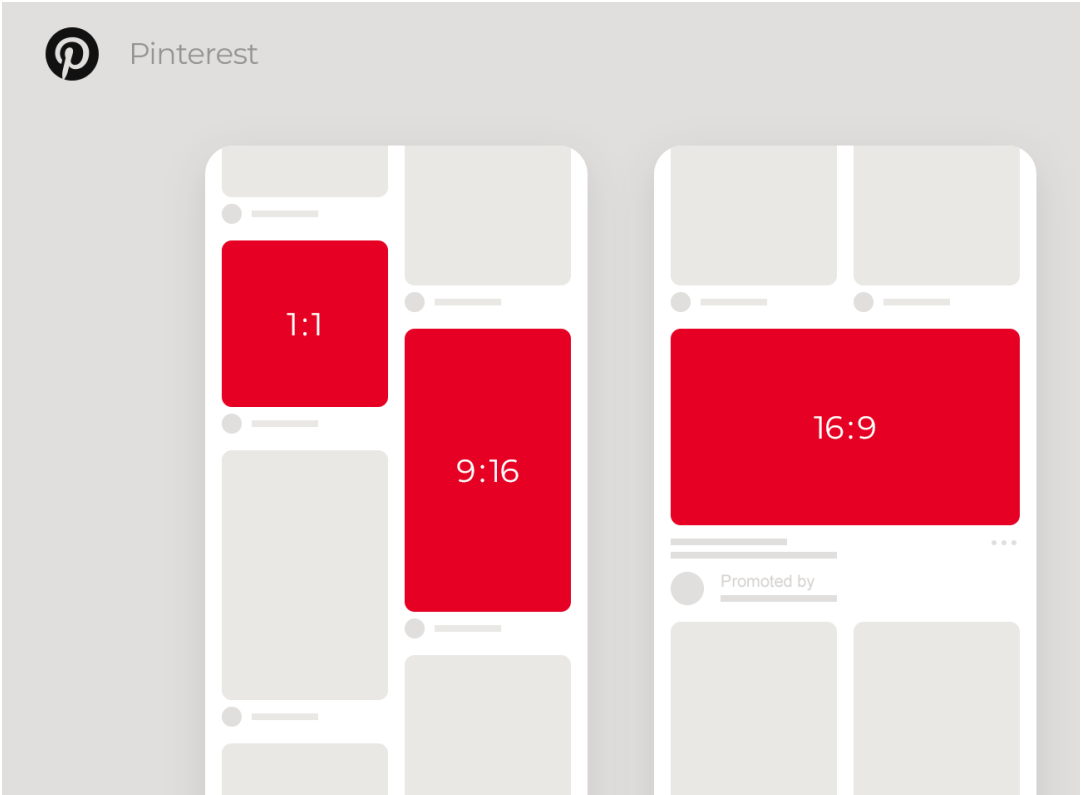
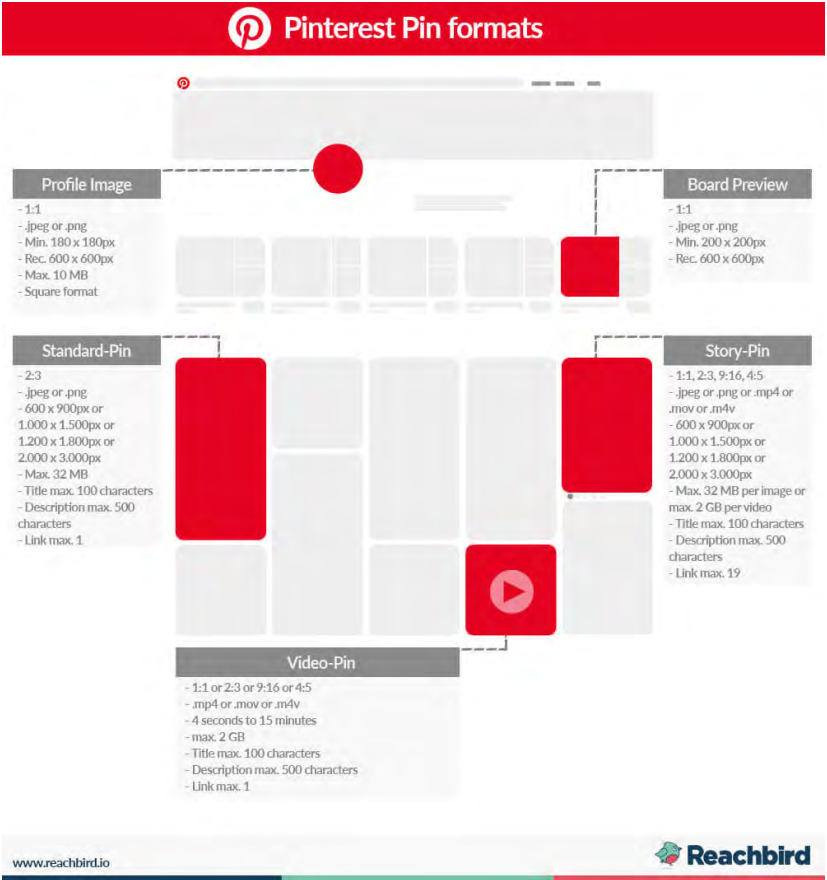


PINTEREST



Pinterest – Image bookmarking in its finest electronic form: Pinterest. Pinterest has a total of [450 million active monthly users](#), and many would agree that it is the best platform for event planning, wedding dream boards, and beauty inspiration. [More than half of the users live outside of the U.S.](#) Pinterest’s audience is [76.2% female](#). Pinterest’s net worth is over [\\$24 billion](#). Pinterest can be used to boost sales, seeing that 85% of users have bought something based on pins they see from brands. Not to mention that [80% of moms](#) who are on the internet have an active presence on Pinterest and are looking for new ideas and products.

PINTEREST



TIKTOK



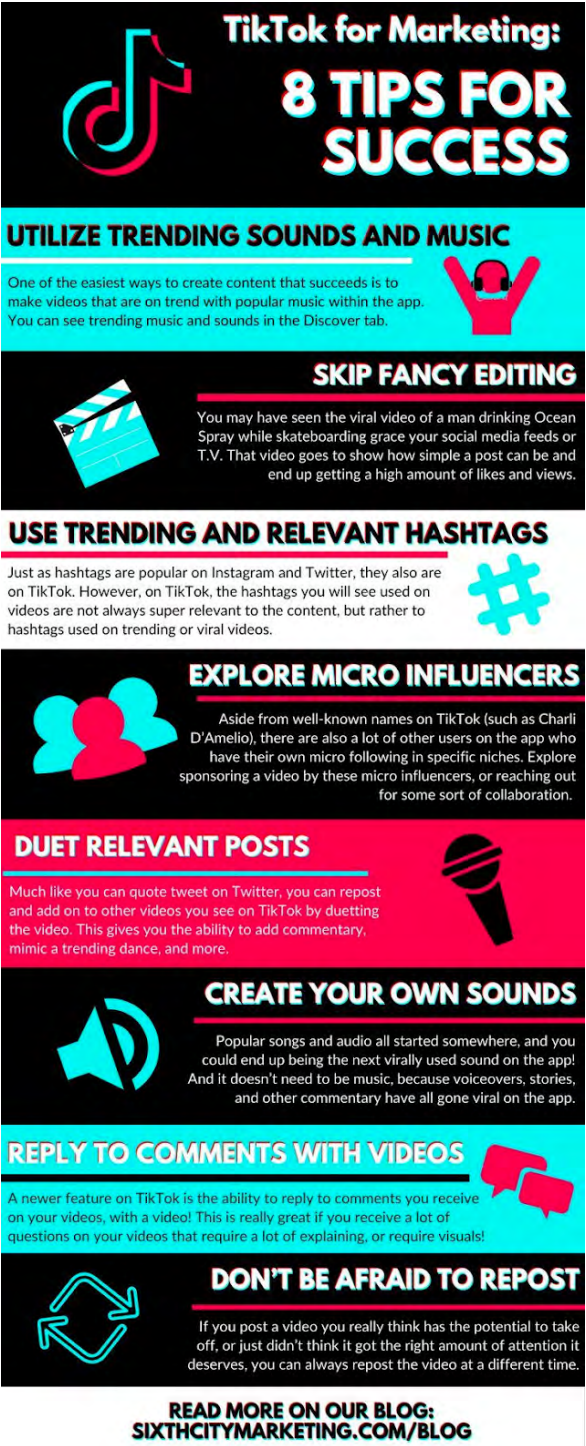
TikTok: According to Hootsuite 2024 Social Trends report, the use of TikTok for business and advertising purposes has grown by 16% from 2022 to 2023. A [2022 survey](#) reports that 78% of small business owners have received positive ROI from TikTok marketing. Additionally, 56% of marketers report that they would [increase](#) their investment in TikTok ads over other platforms. It is to be expected that TikTok marketing will continue to be a solid investment in 2024.

When it comes to using this trendy app, it is important to know who you are broadcasting to. TikTok is most popular with [younger generations](#), with those aging from 18 to 24 accounting for 36.2% of users. The US and Indonesia are the top two countries that actively use the app.

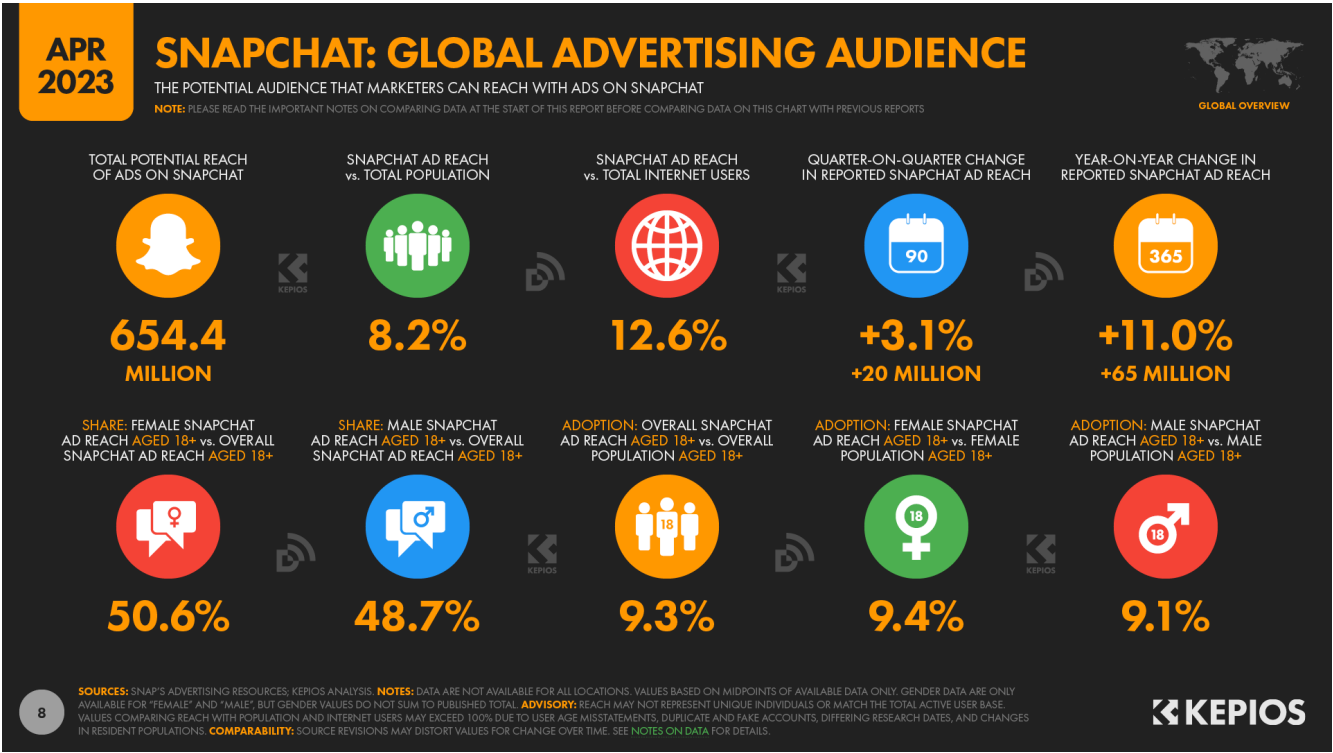
- Option of uploading longer videos
- 15-second stories
- Ability to follow other users
- Co-create content by utilizing the “duet” feature
- Add filters, transitions and effects to make your video stand out
- Live stream with your followers

- Video dimensions 1080 x 1920 px
- Profile photo 200 x 200 px
- Cover photo 900 x 300 px

TIKTOK

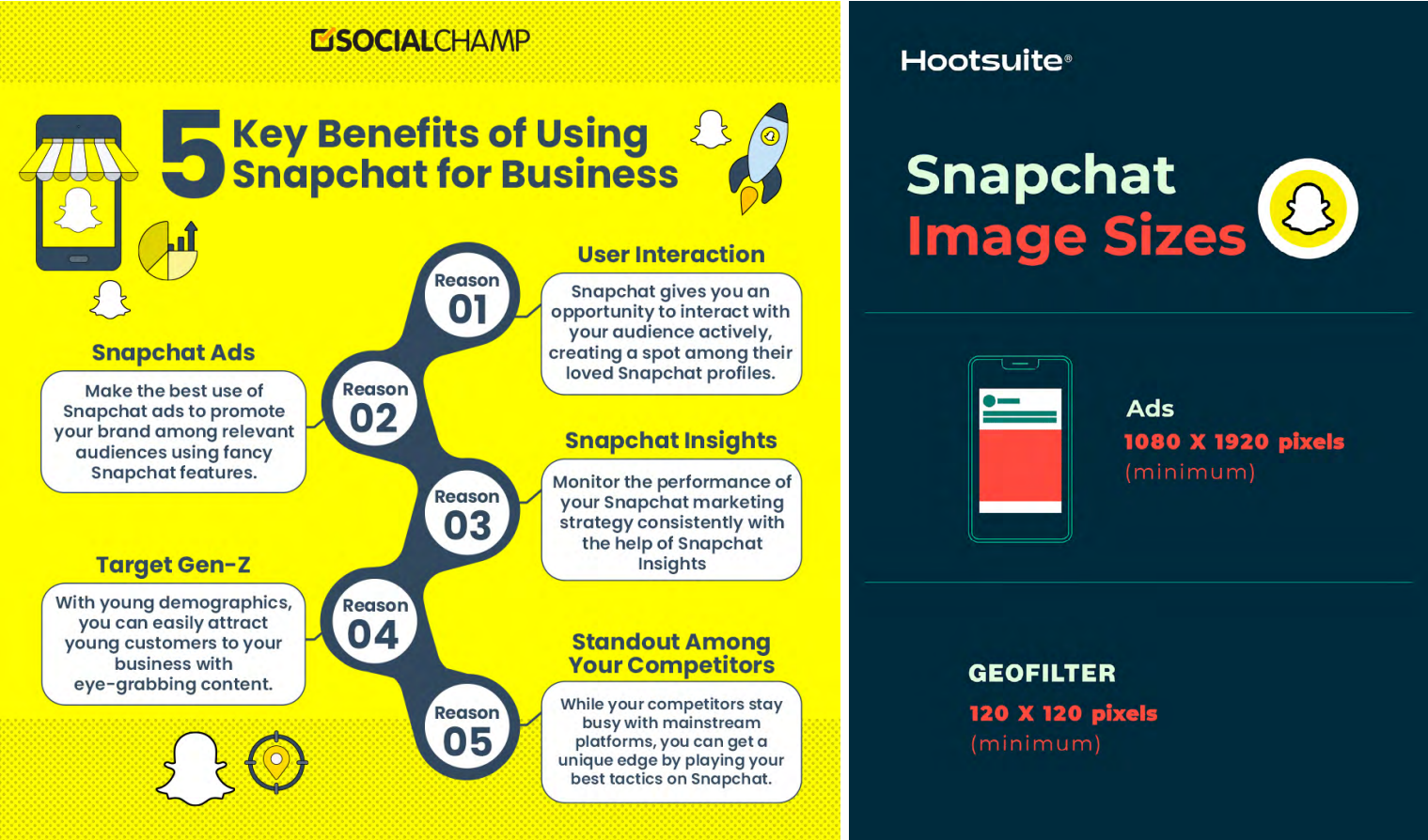


SNAPCHAT



Snapchat - A messaging app that allows users to exchange videos and pictures, known as “snaps.” These videos and pictures disappear after being viewed. Known for its facial recognition filters and auto delete video feature, Snapchat is appealing to young people. On average, [306 million](#) people use Snapchat every day and spend typically over [30 minutes](#) on Snapchat every day. [Local businesses](#) can promote and encourage Snapchatters to visit your storefront, restaurant, or cafe by using the Ads Manager tool.

SNAPCHAT



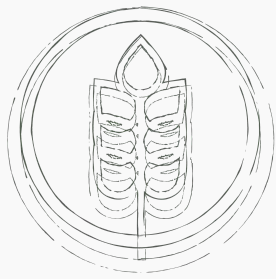
- Geo Filters are paid/unpaid advertising opportunities available by approval from Snapchat
- Ads 1080x1920
- Geofilter 120x120
- [SnapChat Submission Guidelines](#)
- Snaps post for 24 hours
- Users may download snaps
- Users can chat directly with one or more users
- Users can send video messages through Snapchat
- Users can share snap(s) with all of their friends by posting to “Your Story”
- Users may upload images and videos to Snapchat from their device using a 3rd party app



FLOURISH MEDIA

GOVERNMENT CONTRACT GUIDE





WHO QUALIFIES?

Anyone with a DUNS number. Your small business must meet some basic requirements before you can compete for government contracts:

- Get proper registration and ID numbers
- Meet size standards
- Register with SAM
- Maintain compliance

TIMING

You can't find this anywhere online, so we are telling you now.

Timing matters.

The Government operates on a fiscal calendar that ends in October. That means for “set asides” businesses that qualify are most likely to win the bid from November-March. This also means that if you're looking to close Government contracts between August-October then you are bidding for leftover funds.

BONUS TIP!

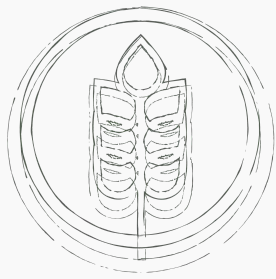
If you are looking for funding for your business to meet the requirements of a Government contract, fundraising season is from February-May and September-October.

PLAN ACCORDINGLY!

SAMPLE OF RFP

See sample [HERE](#)

(More on HOW to write an RFP - Click [here](#))



SET ASIDE

Legal Definition of **SET ASIDE**

To disagree with and overturn (a decision or act of a lower tribunal) upon review: overrule, vacate set aside the decree. 2: to deprive of legal effect or force: annul, void may set aside the contract.

SET-ASIDE CONTRACTS FOR SMALL BUSINESSES:

To help provide a level playing field for small businesses, the government limits competition for certain contracts to small businesses. Those contracts are called “small business set-asides,” and they help small businesses compete for and win federal contracts.

There are two kinds of set-aside contracts: competitive set-asides and sole-source set-asides.

COMPETITIVE SET-ASIDE CONTRACTS:

When at least two small businesses could perform the work or provide the products being purchased, the government sets aside the contract exclusively for small businesses. With few exceptions, this happens automatically for all government contracts under \$150,000.

Some set-asides are open to any small business, but some are open only to small businesses who participate in SBA contracting assistance programs.

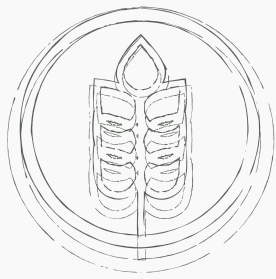
SOLE-SOURCE SET-ASIDE CONTRACTS:

Most contracts are competitive, but sometimes there are exceptions to this rule. Sole-source contracts are a kind of contract that can be issued without a competitive bidding process. This usually happens in situations where only a single business can fulfill the requirements of a contract.

To be considered for a sole-source contract, register your business with the System for Award Management (SAM) and participate in any contracting program you may qualify for.

In some cases, sole-source contracts must be published publicly and will be marked with intent to sole source. Potential vendors can still view and bid on these contracts. Once the bidding process begins, the intent to sole-source may be withdrawn.

(Read more details [HERE](#))



"MINORITY"

What is an MBE? **Minority** group members are United States citizens who are Asian, Black, Hispanic, and Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals i.e. the management and daily operations are controlled by those minority group members.

Definition: For purposes of NMSDC's program, a minority group member is an individual who is a U.S. citizen with at least one quarter of the following:

ASIAN-INDIAN

A U.S. citizen whose origins are from India, Pakistan and Bangladesh.

ASIAN-PACIFIC

A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

BLACK

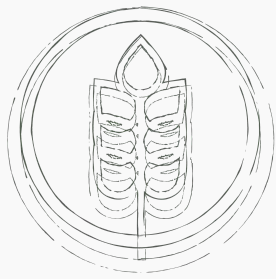
A U.S. citizen who is of African descent.

HISPANIC

A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America and the Caribbean Basin only. Brazilians (Afro-Brazilian, indigenous/Indian only) shall be listed under Hispanic designation for review and certification purposes.

NATIVE AMERICAN

A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number).



"MINORITY"

...CONTINUED

Minority Business Executives (MBEs) have access to numerous benefits and services – including educational programs plus a wide range of networking opportunities. This section briefly outlines some of those benefits. For more information, we encourage you to contact the [regional affiliate](#) nearest to your company headquarters.

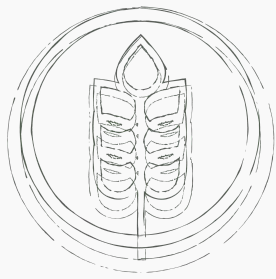
The National Minority Supplier Development Council's Certification Policy and Procedures are firmly adhered to by its 23 regional affiliate councils (or RMSDCs) for the certification of minority-owned, operated and controlled businesses (MBEs). Standardized Procedures assure consistent and identical review and certification of MBEs throughout the NMSDC Network. The NMSDC is the only national organization providing certification throughout the U.S. where MBEs are genuinely minority-owned and operated, and ready to do business.

- Access — Means MBEs doing business with MBEs and forming joint ventures for success.
- Business Opportunity Fairs — Allow minority entrepreneurs to present themselves to hundreds of prospective buyers in a single setting.
- Customized executive education — Concentrates training and technical assistance into leadership tools for CEOs of minority-owned firms.
- Networking opportunities — Provide expansion of relationship-building opportunities with corporate buyers.

And a variety of other formal and informal activities to foster the development of long-term, mutually beneficial business relations – bringing corporate purchasing people together with representatives of minority businesses.

And a variety of other formal and informal activities to foster the development of long-term, mutually beneficial business relations – bringing corporate purchasing people together with representatives of minority businesses.

(For more details on MBE Certification and ownership click [HERE](#))



HUBZONE

The HUBZone program fuels small business growth in historically underutilized business zones with a goal of awarding at least three percent of federal contract dollars to HUBZone-certified companies each year.

PROGRAM BENEFITS:

The government limits competition for certain contracts to businesses in historically underutilized business zones. It also gives preferential consideration to those businesses in full and open competition.

Joining the HUBZone program makes your business eligible to compete for the program's set-aside contracts. HUBZone-certified businesses also get a 10 percent price evaluation preference in full and open contract competitions. HUBZone-certified businesses can still compete for contract awards under other socio-economic programs they qualify for.

HUBZONE PROGRAM QUALIFICATIONS:

To qualify for the HUBZone program, your business must:

- Be a small business
- Be at least 51 percent owned and controlled by U.S. citizens, a Community Development Corporation, an agricultural cooperative, a Native Hawaiian organization, or an Indian tribe
- Have its principal office located in a HUBZone
- Have at least 35 percent of its employees live in a HUBZone

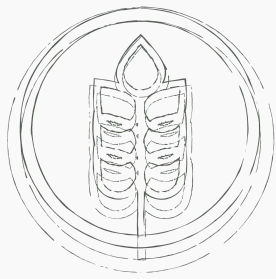
You can find the full qualification criteria in Title 13 Part 126 Subpart B of the Code of Federal Regulations (CFR). You can also get a preliminary assessment of whether you qualify at the SBA's Certify website.

HUBZONE PROGRAM QUALIFICATIONS:

You'll need to re-certify for the HUBZone program once a year. There is no limit to the length of time a business can participate as long as it continues to qualify. A program examination will be required every three years.

HUBZone businesses must notify the SBA if their business is involved in a merger or acquisition or if while performing on a HUBZone contract drops below 20% HUBZone residency.

The SBA may visit HUBZone businesses unannounced and conduct program examinations to verify the accuracy of any certification made or information provided as part of the HUBZone application or recertification process.



SUBCONTRACTING VS. PRIME

PRIME CONTRACTING:

Prime contractors work directly with the government. They manage any subcontractors and are responsible for ensuring that the work is completed as defined in the contract.

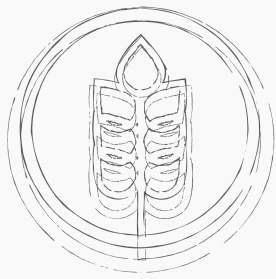
To become a prime contractor, you must first register your business with the [System for Award Management](#) (SAM). You can search for federal contracting opportunities through [FedBizOpps](#), and [GSA Schedules](#). You can post your subcontracting opportunities to the Subcontracting Network database. Furthermore, you can find historical award information with the [Federal Procurement Database Systems – Next Generation](#).

SUBCONTRACTING WITH SMALL BUSINESSES:

Unlike prime contractors, subcontractors do not work directly with the government but instead work for other contractors. Some government contracts require large companies to subcontract with a small business. This creates more opportunities for small businesses to get involved in federal contracting.

Subcontracting opportunities are posted in the following directories:

- Subcontracting Network database - Click [HERE](#)
- General Services Administration's Subcontracting Directory for Small Businesses - Click [HERE](#)
- Department of Defense Subcontracting Opportunity Directory - Click [HERE](#)
- SBA's Directory of Federal Government Prime Contractors with a Subcontracting Plan - Click [HERE](#)



CERTIFICATION

ORGANIZATIONS TO GET CERTIFIED:

8(A) BUSINESS DEVELOPMENT

The federal government's goal is to award at least five percent of all federal contracting dollars to small disadvantaged businesses each year.

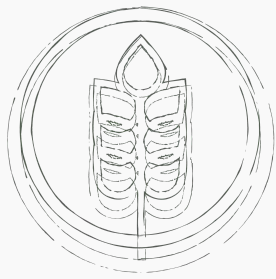
HUBZONE PROGRAM

Get certified as a HUBZone business | Before you can participate in the HUBZone program, you must be certified by the SBA. Take these steps to get HUBZone certified.

1. Make sure you have a SAM.gov account.
2. Make sure you have a General Login System account.
3. Apply for HUBZone certification using the General Login System. Log in, select "Access" and then "HUBZone" before completing the prompts.
4. Check your email for time-sensitive instructions to electronically verify your application within 10 business days.
5. Submit all requested supporting documentation within 10 business days; your submission cannot be assigned for eligibility review until all required documents are submitted.
6. Update your SAM.gov profile to indicate you are a HUBZone business after you get an email confirmation from the SBA.

Read the instructions from the General Login System carefully to make sure you provide all the necessary information. You will be required to submit different supporting documentation based on your ownership structure:

- Corporations must be prepared to submit documents described in the [Corporation Document Request](#).
- Sole Proprietors must be prepared to submit documents described in the [Sole Proprietor Document Request](#).
- Partnerships must be prepared to submit documents described in the [Partnership Document Request](#).
- LLCs must be prepared to submit documents described in the [LLC Document Request](#).



CERTIFICATION

...CONTINUED

WOMEN-OWNED SMALL BUSINESS

To qualify as a women-owned small business or WOSB, your business must meet the following requirements:

- Your company must qualify as a small business based on SBA small business size standards. The standards are usually stated in terms of employee size and/or annual revenue, and vary depending on your industry code.
- Your company must be 51 percent owned by women who are U.S. citizens.
- Women must manage the operations on a daily basis.
- Women must make long-term decisions for the company.
- A woman who works full-time for the company during normal work hours must hold the highest officer position in the company.
- There are no rules governing time in business.

MINORITY BUSINESSES

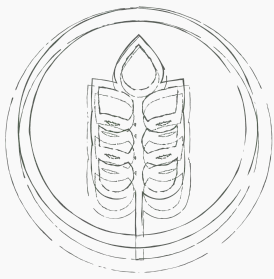
Criteria for Certification:

- United States citizens.
- Minority businesses must be at least 51% minority-owned operated and controlled. For the purposes of NMSDC's program, a minority group member is an individual who is at least 25% Asian, Black, Hispanic or Native American. Minority eligibility is established via a combination of screenings, interviews and site visits. Ownership, in the case of a publicly-owned business, means that at least 51% of the stock is owned by one or more minority group members.
- Must be a profit enterprise and physically located in the U. S. or its trust territories.
- Management and daily operations must be exercised by the minority ownership member(s).

NAICS CODES

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(For more details on MBE Certification and ownership click [HERE](#))



FUNDING YOUR DEAL

You have options to fund your business in order to meet the requirements in your Government contract. Click [HERE](#) for pitch competitions.

You can self-fund your business, pursue loans from banks, split the costs with partner companies, or you can pursue angel investors in alternative funding sources.



Flourish Media Conference is a match-making weekend for women small business owners to connect with funders in-person in Miami, FL. If your business is 51% owned by a woman, then you most likely qualify for this funding.

Government contracts are often for multiple years, which means you have a long term client to sustain your business.

In 2016 Behind The Leaf raised 15 million dollars to invest in businesses owned and operated by women. If you are pursuing Government contracts, then investors find that type of confidence very attractive.

Click [HERE](#) to learn more on how you can participate in the Flourish Media Conference hosted by 501C3 nonprofit Behind The Leaf.



SOLE SOURCE

A sole source is defined as the only supplier that can provide you with the goods or products you need. The sole source has either established a monopoly or is the only provider within a geographic region from which business owners can obtain what they need.

In some instances, the sole source is the choice because it is the only vendor available at a specific time that can handle what a business owner requires, or it is the only vendor that carries that product. For example, a vendor who carries automobile parts that are no longer manufactured is considered a sole source because any company that needs that part must sign a contract with that specific vendor.

\$10,000 AND UNDER

Pro Tip: If you have a product or a service that is under \$10,000 you can skip the entire RFP process. Government organizations are given the approval to pay for your product or service with their departments' credit card.

In some areas due to COVID-19, this threshold has been increased to \$20,000 or more. Reach out to your local offices to build relationships so that your business can take advantage of this loophole.

It is the sole discretion of the departments' employees to award bids using this process.

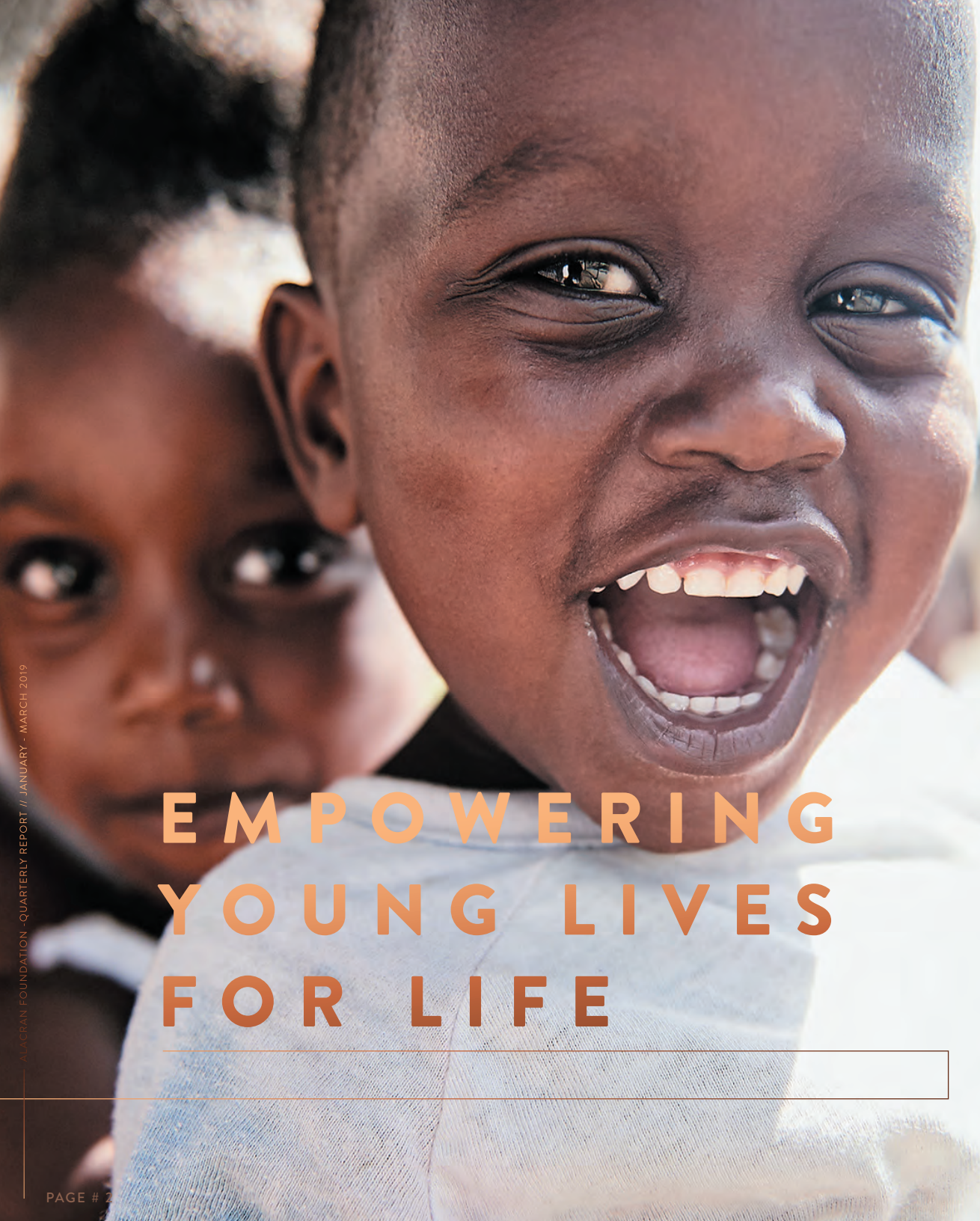
HAPPY RELATIONSHIP BUILDING!



alacran
foundation

QUARTERLY REPORT

(JANUARY - MARCH 2019)



EMPOWERING YOUNG LIVES FOR LIFE

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JANUARY - FEBRUARY

MARCH

2019 PROJECTS

REGGAE GIRLZ

CJFA

FUFC

YOUTH DEVELOPMENT

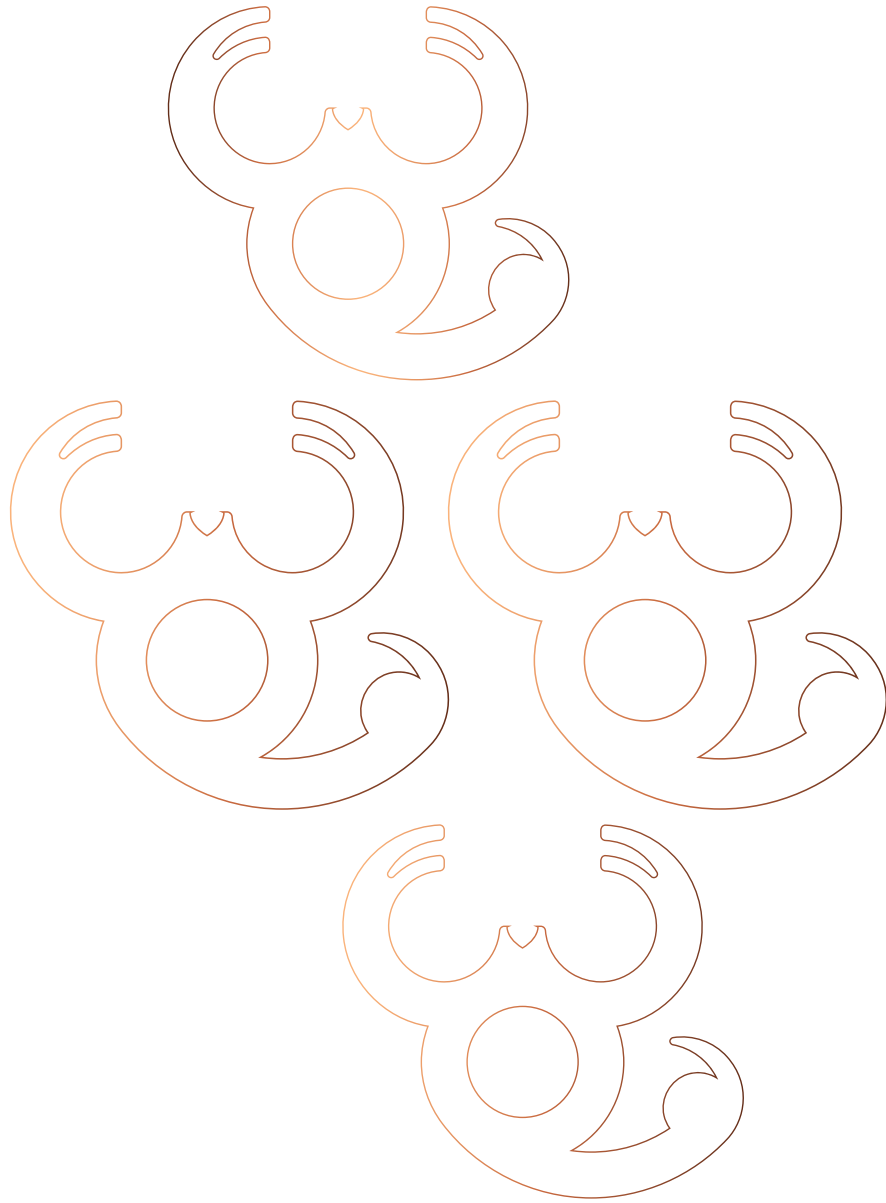
WINNIFRED BEACH

SPONSORSHIP / ACTIVATIONS

FOUNDATION FIRST QUARTER WINS

NEXT STEPS

INDEX



DEVELOPMENT OVERVIEW



MISSION

The Alacran Foundation's global mission is to support access, education, and equity for youth and communities through art, music, and sports.

VISION

To empower the positive transformation and sustainability of the communities and the youth we serve.

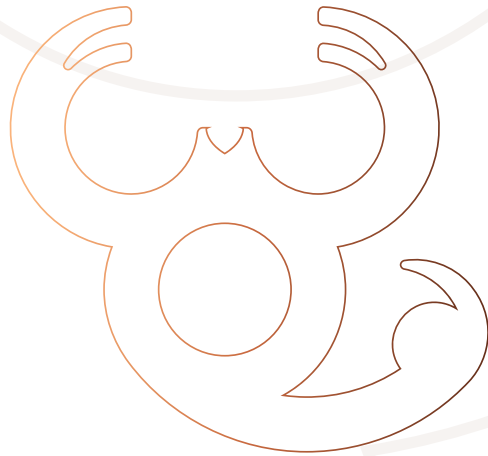
TAGLINE

EMPOWERING YOUNG LIVES FOR LIFE



DESCRIPTION

The **Alacran Foundation** is a philanthropic organization that facilitates international collaborations, provides funding, and invests in art, music, sports and social initiatives that increase education and inclusion for youth and communities.



THE FOUNDATION WORKS WITHIN FOUR KEY PILLARS

- Transformational Engagement
- Youth Development
- Entrepreneurial Development
- Community Development



The **Alacran Foundation** develops and supports existing arts, music, sports, entrepreneurial and environmental programs, and community initiatives based on best practices, as well as eco-friendly and innovative approaches to problem solving and community building. The Alacran Foundation utilizes strategic partnerships with local stakeholders and established organizations to maximize long-term success and collaborations.

PROGRAMS /PROJECTS /INITIATIVES

Alacran Foundation founder **Alessandra Lo Savio** has committed the majority of the **Alacran Foundation's** support for projects, initiatives, and developments in Jamaica.

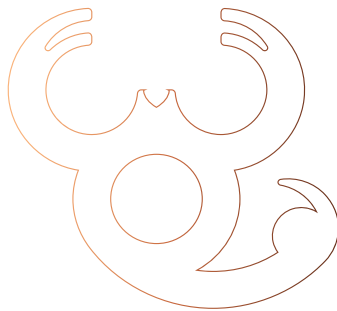
PARTNERS

- Bob Marley Foundation
- Chris Johnson Fighting Alliance (CJAF)
- Falmouth United Football Club
- Jamaica Football Federation (JFF)
- Reggae Girlz Foundation
- Winnifred Beach Benevolent Society



FOUNDATION PROJECTS

- Reggae Girlz, Jamaica's National Senior Women's Football Team
- CJFA Boxing Summer Camp and Coaching Pilot Program
- Winnifred Beach Development Project (Phase I)
- Falmouth United Football Club Development
- Alacran Foundation Annual Christmas Treats
- Art, Music, and Entrepreneurial Partnerships and Workshops (JA, US)



IN DEVELOPMENT

- Alessandra Lo Savio Music Scholarship & Instrument Donation Fund
- Women's and Girl's Football Program Development in Jamaica



ALACRAN FOUNDATION

ORGANIZATIONAL CHART

BOARD OF TRUSTEES

ALESSANDRA LO SAVIO
ASIA LO SAVIO
GIORGIA LO SAVIO

CONSULTING LEADERSHIP

HOPI NOEL MORTON

CONSULTING DIRECTOR OF PROGRAMS

ANDRE O. WILSON

ACCOUNTING / FINANCE

Flourish Media / Ana Santos / Mau Nu'u
UK Group / Sean Bolger / Tom Bailey

ADMINISTRATIVE

Flourish Media Staff
Dr. Tracy Timberlake & Sasha Revulus (lead contacts)
Executive Assistance / Mau Nu'u

LEGAL

UK / Kingsley & Napley LLP
USA / Cintia Calevoso PA Law
JA / Phillipson Partners

MARKETING / COMMUNICATIONS

Marketing Consultant / Sharon Roper
Press Relations Consultant / Geli Campbell
Art-Creative Director / Lead Designer / Piero G. Salardi
Social Media / IT / Mariasol Holguin
Brand Merchandise / Flourish Media

DEVELOPMENT / PARTNERSHIPS

Hopi Noel Morton
Andre O. Wilson
Yvonne O. Lynch
Fundraising (Consultant TBD)

EVALUATION / RESEARCH

Hopi Noel Morton
Andre O. Wilson
Flourish Media Staff

As of March 26, 2019



FISCAL UPDATE

2019 SUMMARY OF FUNDS

FISCAL UPDATE



2019 SUMMARY OF FUNDS

Total Received: **\$914,042**
Total Expended: **\$800,502**
Q1/Q2* Balance: **\$113,539**

*\$149,540 WAS FUNDED ON 3/18/19 TOWARDS 2ND QUARTER

JANUARY 2019 TOTAL MONTHLY SPEND

Foundation Activations - Management - Projects	USD\$143,296.31
Chris Johnson Fighting Alliance	\$15,000
Stamped Film Project	\$18,000
Behind the Leaf Conference	\$15,000
Miscellaneous Variances	\$1,615
New Year's Eve - B/F Expenses	\$83,698
Christmas 2018 - B/F Expenses	\$24,715
Set the Stage - Reggae Girlz Games - Marketing & Branding	\$9,633
Foundation Management (UK, US, JA)	\$59,271

FEBRUARY 2019 TOTAL MONTHLY SPEND

Foundation Activations - Management - Projects	USD\$102,55.00
Chris Johnson Fighting Alliance	\$22,000
Bob Marley Foundation - Birthday Celebration Sponsorship	\$7,694
We Got Soccer - Reggae Girlz Field Kits	\$16,348
Falmouth United Football Club	\$8,437.50
Local Office Landscape & Urban Design - Winnifred Beach Project	\$10,000
Foundation Management (UK, US, JA)	\$48,262

Budget spending report based on approved budget



MARCH 2019

TOTAL MONTHLY SPEND

Foundation Activations - Management - Projects

USD\$104,330.01

Chris Johnson Fighting Alliance	\$15,000
Falmouth United Football Club	\$8,437.50
Bob Marley Foundation - Bob Marley Birthday Platinum Sponsorship	\$7,693.49
Local Office Landscape & Urban Design - Winnifred Beach Project	\$10,000
Set the Stage - Onsite Marketing & Branding for Reggae Girlz Camps	\$6,079.02
SIAM Associates - Marketing Consultant	\$4,000
CAMP GELI - PR/Press/Video/Photography for Reggae Girlz camps vs Chile	\$7,230
Jamaica Football Federation (JFF) - Contribution/Donation for Trophy Tent	\$200
Foundation Management (Incl. Travel & Accommodation – UK, US, JA)	\$45,690

START OF 2ND QUARTER: APRIL - JUNE 2019

USD\$647,633.00

\$215,877.67

\$149,540.00

\$66,337.67

\$113,761.35

TOTAL COMMITTED FOR 2ND QUARTER

MONTHLY PAYMENT BREAKDOWN (3 MOS.)

AMOUNT FUNDED ON 3/18/19 TOWARDS APRIL

*BALANCE

CURRENT TOTAL IN ACCOUNT

*Remaining balance of USD\$66,337.67 approved funding yet to be contributed



- Board of Trustees Alessandra Lo Savio, Asia Lo Savio and Giorgia Lo Savio completed approval process for UK Charity Commission
- Board of Trustees quarterly meeting to be scheduled in April 2019
 - ∞ Minutes for Board resolutions needed for reporting to Charity Commission, including approvals for:
 - Budget
 - Legal representation
 - Programs & projects
 - New trustee under consideration: Marlene Martin (ideal to have local board member with a Jamaican Tax Registration Number (TRN))
- Foundation Bank account to be opened at Coutts UK (April 2019)
- December 2018: Carolina Garcia resigned as Executive Director of the Alacran Foundation
- January 2019: Hopi Noel Morton transitioned to Consulting Leadership position for the Alacran Foundation (4-month term)
 - ∞ Transition included: documentation organization and digital storage, introduction to partners, project and program reviews
- Onboarded staff, consultants and contractors ([see organizational chart](#)):
 - ∞ Flourish Media - Administrative and logistic support
 - ∞ André O. Wilson - Program oversight, community partnerships and organizational development
 - ∞ Piero G. Salardi - Art-Creative Director / Lead Designer
 - ∞ Sharon Roper, Geli Campbell, Mariasol Holguin - Local and virtual marketing consultants, social media and tech support
 - ∞ Legal counsel for Foundation (US/JA branch development, agreements and trademarks):
 - Kingsley & Napely Esq. (UK)
 - Calevoso Law (USA)
 - Phillipson Partners (JA)
 - ∞ Set the Stage - Event production for Alacran New Year's Eve party, on-site branding for two (2) Reggae Girlz football camps and the Bob Marley 2019 Earthday Celebration
 - ∞ Local Office Landscape & Urban Design (LOLA) - Lead architect and design for Winnifred Beach and Falmouth United Development
 - ∞ Don't Panic (UK) - Alacran Foundation video campaign and launch (postponed until 3rd quarter)



JANUARY 2019

- Initiated Foundation accounting and payment processing system
- Hopi / André - Jamaica site visits. Included meetings with: [Bob Marley Foundation](#), [Chris Blackwell](#), [Hill-Top Juvenile Correctional Centre \(staff and youth\)](#), Boys' Town Community Development, [Trenchtown Development Association](#), [Edna Manley College of The Visual and Performing Arts](#), [Falmouth United Football Club](#)
- Strategic planning and approval of 2019 slate of projects in Jamaica

FEBRUARY 2019

- **Foundation Budget Approved: USD\$2,472,162 (January - December 2019)**
- Additional costs not accounted for in the current [budget](#):
 - ∞ [Winnifred Beach construction](#)
 - ∞ [Falmouth United construction](#)
 - ∞ Reggae Girlz World Cup media/video coverage
 - ∞ Video campaign launch
 - ∞ Legal services
- UK Charity Commission approved Alacran Foundation as Legal UK Charity ([link to Commission guidelines and AF login details](#))
- Structured Alacran Foundation Mission Statement and [Overview Content](#) based on current programs and outputs
- Alacran Foundation social media posts and presence increased ([see monthly SM report](#))
- Created [Post-Event Reporting](#) and [Grantee Reporting Forms](#) to collect data, demographics and feedback
- Database archive of Alacran Foundation press and media: articles, videos and posts

MARCH 2019

- Retained legal counsel for Alacran Foundation non-profit branches in Jamaica and the USA
- Established reporting system to collect information and data from Alacra-funded programs, **projects** and **events**
- Creating standard operating procedures, policies and documentation for **travel** and **events**
 - ∞ Initiated pre-launch of:
 - ∞ Alacran Foundation social media platforms (Instagram, Facebook, Twitter)
 - ∞ Content population of Foundation website pages
 - ∞ Alacran Foundation email designations, e.g., media@alacranfoundation.org, accounting@alacranfoundation.org



2019 PROJECTS





JAMAICA'S NATIONAL SENIOR WOMEN'S FOOTBALL TEAM

REGGAE GIRLZ

FUNDING TO DATE USD\$234,247

(Jamaica Football Federation contributions)



PROGRESS UPDATE:

To date, the Reggae Girlz, Jamaica's National Senior Football Team, is where the Alacran Foundation has made the greatest impact, with large investments to the [Jamaica Football Federation](#) (JFF).

During the first quarter of 2019, the Alacran Foundation supported two (2) Reggae Girlz (RG) training camps with a contribution of USD\$77K to the JFF and an in-kind donation of USD\$13K for Umbro team workout gear, paid directly to the vendor. Both camps were located in Jamaica: The first camp included a press conference in Kingston, highlighting the team's journey to the World Cup and practice sessions; the second featured two (2) friendly games (one in Kingston and the other in Montego Bay) in March 2019, where the Girlz won against Chile, currently ranked #38 across the FIFA federations (Jamaica's women's team is ranked #53). The Alacran Foundation had designated tenting, branded signage and distributed a small amount of Alacran Foundation merchandise at both camps. The Alacran Foundation stayed in close communication with the [Bob Marley Foundation](#) (BMF) throughout and Alacran's representative Hopi Noel Morton joined BMF Foundation Manager, Alicia Williams, in meet-and-greets with JFF and Island officials.

Hopi and Alacran's consulting Director of Programs, André O. Wilson, attended events for both RG camps. Hopi was introduced to the team members, head coach, JFF and [CONCACAF](#) leadership. Alessandra Lo Savio, founder of Alacran, attended a practice session in Montego Bay and talked to Coach Hue Menzies and the players, who expressed their thanks to the foundation, as well as frustration about not receiving appropriate support from the JFF.





By mid-March, the team and staff had not yet received contracts and salary offers, World Cup qualification bonuses or stipends for the players, and had received a very low per diem of USD\$35 per day during the training camps. The standard per diem is USD\$75 per day. Additionally, the girls did not receive any media training in advance of the first major press conferences. Alessandra expressed her commitment to the team and the development of women's football programming in Jamaica.

This March 2019, Hopi met with the [Reggae Girlz Foundation](#) president, Michelle Adamolekun, and vice president, Lisa Quarrie, along with the head coach, Hue Menzies, in Jamaica, to discuss supporting the team in and around the JFF, as well as merchandising opportunities, media opportunities and long-term strategic plan commitment to women's football in Jamaica. The coach stated that U-17 women's leagues currently need the most support in Jamaica to ensure the next generation of successful players. The need for a football academy for girls, similar to André Virtue's [Ballaz Academy](#) and Grassroot Program, was also discussed. The Reggae Girlz Foundation is committed to the current senior national women's team and have a long term strategic plan commitment to Women's Football in Jamaica. They are a USA 501(c)(3) nonprofit and were recently in need of a fiscal agent in order to receive donations, grants and funding. Hopi introduced them to the Center for Social Change in Miami, where they have now established their fiscal status via the partnership.



CURRENT / NEXT STEPS:

Increased visibility through media and press coverage of the team is important as they prep for the World Cup. Player [Tiffany Cameron](#) approached Alacran about collaborating on her hip-hop song, [For the Love of the Game](#), to be used in commercials and brand promotions. The next step would be to re-record the song and pitch to [FIFA](#)-approved brands. Alacran is also supporting the expansion of the individual bios of the Reggae Girlz on Wikipedia.

Most recently, in March, the Reggae Girlz team and coaches came to a standstill with the JFF and were not willing to participate in the upcoming scheduled friendly game in South Africa on April 7, 2019, due to below-standard contracts and salaries. The Bob Marley Foundation obtained legal counsel on behalf of the team to support contract negotiations. The Alacran Foundation will pay qualification bonuses, total of USD\$78K long overdue from October 2018, to the team and staff, as well as provide football themed jewelry, amounting to USD\$2,340, as a token of appreciation.

The negotiating points for the Alacran Foundation are applicable to the present through the World Cup only; the funding for bonuses will be made via the Reggae Girlz Foundation (no monies sent through the JFF). Payments cannot be made from the Alacran Foundation directly to the team and staff, because it breaches UK Charity Commission regulations. The gifts will be presented to the Girlz with individualized letters of congratulations from the Alacran Foundation and the JFF. Alacran is to have ten (10) tier one credentials for the World Cup, media credentials and full access to the team for media coverage and new sponsorship opportunities. Access is a crucial point, as the Foundation is currently in talks with a documentary film company, [Soleil Entertainment](#), among others, to cover the [Reggae Girlz story](#) (see NDA) and Derrek Jeeter's Media company, [The Players Tribune](#), regarding featured editorials on [Khadija Shaw](#) and [Konya Plummer](#). Both productions are actively engaging potential branded partners and FIFA brand sponsors such as Adidas, Coca-Cola and Visa. Alacran will also share [media content](#) with the JFF / TVJ coverage of the upcoming friendly games and World Cup.



LATEST UPDATE

As of today, the postponed game in Durban, South Africa, is back on the schedule. The documentary film crew is committed to start filming in South Africa. The JFF has agreed to the Alacran Foundation's negotiation points and the team will be paid their bonuses via the Reggae Girlz Foundation (with the Center for Social Change as their fiscal agent). Alacran funding is set to reach the RGF by April 5, 2019 pending Alacran's agreement with the JFF.



DATA POINTS AS (AS PROVIDED BY THE JFF):

- Direct support to 40 Girls/Women (16-29 years)
- Senior Reggae Girlz vs Chile - Two games played (Reggae Girlz won both matches)
- Waiting on list of other sponsors from the JFF
- Waiting on game attendance numbers from the JFF

PLANNED JFF NEXT STEPS:

- Raise sufficient funds to plan and successfully execute the next three camps prior to the 2019 Women's World Cup and for post-World Cup preparation for the PANAM Games and subsequent tournaments and friendlies
- Launch of the Junior Grassroot Football Program in partnership with CONCACAF and the United States Embassy, Kingston

AF NEXT STEPS:

- Implement AF RG [social media plan](#)
- Strategy for PR/video and [brand marketing](#) for upcoming friendly games and World Cup
- Strategy for girls U-17 support
- Research Girlz Academy partners and funding







GENERAL UPDATES:

- **Data Points:** Approximately 15 boys currently engaged in an after-school boxing program facilitated by Chris Johnson in advance of the summer program
- **February:** LOLA Partners made site visit to Falmouth United for buildout of CJFA facilities
- **Medium/Long-Term Plan:** Boxing gym and training programs at the Elleston Wakeland Community Centre

IMMEDIATE NEXT STEPS:

- Contract to be reviewed by AF attorney and CJFA team
- Promotion and activation for CJFA Summer Program (May - July 2019)
- Support CJFA partnership with the Jamaica Boxing Board of Control (JBBC) regarding implementation in schools
- AF site visit in collaboration with JBBC president to further explore stakeholder partnerships

RECOMMENDATIONS:

- Draft and sign CJFA contract per current business case for pilot project
- Review, monitor, and evaluate pilot project to determine future planning and support
- Video and media promotion of CJFA program





FUFC

FALMOUTH UNITED
FOOTBALL CLUB

ELLESTON WAKELAND YOUTH CENTER



AF FUNDING CONTRIBUTED TO DATE: USD\$64,265

GENERAL UPDATES:

SIGNIFICANT DATA POINTS PROVIDED BY FUFC:

- 30 players engaged in Senior Football Program
- Approximately five (5) coaching staff
- Young men ages 20-29 (senior football team)

CURRENT ACTIVATIONS:

- Preparation for summer 2019 programs for youth
- Preparation for Red Bull football competition at community centre
- Local Office Landscape and Design (LOLA) Partners made site visit to Falmouth United for buildout (see [LOLA proposal](#))

ADDITIONAL PARTNERS/SUPPORT:

- **Kaya House:** Donated computer, desks, lockers, and file cabinets
- **Caribbean Choice:** Provided food for home games and other non-perishable foods
- **Royalton Hotel:** Donated toilets, provided plumbing services and linens

IMMEDIATE NEXT STEPS:

- Professional football, under-17 football program, youth football development
- Continue development with LOLA:
 - ∞ Assemble base materials for Falmouth site
 - ∞ Create program diagrams for Falmouth site to determine carrying capacity of site
 - ∞ Develop site plan options for Falmouth
 - ∞ Review Falmouth site plan options



FUFC FOUNDER KY-MANI MARLEY

LONG-TERM PLANS:

- Café and event space buildout
- Solicit donors/partners to get computer lab donation
- Solicit support for reading and arts program

RECOMMENDED AF SHORT/MEDIUM-TERM PLANS & SUPPORT:

- Design and build scrimmage field
- Design and build perimeter fence
- Purchase 28-seater bus to transport staff and players for away games
- Continued partnership / sponsorship development (i.e. Stewart Automotive, JFF Grassroots Football program)



YOUTH DEVELOPMENT

MUSIC & ARTS EMPOWERMENT



TO BE ACTIVATED NEXT QUARTER (APRIL - JUNE):

MUSIC/ARTS EDUCATIONAL AND CULTURAL EXCHANGES:

Jamaica is host to multiple well-established music schools and programs for youth throughout the island. What is missing is well-trained music teachers, well-trained sound technicians and a diversity of positions for trained musicians to play on-island. The result is that existing programs are not successfully retaining music students and there are fewer live community performances island-wide. Alacran Foundation is positioned to partner with existing programs by offering needed:

- **Scholarships for music teachers and sound technicians**
- **Instruments to students who cannot afford them**
- **Sponsorship of community concerts and performances**

The Alacran Foundation is positioned to provide enrichment to young people, youth ambassadors, adult professionals and community leaders to be empowered by international travel experiences while impacting our global village and communities.

Proposed Programs and Potential Partners:

- **Edna Manley College of the Visual & Performing Arts Musical Instruments & Scholastic Program**
- **POA Partners of the Americas Travel Grant for Teacher in Residence Education & Culture Program:**
 - ∞ Exchanges between counterpart 'Chapter' organizations for a minimum duration of 10 days
 - ∞ Month-long Teacher in Residence grants coordinated by the Bi-National Centres in Latin America
 - ∞ USA Partner: Preserving Archiving and Teaching Hip-Hop (PATH)
- **BloomBars - Oak Blossom Exchange and Book Drive Programs:**
 - ∞ Port Antonio-based pilot program to support literacy and access to books. Coordination of exchanges among creative youth and staff from African and Caribbean descent with artists and musicians across the USA and Jamaica.



YOUTH DEVELOPMENT AND INTENTIONAL CAPACITY STRENGTHENING AND COLLABORATIONS:



Through its collaborative youth development initiatives, the Alacran Foundation can improve grassroots community-based organizations in their own sustainability and advocacy efforts. Partnerships and funding organizations and programs' technical capacities, and help sustain effective and successful workforce development, as well as entrepreneurial and youth empowerment programs.

- **Youth-For-Development Network (YFDN):**

YFDN, a registered non-profit charitable organization based in Jamaica, offers local and international organizational strengthening and program delivery to youth, youth workers and community leaders, through direct support to vulnerable youth and communities.

YFDN Programs:

Bob Marley One Love Youth Camp (OLYC): Provides professional development training for teachers and professionals representing 30 non-traditional schools and community-based organizations in urban and rural parts of Jamaica. It has served over 180 teens with art empowerment camps, increasing confidence and motivation through community engagement. Impact through schools, organizations and performance is approx 25,000 people. Teens experience opportunities to connect with their creativity and live Bob Marley's vision of equality by using music to change the world.

Partners of the Americas (A Ganar) Youth Empowerment & Workforce Development training program:

A Ganar (Spanish for "to earn" or "to win"): YFDN is an A Ganar program licence holder in Jamaica, granted by Partners of the Americas, a U.S.-based international volunteer organization. The A Ganar program uses the power of sports combined with life and employability skills, internship, entrepreneurship and mentorship to help youth with professional and personal development. YFDN has served over 2,500 youths in Jamaica. In its ninth year of implementation, customized focus engages teenagers in medium and high juvenile remand and correctional centres. A Ganar envisions a world where the power of sport is effectively used as a teaching tool to address the challenges of youth employment, crime and education.



WINNIFRED

B E A C H

JAMAICA



AF FUNDING CONTRIBUTED TO DATE: USD\$23,000

DEVELOPMENT PROJECT (PHASE 1):

- **Local Office Landscape & Urban Design (LOLA) Fee:** USD\$20,000.00 / month (starting April 2019)
- **AF projected spending:** USD\$200,00.00 (estimate for Winnifred watershed demonstration site with comfort station)

GENERAL UPDATE:

- ∞ JANUARY - LOLA Partners attended NYE party in Port Antonio
- ∞ FEBRUARY - LOLA Partners met André for site visits to Winnifred Beach
- ∞ MARCH
 - Proposal meeting with LOLA in NYC
 - Submitted [Proposal](#) and [Slide Presentation](#) for Board approval
 - Creating 2-3 minute video describing “The Bathroom that Saved Jamaica”
 - Continue to coordinate with Alacran’s partners for basemap information for Winnifred Beach and Winnifred watershed
- ∞ Engaging partnership support with:
 - [Winnifred Beach Benevolent Society](#)
 - [Daryl Vaz](#) - West Portland Member of Parliament
 - [Yvonne Blakey](#) - Coldwell Banker JA
 - [Jamaica UAV](#)
 - [Jamaica Urban Development Corporation](#)
 - [Jamaica Tourist Board](#)
 - [Alligator Head Foundation](#)
 - [CARICOM](#)
 - [P.A.V.E. \(Portland Arts & Vocational Education\)](#)



WINNIFRED
B E A C H
J A M A I C A





NEXT STEPS WITH LOCAL OFFICE LANDSCAPE & DESIGN (LOLA):

APRIL 2019

- Work with Alacran to create a list of programs for immediate term (summer 2019), Phase 1 (first year of construction), and long-term (years 2-5)
- Continue to develop Winnifred comfort station with the input of Alacran's project team and partners

MAY 2019

- Complete design development for Winnifred comfort station
- Winnifred design development with Alacran and partners





SPONSORSHIP / ACTIVATIONS





SPONSORSHIP / ACTIVATIONS

AF FUNDING CONTRIBUTED TO

DATE: USD\$40,693.49



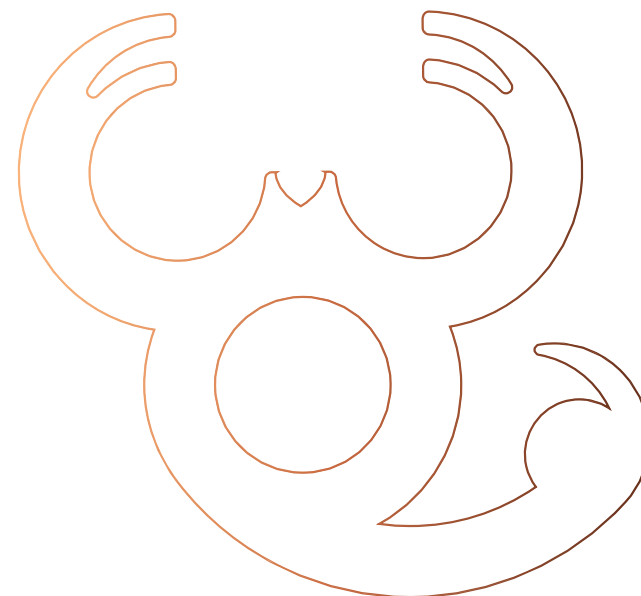
- **Bob Marley 74th Earthstrong Celebration (provided children's book-making activity)**
 - ∞ 4500 attendees
 - ∞ Children ages 3 - 18
 - ∞ Men and women ages 20 - 55
- **Title sponsor for Flourish Media's 2019 Behind the Leaf Conference**
 - ∞ 200 attendees
 - ∞ All women
- **STAMPED docuseries trailer (now in production)**
 - ∞ 14 employees in film production
 - ∞ Media impact (TBD)
- **Alacran Foundation Inaugural Christmas Treats (December 2018, US\$159,778.70)**
 - ∞ 4 parishes in Jamaica
 - ∞ 6 local community center partners
 - ∞ 835 gifts distributed to children
 - ∞ 470 meals delivered to senior citizens

ALL ACTIVATIONS RECEIVED PRESS, MEDIA AND VIDEO COVERAGE



FOUNDATION FIRST QUARTER WINS

- ✓ **Alacran Foundation established as Legal Charity in the UK**
- ✓ **Built out organizational systems for Foundation's operations, fiscal management, partnerships and reporting to optimize success and sustainability**
- ✓ **Retained highly recommended consultants, experts and professionals of Jamaican descent living onisland**
- ✓ **Alacran Foundation became a valued stakeholder with multiple partners in Jamaica (15+ partners)**
 - ∞ Implemented Jamaica-wide Christmas Treats
 - ∞ Funded Reggae Girlz Pre-World Cup Football Camps
 - ∞ Implemented CJFA Boxing after school pilot program
 - ∞ Funded Falmouth United Football League
 - ∞ Initiated development of 0% carbon footprint / work development community beach and watershed demonstration site
 - ∞ Initiated development of Falmouth United venue
- ✓ **Alacran Foundation has been quickly recognized and established in Jamaica for major contributions to sports, community and youth development**
 - ∞ 382 articles covering Alacran Foundation-related projects since Aug. 20, 2018
- ✓ **Peacekeeper on behalf of the Reggae Girlz with the Jamaica Football Federation**
 - ∞ Worked with Bob Marley Foundation and RG Foundation partners to end Reggae Girlz team strike and facilitated contract negotiations

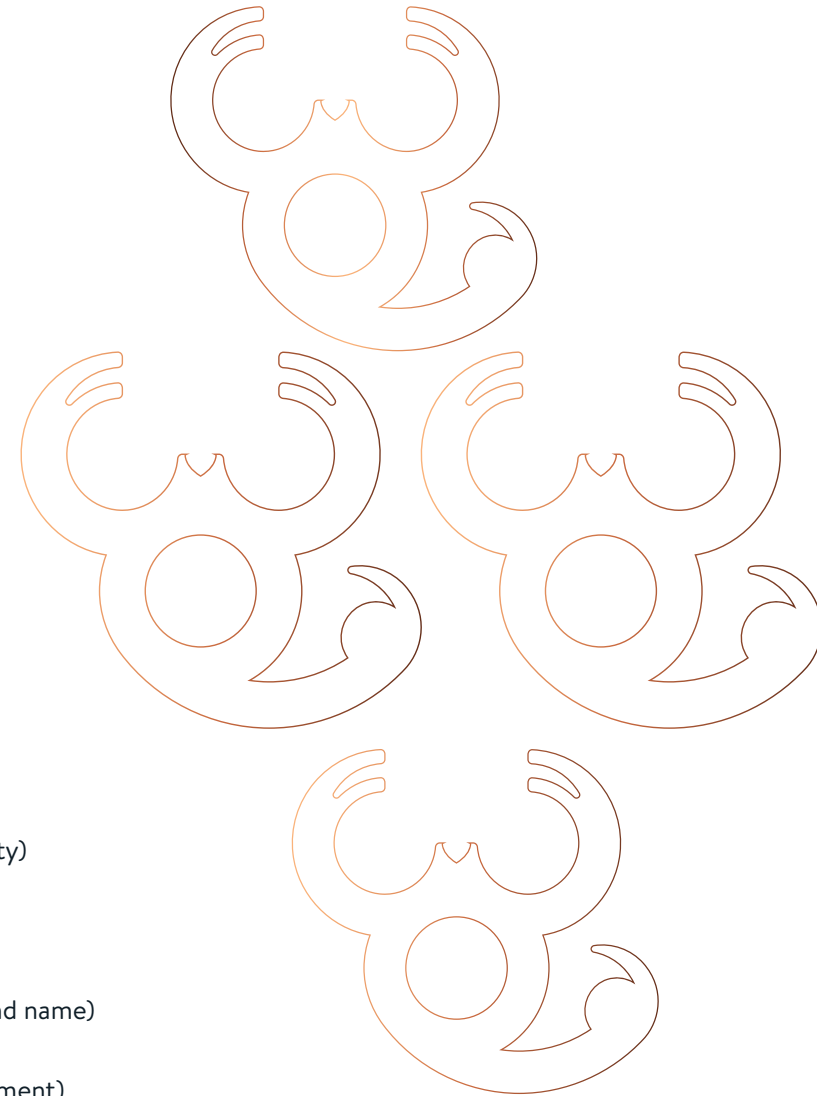




NEXT STEPS

Recommendations / action items:

- Facilitate Board of Trustees Meeting in April
- Complete USA and JA Non-profit branch registration
- Finalize contracts with all funded partners, consultants and contractors
- Present Annual Calendar 2019 - 2020 for approval
- Present project-based milestones
- Foundation website, social media and video campaign launch
- Designate attention to strategic planning and capacity-building initiatives
- Pursue partnerships and government support for Jamaica watershed development project
- Fund buildouts of Falmouth United and Winnifred Beach
- Foundation development and fundraising planning (focus on partnerships for program sustainability)
- Increase data collection and reporting
- Reduce Alacran Foundation PR and sponsorship visibility (reduces financial risks and protects brand name)
- Invest in micro industries (solar power, bamboo, alternative building materials, workforce development)



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alacran
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JANUARY 22, 2024

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	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/ A				E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
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BUSINESS OWNER'S POLICY



Declarations: Business Owner's Policy

Policy Number: 57 SBM BD100L

Policy Period: 01/19/2024 to 01/19/2025, 12:01 a.m., Standard time at your mailing address shown here. Exception: 12 noon in New Hampshire.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The Hartford.

One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

Vivianolodun
DBA: Flourish Media
253 NE 2ND ST
MIAMI, FL 33132-2285

Type of Business: Consultant - Business and Management

Name of Agency/Broker:

AMWINS ACCESS INS SERVICES
LLC
1410 ROCKY RIDGE DR STE 335
ROSEVILLE, CA 95661

Code: 57121637

Previous Policy Number:

New

Organization Type: Corporation

Audit Period: Non-Auditable

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL PREMIUM:

\$541*

*Total Premium includes the premium for all Coverage Parts issued to you in this policy, as well as any companion policies delivered with this policy. Total Premium includes any applicable fees and surcharges. Total Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Countersigned by: *Susan L. Castaneda*

01/22/2024

Authorized Representative

Date

A Business Owner's Policy typically covers property and business liability risks. Generally, Property insurance pays you if a covered cause of loss damages property that you own, rent or lease. Business liability insurance pays in certain cases where something you do or something you own causes injury or damage to someone

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.



Declarations: Business Owner's Policy

else, or someone else's property. Please see the coverages and limits described in your Declarations for details regarding the insurance you purchased.



Glossary of Terms*

TERM	DEFINITION
Audit Period	Your Policy period, which may be auditable or non-auditable. If your Policy is auditable, we will examine your business records to determine actual exposures for final premium calculation.
Base Coverage Form	Each Coverage Part has a form that explains, generally, what is and is not covered. This is the first building block of the Coverage Part. All other forms directly or indirectly modify the Base Coverage Form and are attached to it.
Coverage Part	A section of the Policy for a particular coverage. Unless otherwise stated in a specific Coverage Part, a Coverage Part consists of a Declarations page, a Base Coverage Form, all forms that modify the Base Coverage Form, and other forms applicable to the Coverage Part or the entire Policy.
Declarations	The part of the insurance contract that specifies the named insured, address, policy period, covered locations, limits of insurance and other key information such as forms applicable to the Coverage Part.
Policy	A contract between you and us to provide you with certain insurance coverages. Your Spectrum Business Owner's Policy consists of all Coverage Parts and forms common to some or all Coverage Parts.

*The terms and definitions contained in the Glossary of Terms are provided to help you better understand your Business Owners Policy and how it is constructed. These terms and definitions are not definitions that apply to any Coverage Part or Policy you have purchased and should not be construed as such. Please refer to the applicable provisions in your coverage parts or policies for complete details of the defined terms, including but not limited to the applicable Definitions section of such Coverage Part or Policy.



Declarations: Locations and Location-Based Coverages

Here's how your Business Owner's insurance coverage and limits apply to your business locations (LOC). If you have more than one location or building (BLDG), we break out your coverage and limits separately for each LOC.

LOC 1, BLDG 1

Class: Consultant - Business and Management

Location: 253 NE 2ND ST MIAMI,FL 33132-2285

LOC 1, BLDG 1: LOCATION-BASED COVERAGES AND FEATURES	LIMIT OF INSURANCE
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No property coverage at this location	
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Declarations:

Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Liability and Medical Expenses Limit	\$1,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$1,000,000
	Products-Completed Operations Aggregate Limit	\$2,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included ¹
SL 30 23 10 18	ELECTRONIC MEDIA LIABILITY	Included ¹

¹Included in Business Liability Limit(s)

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE PREMIUM:	\$180*
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* Price is subject to fees and surcharges. For more details, refer to Page 6



Declarations: Other Liability Coverages

Your policy also includes the following additional liability Coverage Parts or policies. Please see the applicable Declaration form for details.

DECLARATION FORM NUMBER	COVERAGE NAME	PREMIUM
SL 55 74 10 18	Employment Practices Liability Insurance	\$25



Declarations: Common Forms

Your policy includes the Common Forms listed below. These forms apply to all Coverage Parts on your policy.

FORM NUMBER	FORM NAME
SC 00 00 10 18	COMMON POLICY CONDITIONS
SC 00 01 10 18	DECLARATIONS: BUSINESS OWNER'S POLICY
SC 70 00 12 20	DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
SC 01 09 10 18	FLORIDA CHANGES - COMMON POLICY CONDITIONS
IH12050221	GOODS AND SERVICES ENDORSEMENT
SC 50 15 10 18	IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS
SC 50 63 06 20	IMPORTANT NOTICE TO POLICYHOLDER'S
SC 90 04 10 18	IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS
G-3419-2	IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA
100722	INSURANCE POLICY BILLING INFORMATION
SC 50 31 10 18	PRODUCER COMPENSATION NOTICE
SC 00 12 10 18	SPECTRUM BUSINESS OWNER'S POLICY JACKET
SC 90 15 10 18	US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS



Declarations: Other Charges

States laws and regulations may require you to pay taxes, fees, surcharges or other costs. We've listed those charges below

DESCRIPTION	COST
Other Premiums	
Policy Base Premium	\$321
Terrorism Premium	\$5
Fees, Surcharges and Taxes	
2024-1 FIGA Assessment	\$5
Florida Emergency Management Surcharge	\$4
Florida Fire (College) Marshal	\$1



Declarations: Employment Practices Liability Coverage Part

COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

This Declarations Page, with Common Policy Conditions, Employment Practices Liability Coverage Form and Endorsements, if any, shall together constitute this Employment Practices Liability Coverage Part, which in turn forms a part of the Policy Number shown below.

The Nuclear Energy Liability Exclusion (Form SL 20 06) of the Policy to which this Coverage Part is attached also applies to this Coverage Part.

Policy Number: 57 SBM BD100L

Policy Period

Effective date: 01/19/2024

Expiration date: 01/19/2025

12:01 A.M., Standard time at the address of the named insured as stated herein. 12 noon in New Hampshire.

Insurer:

Hartford Underwriters Insurance Company
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

Vivianolodun

DBA: Flourish Media

253 NE 2ND ST

MIAMI, FL 33132-2285

PREMIUM:

\$25

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.



Declarations: Employment Practices Liability Coverage Part

POLICY PERIOD

12:01 A.M., Standard time at the address of the named insured as stated herein. Exception: 12 noon in New Hampshire.

EFFECTIVE DATE: 01/19/2024**EXPIRATION DATE:** 01/19/2025**LIMITS OF LIABILITY****EACH CLAIM LIMIT:** \$25,000**ANNUAL AGGREGATE LIMIT:** \$25,000**RETROACTIVE DATE:** 09/22/2023

If no date is entered, the Retroactive Date is the same as the effective date of this Coverage Part.

DEDUCTIBLE: None**Form Numbers of Forms and Endorsements that apply:**

FORM NUMBER	FORM NAME
SL 55 37 10 18	RETROACTIVE DATE ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY
SL 55 74 10 18	DECLARATIONS - EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
SL 55 34 10 18	WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY
SL 55 44 10 18	FLORIDA CHANGES - EMPLOYMENT PRACTICES LIABILITY
SL 55 02 10 18	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)
SL 55 36 10 18	THIRD PARTY LIABILITY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY

Countersigned by:*Susan L. Castaneda*

01/22/2024

Authorized Representative

Date



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE

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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

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

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



EXCLUSION - NUCLEAR ENERGY LIABILITY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. This insurance does not apply:

- 1.** To any injury or damage:
 - a.** With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b.** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2)** The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 3.** Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- 4.** To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:
 - a.** The "nuclear material":
 - (1)** Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (2)** Has been discharged or dispersed therefrom;
 - b.** The "nuclear material" is contained in "spent fuel" or "waste" at any time was possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c.** The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - d.** The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(d)** applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion, the following definitions apply:

- 1.** "Byproduct material", "source material" and "special nuclear material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 2.** "Computer system and network" means:
 - a.** Leased or owned computer hardware including mobile, networked, and data storage computing equipment;
 - b.** Owned or licensed software;
 - c.** Owned websites;
 - d.** Leased or owned wireless input and output devices; and
 - e.** Electronic backup facilities and data storage repositories employed in conjunction with **2.a.** through **2.d.** above.
- 3.** "Hazardous properties" include radioactive, toxic or explosive properties.
- 4.** "Nuclear facility" means:
 - a.** Any "nuclear reactor";
 - b.** Any equipment or device designed or used for:



- (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
5. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
6. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
7. "Property damage" and injury or damage include all forms of radioactive contamination of property.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
9. "Technology services" means:
- a. The following services performed for others:
 - (1) Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (2) Integration of systems;
 - (3) Processing of, management of, mining or warehousing of data;
 - (4) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - (5) Website development; website hosting;
 - (6) Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - (7) Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (8) Design and development of: code, software or programming;
 - (9) Providing software application: services, rental or leasing;
 - (10) Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - (11) "Telecommunication services"; and
 - (12) "Telecommunication products".
 - b. Web-related software and connectivity services performed for others; and
 - c. Activities on the named insured's "computer system and network".
10. "Waste" means any waste material:
- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".



EXCLUSION – SILICA – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including, but not limited to, quartz.



ELECTRONIC MEDIA LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

This endorsement modifies coverage for "your web site" or internet related activities.

A. The following changes are made to Exclusion 1.p. Personal And Advertising Injury of Section B. EXCLUSIONS:

1. Paragraph (4) is deleted and replaced by the following:

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site";

2. Paragraph (5) is deleted and replaced by the following:

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site";

3. Paragraph (7) is deleted and replaced by the following:

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement in your "advertisement" or on "your website", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying in your "advertisement" or on "your website"; a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

4. Paragraph (9) does not apply.

5. Paragraphs (a), (b) and (c) of Paragraph (12) do not apply.

B. The following changes apply to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. Paragraph b. of Definition 1. "advertisement" is deleted.

2. Paragraphs f. and g. of the definition of "personal and advertising injury" are deleted and replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

f. Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement" or on "your web site";
- 3.** The following is added to the definition of "personal and advertising injury":

As used in this definition, oral, written, electronic, or any other manner of publication includes publication of material in your care, custody or control by someone not authorized to access or distribute that material.
- 4.** The following definition is added:

"Your web site" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purpose of promoting your goods, products, or services, that is accessible over a computer network, even if other content on "your web site" is not promoting your goods, products, or services.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

NOTICE: COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

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

Throughout this Coverage Part the words you and your refer to the "Named Insured" in the Declarations. The words we, us and our refer to the stock insurance company member of THE HARTFORD shown on the Declarations Page.

Words and phrases that appear in quotation marks are defined in **SECTION II - DEFINITIONS** of this Coverage Part.

In consideration of, and subject to, the payment of the premium by you and in reliance upon the accuracy and completeness of the "application", including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", we agree with you, subject to all terms, exclusions and conditions of this Coverage Part, as follows:

SECTION I - INSURING AGREEMENT

Employment Practices Liability

We shall pay "loss" on behalf of the "insureds" resulting from an "employment practices claim" first made against the "Insureds" during the "policy period" or Extended Reporting Period, if applicable, for an "employment practices wrongful act" by the "insureds".

SECTION II – DEFINITIONS

- A. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any warranty, representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.
- B. "Benefits" means perquisites, fringe benefits, deferred compensation, severance pay and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).
- C. "Claim" means any "employment practices claim".
- D. "Claim expenses" means:
 - 1. reasonable and necessary legal fees and expenses, including, but not limited to, e-discovery expenses, incurred in the defense or appeal of a "claim";
 - 2. "Extradition costs"; or
 - 3. the costs of appeal, attachment or similar bonds, provided that we shall have no obligation to furnish such bonds.

However, "claim expenses" shall not include:

 - a. salaries, wages, remuneration, overhead or benefit expenses associated with any "insureds";
 - b. any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered "insured"; or
 - c. any fees, expenses or costs which were incurred prior to the date on which we received written notice of the "claim" from the "insured".
- E. "Controlled partnership" means a limited partnership in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and an "insured entity" is the sole general partner.
- F. "Damages" means the amounts, other than "claim expenses", that the "insureds" are legally liable to pay solely as a result of a "claim" covered by this Coverage Part, including:



1. compensatory damages, including front pay and back pay;
2. settlement amounts;
3. pre- and post-judgment interest;
4. costs awarded pursuant to judgments;
5. punitive and exemplary damages;
6. the multiple portion of any multiplied damage award; or
7. liquidated damages under the Age Discrimination in Employment Act and the Family and Medical Leave Act.

However, "damages" shall not include:

- a. taxes, fines or penalties imposed by law;
 - b. non-monetary relief;
 - c. "Benefits";
 - d. future compensation for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a "claim";
 - e. "Stock benefits";
 - f. costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law; or
 - g. any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.
- G.** "Debtor in possession" means a "debtor in possession" as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.
- H.** "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the United States and under the Human Resource policy of the "insured entity".
- I.** "Employee" means any natural person who was, is or shall become a(n):
1. employee of an "insured entity" including any part time, seasonal, temporary, leased, or loaned employee; or
 2. volunteer or intern with an "insured entity".
- J.** "Employee data privacy wrongful act" means:
1. the failure to prevent any unauthorized access to or use of data containing "Private Employment Information" of any "Employee" or applicant for employment with the "Insured Entity" including any such failure that directly results in a violation with respect to the privacy of such "Employee's" or applicant's medical information under the Health Insurance Portability and Accountability Act (HIPAA) or credit information under the Fair Credit Reporting Act (FCRA); or
 2. the failure to notify any "employee" or applicant for employment with the "insured entity" of any actual or potential unauthorized access to or use of "private employment information" of any "employee" or applicant for employment with the "insured entity", if such notice was required by state or federal regulation or statute.
- K.** "Employment practices claim" means any:
1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand, including, without limitation, a written demand for employment reinstatement;
 2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
 3. formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document;



by or on behalf of an "employee", an applicant for employment with an "insured entity", or an "independent contractor".

"Employment practices claim" also means the receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief that is the result of an audit conducted by the United States Office of Federal Contract Compliance Programs.

"Employment practices claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "Employment practices claim" as described above. Such "claim" shall be commenced by the receipt of such request.

However, "employment practices claim" shall not include any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

L. "Employment practices wrongful act" means:

1. wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
2. sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
3. employment discrimination, including discrimination based upon age, gender, race, color, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law;
4. "Retaliation";
5. breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or
6. violation of the Family and Medical Leave Act.

"Employment practices wrongful act" also means the following, but only when alleged in addition to or as part of any "employment practices wrongful act" described above:

- a. employment-related wrongful infliction of mental anguish or emotional distress;
- b. failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;
- c. negligent retention, supervision, hiring or training;
- d. employment-related invasion of privacy, defamation, or misrepresentation; or
- e. an "employee data privacy wrongful act".

M. "ERISA" means the Employee Retirement Income Security Act of 1974.

N. "Extradition costs" means reasonable and necessary fees and expenses directly resulting from a "claim" in which an "insured person" lawfully opposes, challenges, resists or defends against any request for the extradition of such "insured person" from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such "insured person".

O. "Financial insolvency" means the status of an "insured entity" as a result of:

1. the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such "insured entity"; or
2. such "insured entity" becoming a "debtor in possession".

P. "Independent contractor" means any natural person working in the capacity of an independent contractor pursuant to an "independent contractor agreement".



- Q.** "Independent contractor agreement" means any express contract or agreement between an "independent contractor" and an "insured entity" specifying the terms of the "insured entity's" engagement of such "independent contractor".
- R.** "Insured entity" means:
1. the "named insured"; or
 2. any "subsidiary".
- "Insured entity" shall include any such entity as a "debtor in possession".
- "Insured entity" shall also include any such entity in its capacity as a general partner of a "controlled partnership".
- S.** "Insured person" means any:
1. "Employee";
 2. "Manager"; or
 3. regarding the Employment Practices Liability Insuring Agreement, an "independent contractor" provided that within 30 days of an "employment practices claim" having been made against such "independent contractor" that the "insured entity" agrees in writing to indemnify such "independent contractor" for any "loss" arising out of such "claim".
- T.** "Insureds" means any:
1. "Insured entity"; or
 2. "Insured person".
- U.** "Interrelated wrongful acts" means "wrongful acts" that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.
- V.** "Loss" means "claim expenses" and "damages".
- W.** "Manager" means any natural person who was, is or shall become a(n):
1. duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an "insured entity";
 2. "Employee" in his/her capacity as legal counsel to an "insured entity"; or
 3. executive of an "insured entity" created outside the United States to the extent that such executive holds a position equivalent to those described in **1.** or **2.** above.
- X.** "Named insured" means the individuals, partnerships or corporations designated in the Declarations.
- Y.** "Notice manager" means the natural persons in the offices of the chief executive officer, chief financial officer, general counsel, risk manager, human resources manager or any equivalent position to the foregoing, of an "Insured Entity".
- Z.** "Policy period" means the period from the Effective Date to the Expiration Date set forth in the Declarations or any earlier cancellation date.
- AA.** "Private employment information" means any information regarding an "employee" or applicant for employment with the "insured entity", which is collected or stored by an "insured" for the purposes of establishing, maintaining or terminating an employment relationship.
- BB.** "Retaliation" means adverse treatment of an "employee" or "independent contractor" based upon such person:
1. exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, "ERISA", or the Americans with Disabilities Act;
 2. refusing to violate any law;
 3. assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any "insured";



4. disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or
5. filing any *whistle blower* claim against any "insured" under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.

CC. "Stock benefits" means any offering, plan or agreement between an "insured entity" and any "employee" that grants stock, stock options or stock appreciation rights in the "insured entity" to such person, including, without limitation, restricted stock or any other stock grant. "Stock benefits" shall not include employee stock ownership plans or employee stock purchase plans.

DD. "Subsidiary" means any:

1. corporation in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
2. limited liability company in which and so long as the "named insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managing members;
3. a "controlled partnership";
4. corporation operated as a joint venture in which and so long as the "named insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "named insured" solely controls the management and operation of such corporation; or
5. foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the "named insured" or any "subsidiary" as defined in **1.** through **4.** above.

EE. "Wage and hour violation" means any actual or alleged violation of the duties and responsibilities that are imposed upon an "insured" by any federal, state or local law or regulation anywhere in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:

1. the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
2. the calculation and payments of benefits;
3. the classification of any person or organization for wage and hour purposes;
4. reimbursing business expenses;
5. the use of child labor; or
6. garnishments, withholdings and other deductions from wages.

FF. "Wrongful act" means any actual or alleged "employment practices wrongful act".

SECTION III - EXCLUSIONS

A. We shall not pay "Loss":

1. for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of "loss" that directly results from mental anguish or emotional distress when alleged in connection with an otherwise covered "employment practices wrongful act";
2. for any actual or alleged "wrongful act" by "insured persons" of any "subsidiary" in their capacities as such, or by any "subsidiary", if such "wrongful act" actually or allegedly occurred when such entity was not a "subsidiary";
3. in connection with any "claim" based upon, arising from, or in any way related to any:
 - a. prior or pending demand, suit, or proceeding against any "insured" as of, or
 - b. audit initiated by the United States Office of Federal Contract Compliance Programs before,



the effective date of the first Employment Practices Liability Coverage Part issued and continuously renewed by us, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;

4. in connection with any "claim" based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the Effective Date in the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures "wrongful acts" covered under this Coverage Part;
 5. in connection with any "claim" based upon, arising from, or in any way related to the liability of others assumed by an "insured" under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;
 6. for breach of any "independent contractor agreement"; or
 7. for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.
- B.** We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:
1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;
 2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or
 3. any "wage and hour Violation"
- Provided, however, that this exclusion **B.** shall not apply to that portion of "loss" that represents a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation".
- C.** We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of "loss" representing "claim expenses" incurred to defend against such liability.

SECTION IV - DISCOVERY CLAUSE

If, during the "policy period", the "insureds" become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim", and, if written notice of such "wrongful act" is given to us during the "policy period", including the reasons for anticipating such a "claim", the nature and date of the "wrongful act", the identity of the "insureds" allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the "insureds" first became aware of the "wrongful act", then any "claim" subsequently arising from such "wrongful act" shall be deemed to be a "claim" first made during the "policy period" on the date that we receive the above notice.

SECTION V - EXTENDED REPORTING PERIOD

Subject to provisions **A.** through **G.** below, if this Coverage Part is canceled or non-renewed other than for non-payment of premium, you shall have the right to purchase an extended period to report "claims" under this Coverage Part for any "claim" first made during the period of time set forth in the Supplemental Extended Reporting Period Endorsement, and following the effective date of such cancellation or nonrenewal and reported in writing during such period or within sixty (60) days thereafter, but only with respect to any "wrongful act" which takes place prior to the effective date of such cancellation or nonrenewal.

- A.** The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be 200% of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.
- B.** The quotation of a different premium or deductible or limit of liability for renewal is not a cancellation or refusal to renew for the purposes of this provision.



- C. You shall have no right to purchase the Extended Reporting Period, unless you have satisfied all conditions of the Coverage Part and all premiums and deductibles outstanding have been paid.
- D. Your right to purchase the Extended Reporting Period shall terminate unless written notice together with full payment of the premium for the Extended Reporting Period is given to us no later than sixty (60) days following the effective date of cancellation or nonrenewal.
- E. The fact that the period of time to report "claims" is extended by virtue of the Extended Reporting Period shall not increase or reinstate the Limit of Liability stated in the Declarations.
- F. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "wrongful acts" that occur before the end of the "policy period".
"Claims" for such injury which are first received within sixty (60) days after the "policy period", or during the Extended Reporting Period if in effect, will be deemed to have been made on the last date of the "policy period".
- G. Once in effect, Extended Reporting Periods may not be canceled by us.

SECTION VI - COVERAGE TERRITORY

Coverage under this Coverage Part applies worldwide, provided that the "claim" is made and any legal action is pursued within the United States, its territories, possessions or commonwealths, or Canada.

SECTION VII - LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The maximum we will pay for each "claim" under this Coverage Part is the Each Claim Limit of Liability stated in the Declarations, subject to the Annual Aggregate Limit of Liability stated in the Declarations.
The maximum we will pay for all "claims" under this Coverage Part is the Annual Aggregate Limit of Liability stated in the Declarations, regardless of the number of "claims".
If the applicable Limit of Liability for this Coverage Part is exhausted, the premium for this Coverage Part shall be deemed fully earned. "Claim expenses" shall be part of, and not in addition to, the Limits of Liability. Payment of "claim expenses" by us shall reduce each Limit of Liability.
- B. We shall pay "loss" in excess of the Deductible applicable to each "claim" as specified on the Declarations.
- C. All Deductibles shall be borne by the "insureds" at their own risk; they shall not be insured.
- D. The Deductible shall apply to "claim expenses" covered hereunder. If, any "claim expenses" are incurred by us prior to the "insured's" complete payment of the Deductible, then the "insureds" shall reimburse us therefor upon our request.
- E. No Deductible shall apply to "loss" incurred by any "insured person" that an "insured entity" is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of "financial insolvency".
- F. If an "insured entity" is permitted or required by common or statutory law to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, and does not do so other than because of "financial insolvency", then such "insured entity" and the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the Deductible that would have applied if such indemnification had been made.
- G. If a "subsidiary" is unable to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, because of "financial insolvency", then the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the applicable Deductible that would have applied if such indemnification had been made.

The Limit of Liability for this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

**SECTION VIII - DUTIES IN THE EVENT OF CLAIM; DEFENSE AND SETTLEMENT**

- A. We shall have the right and duty to defend "claims" covered under this Coverage Part, even if such "claim" is groundless, false or fraudulent, provided that:
1. the "insureds" give notice to us in accordance with the applicable notice provisions; and
 2. such "claim" does not involve allegations, in whole or in part, of a "wage and hour violation".
- For any "claim" involving allegations, in whole or in part, of a "wage and hour violation", it shall be the duty of the "insureds", and not our duty, to defend such "claim".
- B. If we have the duty to defend a "claim", our duty to defend such "claim" shall cease upon exhaustion of any applicable Limit of Liability.
- C. The "insureds" shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any "claim expenses" regarding any "claim" without our prior written consent, such consent not to be unreasonably withheld. We shall not be liable for any admission, assumption, settlement offer or agreement, stipulation, or "claim expenses" to which we have not consented.
- D. We shall have the right to associate ourself in the defense and settlement of any "claim" that appears reasonably likely to involve this Coverage Part. We may make any investigation we deem appropriate in connection with any "claim". We may, with the written consent of the "insureds", settle any "claim" for a monetary amount that we deem reasonable.
- E. The "insureds" shall give to us all information and cooperation as we may reasonably request. However, if we are, in our sole discretion, able to determine coverage for cooperating "insureds", the failure of one "insured person" to cooperate with us shall not impact coverage provided to cooperating "insureds".
- F. With respect to a covered "claim" for which we do not have the duty to defend, we shall advance "claim expenses" in accordance with Section VIII I. that we believe to be covered under this Coverage Part until a different allocation is negotiated, arbitrated or judicially determined.

G. Required Notice to Us

As a condition precedent to coverage under this Coverage Part, the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

1. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or
 2. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;
- provided, however, that if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

However, with regard to any "employment practices claim" which is brought as a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document, as a condition precedent to coverage under this Coverage Part the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

3. if this Coverage Part is renewed, no more than 180 days after a "notice manager" becomes aware of such "claim"; or
 4. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or
 5. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;
- provided, if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

**H. Subrogation**

1. We shall be subrogated to all of the "insureds'" rights of recovery regarding any payment of "loss" by us under this Coverage Part. The "insureds" shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable us to effectively bring suit in the name of the "insureds". The "insureds" shall do nothing to prejudice our position or any potential or actual rights of recovery.
2. We shall not exercise our rights of subrogation against an "insured person" under this Coverage Part unless such "insured person" has:
 - a. obtained any personal profit, remuneration or advantage to which such "insured person" was not legally entitled, or
 - b. committed a criminal or deliberately fraudulent act or omission or any willful violation of law, if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

I. Allocation

Where "insureds" who are afforded coverage for a "claim" incur an amount consisting of both "loss" that is covered by this Coverage Part and also loss that is not covered by this Coverage Part, because such "claim" includes both covered and uncovered matters, then coverage shall apply as follows:

1. with respect to a covered "claim" for which we have the duty to defend:
 - a. 100% of the "insured's" "claim expenses" shall be allocated to covered "loss"; and
 - b. All other "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.
2. with respect to a covered "claim" for which we do not have the duty to defend, all "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.

SECTION IX - CONDITIONS**A. Coverage Part Priority; Headings**

If any provision in this Coverage Part is inconsistent or in conflict with the terms and conditions of any provisions in this Policy, the terms and conditions of this Coverage Part shall control only for purposes of determining coverage hereunder. The headings of the various sections of this Coverage Part are intended for reference only and shall not be part of the terms and conditions of coverage.

B. Notice Addresses

1. All notices to the "insureds" shall be sent to the first "named insured" at the address specified in the Declarations.
2. All notices to us shall be sent to the address specified in the Declarations. Any such notice shall be effective upon receipt by us at such address.

C. Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or "domestic partner" of an "insured person" for a "claim" made against such spouse or "domestic partner", provided that:

1. such "claim" arises solely out of:
 - a. such person's status as the spouse or "domestic partner" of an "insured person"; or
 - b. such spouse or "domestic partner's" ownership of property sought as recovery for a "wrongful act";
2. the "insured person" is named in such "claim" together with the spouse or "domestic partner"; and
3. coverage of the spouse or "domestic partner" shall be on the same terms and conditions, including any applicable Deductible, that applies to coverage of the "insured person" for such "claim".

No coverage shall apply to any "claim" for a "wrongful act" of such spouse or "domestic partner".

**D. Estates and Legal Representatives**

In the event of the death, incapacity or bankruptcy of an "insured person", any "claim" made against the estate, heirs, legal representatives or assigns of such "insured person" for a "wrongful act" of such "insured person" shall be deemed to be a "claim" made against such "insured person". No coverage shall apply to any "claim" for a "wrongful act" of such estate, heirs, legal representatives or assigns.

E. Minimum Standards

In the event that there is an inconsistency between:

1. the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Coverage Part), and
 2. any other term or condition of this Coverage Part,
- it is understood and agreed that, where permitted by law, we shall apply those terms and conditions of **1.** or **2.** above that are more favorable to the "insured".

F. Other Insurance

1. The coverage provided under this Coverage Part for any "employment practices claim" shall be primary.
2. Notwithstanding the above, the coverage provided under this Coverage Part for any "employment practices claim" made against a temporary, leased or loaned "employee" or an "independent contractor" shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such "claim", whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy number.

G. Interrelationship of Claims

All "claims" based upon, arising from or in any way related to the same "wrongful act" or "interrelated wrongful acts" shall be deemed to be a single "claim" for all purposes under this Coverage Part first made on the earliest date that:

1. any of such "claims" was first made, regardless of whether such date is before or during the "policy period";
2. notice of any "wrongful act" described above was given to us under this Coverage Part pursuant to Sections IV or VIII; or
3. notice of any "wrongful act" described above was given under any prior insurance policy.

H. Deductible Waiver

Regarding a "claim" that is a class action civil proceeding, no Deductible shall apply to "claim expenses" incurred in connection with such "claim", and we shall reimburse the "insureds" for any covered "claim expenses" paid by the "insureds" within the Deductible otherwise applicable to such "claim", if a:

1. final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or
 2. complete and final settlement with prejudice;
- establishes that none of the "insureds" in such "claim" are liable for any "loss".

I. Application

1. The "insureds" represent that the Declarations and statements contained in the "application" are true, accurate and complete. This Coverage Part is issued in reliance upon the "application".
2. If the "application" contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by us no coverage shall be afforded under this Coverage Part for any "insureds" who knew on the Effective Date of this Coverage Part of the facts that were so misrepresented, provided that:
 - a. knowledge possessed by any "insured person" shall not be imputed to any other "insured person"; and
 - b. knowledge possessed by any of your chief executive officer, general counsel, chief financial officer, human resources director or any position equivalent to the foregoing of the "named insured", or anyone signing the "application", shall be imputed to all "insured entities". No other person's knowledge shall be imputed to an "insured entity".



J. Changes in Exposure

1. Acquisitions or Created Subsidiaries

If, before or during the "policy period", any "insured entity" acquires or creates a "subsidiary", then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such acquisition or creation. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such acquisition or creation, or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such acquisition or creation, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the acquisition or creation as soon as practicable (but, in all cases, within ninety (90) days of such acquisition or creation). There shall be no coverage under any renewal or replacement of this Coverage Part for any such new "subsidiary" and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

2. Mergers

If, before or during the "policy period", any "insured entity" merges with another entity such that the "insured entity" is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such merger. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such merger or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any newly merged entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such merger, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the merger as soon as practicable (but, in all cases, within ninety (90) days of such merger). There shall be no coverage under any renewal or replacement of this Coverage Part for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

3. Takeover of Named Insured

If, before or during the "policy period":

- a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled and the entire premium for this Coverage Part shall be deemed fully earned. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

4. Loss of Subsidiary Status

If, before or during the "policy period", any entity ceases to be a "subsidiary", then coverage shall be available under this Coverage Part for such "subsidiary" and its "insured persons", but only for a "wrongful act" of such "insureds" occurring before such transaction. No coverage shall be available for any "wrongful act" of such "insureds" occurring after such transaction.



K. References To Laws

1. Wherever this Coverage Part mentions any law, including, without limitation, any statute, Act or Code of the United States, such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
2. Wherever this Coverage Part mentions any law or laws, including, without limitation, any statute, Act or Code of the United States, and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

L. Action Against Us

1. No action shall be taken against us unless there shall have been full compliance with all the terms and conditions of this Coverage Part.
2. No person or organization shall have any right under this Coverage Part to join us as a party to any "claim" against the "insureds" nor shall we be impleaded by the "insureds" in any such "claim".

M. Entire Agreement

This Coverage Part, the "application" and any written endorsements attached hereto, along with the Declarations constitute the entire agreement between you and us relating to this Coverage Part's insurance.

N. Bankruptcy or Insolvency

Bankruptcy or insolvency of any "insureds" shall not relieve us of any of our obligations under this Coverage Part.

O. Authorization of First Named Insured

The first "named insured" shall act on behalf of all "Insureds" with respect to all matters under this Coverage Part, including, without limitation, giving and receiving of notices regarding "claims", cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Coverage Part.

P. When We Do Not Renew

1. If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. Any state amendatory endorsement changing Nonrenewal Conditions for any part of this Policy shall also apply to this Coverage Part.



WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Exclusion **B.** in **SECTION III - EXCLUSIONS** is deleted and replaced by the following:

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;
2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or
3. any "wage and hour violation".

Provided, however, that this Exclusion B. shall not apply to that portion of "loss" that represents:

- a. a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation"; or
- b. "Claims expenses" incurred to defend a "wage and hour violation" referenced in sub-paragraph 3. above subject to a Sub-Limit of Liability of \$25,000 that is part of, and not in addition to, the Limits of Liability applicable to this Coverage Part (the Wage and Hour Defense Costs Sub-Limit). Moreover:
 1. SECTION VIII.I.2. of this Coverage Part notwithstanding, 100% of the "insured's" "claims expenses" covered pursuant to this sub-paragraph b. shall be allocated to covered "loss" until the Wage and Hour Defense Costs Sub-Limit is exhausted. Once the Wage and Hour Defense Costs Sub-Limit is exhausted, allocation shall continue in accordance with SECTION VIII.I.2.;
 2. the Wage and Hour Defense Costs Sub-Limit is available notwithstanding the fact that a "wage and hour violation" is not an "employment practices wrongful act"; and
 3. the Wage and Hour Defense Costs Sub-Limit is only available for "claim expenses" incurred to defend a "wage and hour violation" that occurred on or after the "retroactive date" and before the end of the "policy period", regardless of whether any such "claim" for a "wage and hour violation" is made during the "policy period" or the Extended Reporting Period, if applicable.

All other terms and conditions of this Coverage Part remain unchanged.



THIRD PARTY LIABILITY ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. SECTION I - INSURING AGREEMENT of this Coverage Part is amended to include the following:

Third Party Liability

We shall pay "loss" on behalf of the "insureds" resulting from a "third party claim" first made against the "insureds" during the "policy period" or the Extended Reporting Period, if applicable, for a "third party wrongful act" by the "insureds."

II. SECTION II - DEFINITIONS of this Coverage Part is amended in the following manner:

A. The definition of "claim" is amended to include the following:

"Claim" also means any "third party claim".

B. The definition of "wrongful act" is amended to include the following:

"Wrongful act" also means any actual or alleged "third party wrongful act".

C. The following definitions are added:

"Third party" means any natural person who is a customer, vendor, service provider or other business invitee of an "insured entity". "Third party" shall not include "employees".

"Third party claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;
2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
3. Formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of a "third party".

"Third party claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "third party claim" as described above. Such "claim" shall be commenced by the receipt of such request.

"Third party wrongful act" means:

1. discrimination against a "third party" based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state or local law; or
2. sexual harassment or other harassment of a "third party", including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature.

III. The following exclusion is added to **SECTION III - EXCLUSIONS**:

We shall not pay "loss" in connection with any "third party claim" based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



RETROACTIVE DATE ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. SECTION I - INSURING AGREEMENT of this Coverage Part is amended to include the following:

This Coverage Part applies only to "claims" for "wrongful acts" that occurred on or after the "retroactive date" set forth in the Declarations and before the end of the "policy period", regardless of whether such "claim" is made during the "policy period" or the Extended Reporting Period, if applicable.

II. The following definition is added to **SECTION II - DEFINITIONS** of this Coverage Part:

"Retroactive date" means the date specified in the Declarations. If no date is specified, the "retroactive date" will be the same as the Effective Date of this Coverage Part.

All other terms and conditions of this Coverage Part remain unchanged.



FLORIDA CHANGES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. SECTION II - DEFINITIONS

1. Item **A**, The definition of "application" is deleted and replaced with the following:
 - A.** "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.
2. Item **F**, the definition of "damages" is amended to include the following:

This Policy does not provide coverage for punitive or exemplary damages in the State of Florida; however, "loss" shall also include:

 - i.** vicarious liability for punitive or exemplary damages incurred by the "insured", but only to the extent that this Policy is construed by a court of competent jurisdiction, or an arbitration panel, pursuant to Florida law; or punitive or exemplary damages, but only to the extent (i) such damages are insurable under the law of any jurisdiction other than Florida that has a substantial relationship to the "insured", the "claim", us, or this Policy and is most favorable to the insurability of such damages, and (ii) that this Policy is construed by a court of competent jurisdiction, or an arbitration panel, pursuant to the laws of any jurisdiction other than Florida.
3. Item **H**., the definition of "domestic partner" is deleted. All appearances of the term "domestic partner" throughout this Coverage Part are also deemed deleted.

II. SECTION V - EXTENDED REPORTING PERIOD, Item **A**, is deleted and replaced with the following:

- A.** The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be a percentage of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



COMMON POLICY CONDITIONS

DECLARATIONS AND COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

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COMMON POLICY CONDITIONS

All coverages of this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for,
within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
 - (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.



B. CHANGES

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

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

E. INSPECTIONS AND SURVEYS

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

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

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



- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- 4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

J. PREMIUM AUDIT

- 1. We will compute all premiums for this Policy in accordance with our rules and rates.
- 2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Kevin Barnett, Secretary

M. Ross Fisher, President



FLORIDA CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following applies to Section A. CANCELLATION:

1. Paragraph 2. is deleted and replaced with the following:

a. Cancellation Of Policies In Effect For 90 Days Or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.

b. Cancellation Of Policies In Effect For More Than 90 Days

- (1) If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) The Policy was obtained by a material misstatement;
 - (c) In the event of failure to comply within 90 days after the effective date of coverage with underwriting requirements established by us before the effective date of coverage;
 - (d) A substantial change in the risk covered by the Policy; or
 - (e) The cancellation is for all insureds under such policies for a given class of insureds.
- (2) If we cancel this Policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph A.1.b.

2. Paragraph 3. is deleted and replaced by the following:

We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

3. Paragraph 5. is deleted and replaced by the following:

If this Policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be prorata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. The following provision is added:

NONRENEWAL

1. If we decide not to renew this Policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration date of the Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS

If you would like to present inquiries or obtain information about coverage or obtain assistance in resolving a complaint, please contact YOUR HARTFORD AGENT, or you may contact The Hartford at the number stated below.

SERVICING OFFICE:

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

THE HARTFORD COMPANY: AMWINS ACCESS INS SERVICES LLC

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE BE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

POLICY NUMBER: 57 SBM BD100L

SCHEDULE

Terrorism Premium:

\$5

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions.

F. All other terms and conditions remain the same.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



GOODS AND SERVICES ENDORSEMENT

We may offer or make “goods or services” available to you through this underwriting company, a non-insurer subsidiary, or unaffiliated third parties as a part of this policy. The “goods or services” may be provided for a charge, at a discount, on a subsidized basis, or free of charge. In some cases, we may receive a fee from the unaffiliated third parties that provide “goods or services”. We do not warrant or guarantee the “goods or services” provided by third parties, and such third parties shall be solely liable and responsible for the “goods or services” they provide. The “goods or services” offered or made available by us may be modified or discontinued at any time.

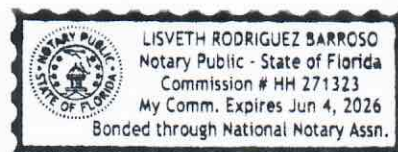
“Goods or services” means goods, products or services, including but not limited to risk mitigation, safety, and/or loss prevention services or equipment.

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]Title: [Signature]State of Florida County of Miami-DadeThe foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 9th day of April, 2024.By Vivian Olodun AndersonPersonally known [Signature] OR produced identification ☒

Notary Public

My Commission Expires Jun 4, 2026

RFP NO: 24-0410100

Public Relations and Marketing Consultant

The City of Opa-Locka

Company Name

VIVIAN OLODUN LLC DBA FLOURISH MEDIA

Company Type

Limited Liability Company

Address:

253 NE 2nd Street 4508

Miami, FL 33132

Telephone: (661) 406-4705

Primary Contact

Vivian Olodun

Email: mail@flourishmediaco.com

Submission Deadline:

Wednesday, April 10th, 2024, 2:00pmET

SECTION 1: EXECUTIVE SUMMARY

Thank you for presenting Flourish Media with the opportunity to deliver an exceptional service to the City of Opa-Locka. Flourish Media has an outstanding track record of delivering marketing services since 2015. Vivian Olodun, LLC dba Flourish Media has been in operation for nine years with a base team of 35. We are confident in our ability to execute and provide a cost-effective solution that exceeds all your requirements.

Flourish Media is based in Miami, Florida, and has consistently delivered professional marketing services since our inception. We have built a reputation and performance that surpasses our competitors exponentially. Our clients know us as experts and refer to us as a one-source solution. The City of Opa-Locka can always count on Flourish Media to exceed every requirement and perform the work expeditiously.

Our processes and methods give us a strategic advantage in our cost structure, making it possible to deliver a cost-effective solution. Since the services requested fall in our wheelhouse, we have the past performance to deliver an exceptional solution. We are also 100% confident in our ability to deliver a risk-averse solution to your organization.

Our staff consists of well-trained subject matter experts dedicated to exceeding all expectations, meeting all deadlines and requirements. We follow all rules and regulations, policies, and procedures, which ultimately deliver outstanding results while ensuring compliance. Should the City of Opa-Locka choose to work with Flourish Media, you can be rest assured all the requirements within this RFP will be delivered strictly according to the scope of work on time and budget. Working with us is not only a choice but an honor and a relief to know that everything will be completed according to plan.

Also, we are a Miami-Dade registered certified small business and federally registered women and minority-owned small business with a strong focus on hospitality. We have the technical capabilities, experience, and highly qualified operational team to support your efforts indefinitely. We are here to deliver an exceptional service that supports the City of Opa-Locka and its mission. We genuinely look forward to being a value-adding vendor when a need arises.

Sincerely,

Vivian Olodun

President

SECTION 2: COMPANY, STAFF & TEAM QUALIFICATIONS

Flourish Media will make six subject matter experts available to the City of Opa Locka account. The six experts have existing teams to support and ensure every requirement is met according to the scope of work outlined in the solicitation.

Flourish Media's Public Relations Director is the lead consultant on this RFP. Clients have the instant advantage of working with a team who have extensive experience. The City of Opa-Locka should select a vendor in this role who has a heart for the culture in South Florida but a global perspective.

The team of six consists of:

- Public Relations Director
- Account Manager
- Project Manager
- Marketing Manager
- Creative Director
- Media Buyer

Below are the breakdown of key personnel and experience.

Public Relations Director

The Public Relations Director is a position that is available to the City of Opa Locka in accordance with the scope of work. The person in this role is responsible for writing press releases, communicating with the media and coordinating opportunities to amplify the client's message and/or activities. The person in this role works closely with the Project Manager and gathers information from the Creative Team to portray the clients in the best light publicly. The person in this position has crisis management expertise. The person in this role has twenty years of experience.

Account Manager

Flourish Media's Account Manager is the on-site consultant who will act as the key point of contact for client projects. The person in this role is responsible for communicating the client's needs to the internal team and carrying out tasks for the client. The Account Manager/consultant is present for regularly scheduled meetings and reporting service outcomes to the City of Opa-Locka. They will also oversee all internal and public presentations required by the RFP. The Account Manager is supported by a Brand Strategist who has previous experience in both consulting and media as an executive team member. The Brand Strategist has 20 plus years of experience in operations, advertising and marketing working with global brands similar to the scope and size of this RFP. In previous roles, the brand strategist has led large teams, overseen \$1-Billion in media, and delivered over 200 media campaigns annually.

The Account Manager and Brand Strategist will oversee a team of Administrative Assistants and Marketing Specialists. They will also lead the overall strategy, development, and execution of

innovative marketing campaigns across various platforms including social media, digital advertising, and out-of-home materials. Responsibilities will include crafting comprehensive strategies, analyzing data to optimize campaign performance, and fostering a culture of creativity and collaboration within the team.

Project Manager:

Flourish Media's Project Manager collaborates with the Account Manager/Brand Strategist. This organizational structure allows flexibility in handling multiple projects at the same time. The Project Manager manages the team assigned to the project to ensure creative professionals and third-party vendors are on task and on track to deliver exceptional service while meeting every requirement. The Project Manager will manage the internal staff but does not often connect with the client directly. The person in this role started their career at The Workshop Collective ten years ago. Having started their career at The Workshop Collective over ten years ago, they returned in 2020 to help oversee daily operations as well as take on the role as liaison between the client and creative team. The Project Manager has extensive hospitality experience working with The Miami Beach EDITION Hotel, Nobu Hotel Miami, Hotel Joaquin Laguna Beach, East Miami, Fontainebleau Aviation, Brightline, Life House Hotels, Turnberry Isle, The W Hotel Miami, and The Art of Banksy.

Marketing Manager:

Flourish Media Marketing Manager is responsible for public communication on behalf of the client. In this role the Marketing manager will work in tandem with the Project Manager to ensure messaging is in-line with the omnipresent marketing campaign for the City of Opa-Locka.

The Marketing Manager was essential when working on materials for the Women's World Cup 2019. Items were required at the sports arena that met regulations in Jamaica, the United States, South Africa, and France. Flourish Media's Marketing Manager proved to be an essential member of the team helping Flourish Media host more than (30) events across the nation in 2019. Our Marketing Manager is a shining achievement in training large organizations how to use social media more effectively to build or to share messaging that best portrays the client's core value.

The Marketing Manager will create the strategic plan to support the Public Relations Director. The Marketing Manager oversees the coordinators' team, which delivers benchmarks daily.

Creative Director:

Flourish Media's Creative Director oversees visual content as outlined by the client. The Creative Director works in collaboration with the Project Manager and Marketing Manager to align with the client's brand identity standard and messaging. Their duties include working with the creative team to design captivating graphics, videos, and website designs. Their main goal is to ensure our visuals align with the City of Opa-Locka and bring to life its visual campaigns. The individual in this role has fifteen years of experience and has left an ample footprint all over South Florida's hospitality scene.

The creative team is led by two seasoned Graphic Designers, an Illustrator, and our Creative Director of Video production.

The Senior Graphic Designer has seventeen years of experience working on brands like Caterpillar, Skyline, Savannah Art & Design, Sysco, and Citrix.

The Second Lead Graphic Designer has been the creative force behind some of the more recognizable brands and campaigns that have come out of the company including PGA Resort and Spa, The Miami Beach EDITION Hotel, Barry's Bootcamp, and Another Wing. Their role as a Second Lead Designer is to oversee and manage all aspects of the design process.

The Lead Illustrator has a knack for conceptualizing and creating brand identities and original illustrations. They have been the lead Illustrator for such clients as The Setai Hotel and The Diplomat Resort. Like the Second Lead Designer, the Lead Illustrator's role is to oversee and manage all aspects of the design process.

The Senior Video Producer is an esteemed video editor and director. Their skill set is in Adobe Premiere Pro, After Effects, Unreal Engine 5, and the Canon cinema cameras. Their portfolio includes Barry's Bootcamp, New Era Cap, Faena Miami Beach, and Ford Motor Company.

Media Buyer:

Our Media Buyer is the brains behind all our paid advertising campaigns. Their job description is to place visuals and messages in front of our ideal market through paid advertising and search to generate the highest ROI. Our Media Buyer has eighteen years of experience. Publix brand is one of many highly recognizable companies that spend \$300 million dollars on paid advertising. The person in this role has personally managed total ad spends exceeding \$4 Million on behalf of clients. When the City of Opa-Locka decides to leverage paid advertising to increase reach and engagement, our media buyer will deliver outstanding results.

SECTION 3: QUALIFICATIONS/RELATED EXPERIENCE

Flourish Media has extensive experience in public relations, event marketing, promotions, and media planning including buying and designing marketing campaigns. Flourish Media's seasoned team is known for implementing management control processes, creating strategic plans, authoring brochures and reports, creating mathematical and economic impact analysis, along with any other creative task required for highly effective advertising services. We have also performed financial analysis to evaluate projects, budgets, and other finance-related transactions to determine their performance and suitability.

Because of Flourish Media's experience and understanding of media buying and marketing planning, operations, capital resources, human resources, finance, sponsorship, and promotions, we have the required techniques and processes to leverage media buying and public relations to achieve our desired outcome. Flourish Media regularly deploys public relations to amplify our messaging for client events in entertainment, art, cultural and historic experiences. Our knowledge and experience in tourism and cultural events provides clients with peace of mind. We will also establish and maintain working relationships with employees, business representatives, the public and other officials to achieve a successful marketing campaign for all projects required by the RFP. The relationship we continued to maintain with The EDITION Hotel on Miami Beach, FL, Nobu Hotel Miami, Fontainebleau Aviation, Brightline, Turnberry Isle, and The Art of Banksy are all examples of the results that the City of Opa-Locka can look forward to.

Flourish Media will leverage our experience to formulate recommendations, analyze information and use independent judgment to create desired outcomes for the City of Opa Locka. We will execute and coordinate work with the City of Opa-Locka to ensure all stakeholders and staff members are on the same page and aligned with the mission.

Flourish Media has a professional demeanor at all times. Flourish Media staff hold advanced university degrees including: a PhD in Education, Masters in Public Administration, and a collection of Bachelors' degrees in fields such as communications, business and marketing. Prior work experience building campaigns for Miami-Dade County, NGOs, Viacom, Sysco, Walt Disney World, UniVision Communications, Publix, The Greater Miami Convention and Visitors Bureau and Visit Orlando. We train our personnel to pay attention to the details, write concisely, listen carefully, and to speak clearly especially during public and internal presentations. We are well versed in all Adobe Suite, Google Suite, Secure Email Systems, Quickbooks, research and reporting.

Something worth noting about Flourish Media is that we are experienced in Public Relations during an election year in which changes happen frequently without notice. For that reason Flourish Media has adapted Media Insurance as well as protocol to respond quickly in the event of unforeseen global changes as a result of our learning during the global pandemic. We believe that our commitment to protecting our clients by investing in Media Insurance and SOP's puts us

at a strong advantage over any other vendor. Our team speaks multiple languages that connect with the demographic found in the City of Opa-Locka.

Overall, Flourish Media has the experience, capabilities and desire to deliver an excellent solution to the City of Opa-Locka. Our team is ready to exceed all expectations required by this RFP.

Collectively, Flourish Media has a combined over 50+ years of experience providing marketing and advertising services. Our team is local to South Florida. We've worked with companies like The Alacran Foundation, Kreyole Essence, Greater Miami Convention and Visitor Bureau, and the Florida State Minority Supplier Development Council. We were also responsible for the marketing campaign that brought global awareness to Jamaican citizens located around the world. Securing press, creating visual collateral, and media training to the professional athletes on the Reggae Girlz, the Jamaican Women's national football team.

Based in Miami, Florida, Flourish Media is uniquely familiar with tourism and hospitality globally.

Notable contracts include:

Recurring social media training programs designed for the Greater Miami Visitors and Convention Bureau for travel and hospitality small businesses in South Florida who want to attract foreign customers online.

Flourish Media also managed marketing for the Reggae Girlz, Jamaica's Women Soccer Team for the World Cup in France in 2019. This is Flourish Media's most significant, sporting project to date.

Publix, the beloved grocery chain, executes custom-targeted weekly BOGO (Buy One Get One) campaigns, investing over \$3 million annually, equivalent to \$57,000 per week, on strategic paid media buys. Through astute optimization techniques, Flourish Media's esteemed paid media buyers have delivered compelling messages to the right audience at the right time, driving engagement and sales. The results speak volumes: a staggering 276 million impressions garnered and an impressive 60% return on investment (ROI).

In Q4 2023 Flourish Media effectively introduced MSC Cruises, the leading privately held Swiss-based shipping and logistics company headquartered in Geneva, Switzerland, to North American markets, solidifying its presence and resonance in the region via social media marketing. Flourish Media's performance marketing team played an instrumental role in bolstering MSC Cruises' newly launched social media channels to the US-based market, which experienced a remarkable growth of 700,000 net new followers by the close of 2023. Collaborating closely with MSC Cruises' in-house marketing and creative team, Flourish Media spearheaded a dynamic content creation strategy aimed at aligning with paid media buys. This collaborative effort ensured that the content resonated with the target audience and reflected MSC Cruises' brand identity seamlessly. Leveraging hyper-focused targeting techniques,

Flourish Media orchestrated social ad placements that precisely reached the ideal users' feeds, maximizing visibility and engagement.

Flourish Media creative team embarked on an impactful project with The Miami Beach EDITION, showcasing its expertise in graphic design services to elevate the brand presence of its onsite venues. Notably, Flourish Media crafted captivating branding for Basement, the hotel's renowned nightclub, and Tropicale, its vibrant poolside bar, infusing each with a distinct identity reflective of the Miami Beach EDITION's upscale ambiance. As a result of this collaborative partnership, The Miami Beach EDITION has solidified its position as one of the most sought-after destinations for both visitors and locals alike.

REFERENCES

Hospitality Company: The Miami Beach EDITION

Contact Person: Maile Gamez

Title: Director of Culture and Entertainment

Phone Number: (305) 775-2939

Project Description: Branding and Graphic Design

Date of Project: Ongoing

Government/Company: Florida International University Engagement

Contact Person: Kanasha Paul

Title: Director of Venture Miami Opportunity Program

Phone Number: 786-380-3850

Project Description: Flourish Media Conference

Date of Project: February 2022

Government/Company: Televisa/Univision

Contact Person: Silvia Garcia

Title: Senior Vice President Audience Engagement & Growth

Phone Number: 305-497-2016

Project Description: Premios Juventude 2021 and Vix product launch

Date of Project: Aug 2020 - March 2022

SECTION 4: APPROACH TO SERVE

Flourish Media possesses an in-depth understanding of the City of Opa-Locka. Leveraging our expertise in Creative Brand Development & Production Services, we will craft a brand and marketing strategy tailored to resonate with both domestic and international audiences.

Flourish Media has a proven process for supporting clients and executing campaigns. Clients are brought on with a strategic process called a 13-Point Assessment. This is a questionnaire given to clients to deepen our overall understanding of the campaign's objectives.

This process allows us to understand the inner workings of our client's team, vendors, and resources. By applying our 13-point assessment process we hold a full understanding of the client's past successes, pain points, and opportunities to implement systems to improve the client's outcome.

After the 13-Point Assessment, we create an action plan which is assigned to each member of the client's support team. The City of Opa Locka support team is indicated in Section 2 as the Public Relations Director, Account Manager, Project Manager, Marketing Manager, Creative Director, and Media Buyer. These six leading positions have support teams and administrative staff dedicated to the City of Opa Locka. Our experiences have shown assigning teams with dedicated areas of focus with a management staff member to oversee day-to-day creates an integrated checks and balances which our clients value.

The support staff and administrative teams report to the key leadership positions who in return report to the client. Flourish Media values environmentally friendly practices and engages in tech solutions where possible.

The message we intend to convey is to portray the City of Opa-Locka as a dynamic cityscape with a vibrant and deep culture where you can truly live life to the fullest.

After the 13-Point Assessment and reviewing the archive of materials, we will create an action plan to include public relations tools such as photoshoots, video productions, social media campaigns, influencer campaigns, live activations, as well as placements across the city during trade shows, holidays, and paid advertising to showcase strategies available to the City of Opa-Locka.

From concept to execution, we will produce captivating marketing strategies, utilizing previous experience, relationships, and media outlets including social media to authentically showcase the City of Opa-Locka's story. Our commitment to transparent Communication and Reports ensures regular updates and comprehensive insights into the efficacy of our media strategies, driving increased website traffic, brand awareness, and visitor intent.

As stewards of Public Relations and Marketing Consulting Services for City of Opa-Locka digital assets, our Account Maintenance team will deliver services as a resource to create a plan for seamless coordination and support across all marketing channels, ensuring the smooth execution of every campaign. Our seasoned Media Planning experts will craft a dynamic,

research-driven media plan to target key audiences, negotiate strategic advertising buys, and amplify the City of Opa Locka's message.

Additionally, we offer optional services such as social media management, public relations, immersive media experiences, and consumer events to further enhance marketing efforts. Beyond traditional channels, our expertise extends to Website Design & Tradeshow Exhibit Planning, ensuring a seamless and immersive brand experience.

In conclusion, Flourish Media is more than a marketing agency; we are strategic partners committed to the success of the City of Opa-Locka. With our blend of creativity, expertise, and dedication, we will elevate the city's brand, driving increased tourism, economic growth, and community pride. Together, let's *flourish*.

SECTION 5: PRICING PROPOSAL

60% Supervision [\$81,000]

Description	Qty	Units	Team Rate	Team Size	Amount
Public Relations Director	220	Day	\$230	1-2	\$50,600.00
Account Manager	220	Day	\$74	1-2	\$16,280.00
Project Manager	180	Day	\$70	1	\$12,600.00
Creative Director	0	Day	\$75	3 - 7	\$0
Media Buyer	0	Day	\$75	3 - 6	\$0
			Estimate A	16 - 35	\$79,480.00

10% Production [\$13,500]

Description	Qty	Units	Team Rate	Reports to	Amount
Copywriters	12	Months	\$665	PR / Project Manager	\$7,980
Designers	48	Day	\$115	Creative Director	\$5,520
Production Artists	0	Day	\$75	Project Manager	\$0
Video Crew / Editors / Website Developers	0	Day	\$450	Creative Director	\$0
Paid Ads	0	Months	\$75	Media Buyer	\$0
				Estimate B	\$13,500

10% Materials [\$13,500] | 5% Contingency [\$7,500]

Description	Qty	Units	Team Rate	Reports to	Amount
Administrative / Tech	12	Allow	\$280	Account Manager	\$3,360.00
Logistics / Printing	12	Allow	\$280	Project Manager	\$3,360.00

Digital Assets / Events	12	Allow	\$280	Media Buyer	\$3,360.00
Travel / On-Site Items	12	Allow	\$280	PR / Project Manager	\$3,360.00
Contingency	12	Month	\$625	Account Manager	\$7,500
				Estimate C	\$20,940.00

Description	Amount	
Creative Supervision Estimate A		\$79,480.00
Paid Ads/Production Estimate B		\$13,500.00
Materials / Contingency Estimate C		\$20,940.00
Paid Ads - Optional		\$5,000.000
	Subtotal	\$118,930.00
	Profit 15%	\$17,838.00
	Grand Total	\$136,758.00

ALTERNATIVE PRICING WITH INCREASED PAID ADS	Amount	
Supervision		\$79,480.00
Production		\$13,500.00
Materials		\$20,940.00
Reimbursable Expenses Reserves		\$5,000.00
Paid Ads		\$7,500.00
	Profit 15%	\$18,963.00
	Total	\$145,383.00

SECTION 6: REFERENCES

Contact Name: Maile Gamez, Director of Culture and Entertainment, Miami Beach EDITION

Address: 2901 Collins Ave, Miami Beach, FL 33140

Phone number: (305) 775-2939

Length of service: Ongoing

We have worked with Maile Gamez, Director of Culture and Entertainment for The Miami Beach EDITION to produce graphic design services and to create the branding for their onsite nightclub, Basement, and their poolside bar, Tropicale, as well as their self-produced beer. We were contracted to provide ongoing supportive design such as calendar creation and event flyers. Due to our support, the EDITION has become one of the most frequented hotels by both visitors and locals.

Contact Name: Saad Rawala, Director of Digital Investment at 22squared, Inc. *Paid Media Agency of Record for Publix Super Markets*

Address: 1170 Peachtree St. NE Suite 1400 Atlanta GA 30309 United States

Contact: saad.rawala@22squared.com, (813) 537- 2979

Length of service: 12 months

In collaboration with 22Squared, Inc. the agency of record for Publix Super Markets Inc for 20+ years, we embarked on a strategic initiative to enhance Publix brand presence and engagement through targeted paid social media advertising campaigns. Leveraging platforms such as Facebook, Instagram, Pinterest, LinkedIn, and Snapchat, we aimed to amplify Publix's reach and impact across various campaigns, including the weekly BOGO promotions, Grand Openings for newly renovated stores, and omnichannel initiatives.

Recently, we collaborated with Publix on several holiday-themed paid media campaigns aimed at positioning Publix as the go-to destination for all family holiday gatherings, from catering to cooking essentials. By leveraging captivating creatives and strategic ad placements, we successfully generated over 2 million impressions in Q4 2023, significantly amplifying Publix's brand visibility and affinity during the festive season.

WORK SAMPLES FOR CONSIDERATION

**All attachments after this page*

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Vivian Olodun AndersonAddress: 253 NE 2nd Street 4508City, State, Zip: Miami, FL 33132 Phone/Fax: 661-406-47052. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: April 2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Vivian Olodun AndersonApril 2016

6. The length of time in business: 8 years

7. The length of time (continuous) in business as a service organization in Florida:

8 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

WCA

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$8500.00

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10 DAY OF April, 2024

BID SUBMITTED BY:

Flourish Media
Company

661-406-4705
Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

CEO
Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

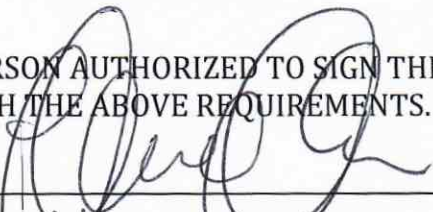
that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name


Vilian Olofin Andersen

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date _____

Signature _____

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

Signature

CEO, Villian Clayton Andersen
Print Name and Title

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

UOA

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: Vivian Olofin Anderson

Title: _____

Date: _____

RFP 24-0410100

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]

Title: [Signature]

State of Florida County of Miami-Dade

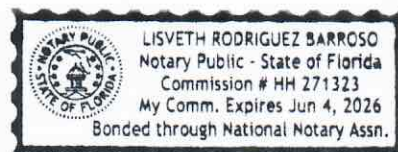
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 9th day of April, 2024.

By Vivian Olodun Anderson

Personally known [Signature] OR produced identification ☒

Notary Public

My Commission Expires Jun 4, 2026



2024



FLOURISH MEDIA

WORK SAMPLES

WWW.FLOURISHMEDIACO.COM

2024

SOCIAL MEDIA GUIDE

for small business

create a powerful, hyper-engaged
social media following



by: FLOURISH

MEDIA CONFERENCE: WHERE WOMEN DO BUSINESS

Page 267 of 1075

It's 2023, and you know what that means!

We are back new and improved with up-to-date resources and graphics. When you know better you do better. Clearly, you are ready to take your new company or existing business to the next level. Here are some field-tested tips and tricks to grow your social media presence.

The information included in this guide has been curated from some of our favorite resources!

Here is a list of all the resources used in this guide:

Google
YouTube
Facebook
Twitter
Instagram
Cisco
Linkedin
Pinterest
Snapchat
Word Stream
Post Cron
TikTok
Statista
Clubhouse
FlourishMedia.org
VivianOlodun.com
TracyTimberlakeonline.com

With **[Infographics & statistics]** from sproutsocial.com

FLOURISH IN 4 EASY STEPS

WHAT CAN MY BUSINESS DO TODAY TO GROW OUR SOCIAL MEDIA?



1. START USING VIDEO!

Video is the most effective form of social media content. 82% of all online traffic is video. On average, according to Hubspot, businesses publish 18 videos each month. Social video garners 1200% more shares than text and images combined. In 2022, 86 percent of businesses use video as a marketing tool. [FlourishMediaCo.com](https://flourishmedia.co) provides professional video services customized for social media marketing. Ask about our FREE video services available ONLY to Flourish Media clients.



2. ENGAGE WITH YOUR AUDIENCE

Social media is “social.” We know...mind-blowing. Both Facebook & Instagram reward pages that engage their audiences by “boosting” their reach. This means commenting on posts from your audience. “Liking” comments from your connections will result in more eyes seeing your activity without spending extra dollars. Equally important is the frequency of your post. “Regular” depends on your brand. Our Instagram page @FlourishMediaCo, posts daily, once every other week on YouTube & Facebook. @VivianOlo Facebook page posts are several days per week. Frequency should increase not decrease. Start small and adjust as needed.



3. RESEARCH PARTNERSHIPS

Chances are there are businesses out there that share your audience and band culture. Selling Real Estate? Partner with a Title Company for a picture contest #MyDreamHome. Fitness professional? Partner with a meal plan company or local healthy restaurant #EatClean. Beauty Stylist? Partner with a popular YouTube Vlogger for social media exposure #BeautyCare. Marketing partnerships are tailor-made for social media success. Not only are you engaging your audience but you are harvesting new audience members...see what we did there? Harvest| Marketing packages are available through [FlourishMediaCo.com](https://flourishmedia.co) for growing businesses looking to optimize their exposure.



4. MEASURE SUCCESS AND HAVE A PLAN TO REVISE

Flourishing looks different in each business plan. What are your business measurements for social media success? Likes? Followers? Conversion rates? Sales? A great way to track activity is to use a media management tool. Facebook & Instagram (which is owned by Meta) are unique in that Facebook provides plenty of useful data to track success. Leading third-party tools are SproutSocial.com, HootSuite.com, Inconosquare.com, EveryPost.com, and Bitly.com. Flourish Media One-On-One Consulting packages are designed for established brands looking to boost brand recognition.

DOES MY BUSINESS NEED TO BE ON EVERY SOCIAL MEDIA PLATFORM?

Short answer: No. Like any seed, your business ideas are packed with potential. Whether your business provides a product or a service you need to identify the environment where your business has the best potential to grow.



Careful not to over water- Talk to your audience

Believe it or not you can overshare on social media. Communicate in the form of a conversation. Do not speak AT your audience speak WITH your audience. Think back to your own social media page, think of that person you are connected with who shares his or her daily activities from breakfast, lunch, dinner, self-loathing emotional breakdowns to unsolicited advice about dieting or political views. Best advice: Do not allow your business to become THAT annoying voice to your audience.

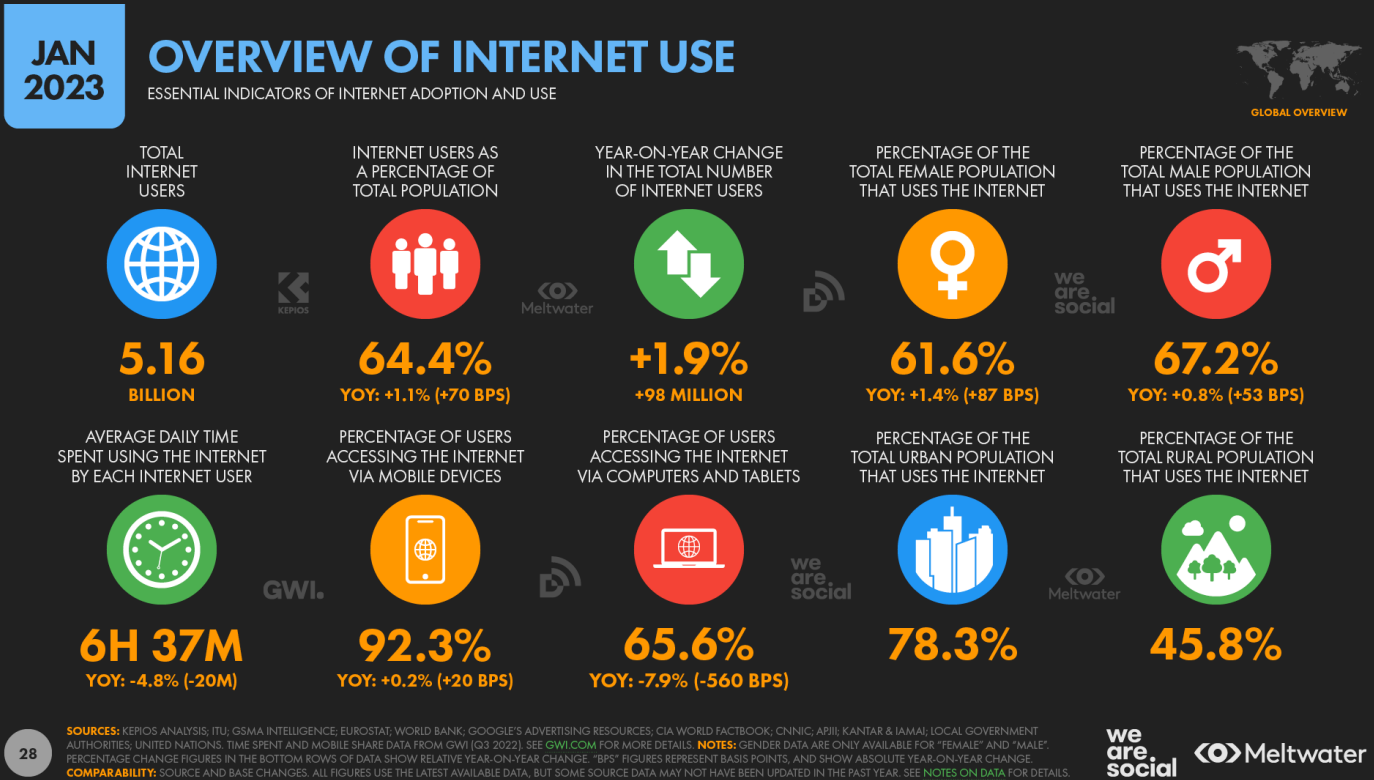
Prune regularly - Stay on message

70% of your social content should be helpful, useful, and/or entertaining to your audience. 20% is about how your product or service adds value to your audience. 10% is direct sales. Stay active but do not rush. You are nurturing a relationship with each member of your audience through each post, share, like, and comment. Growth takes time.

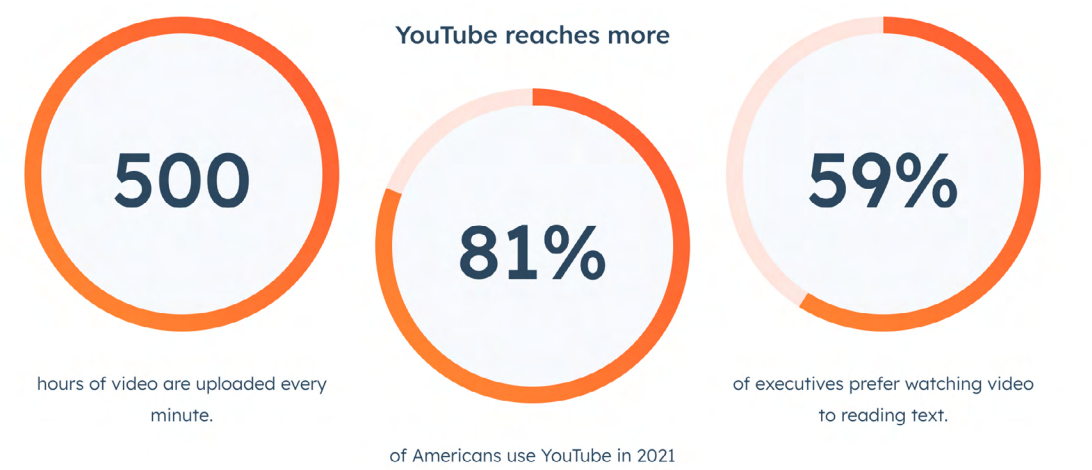
Look for nutrient rich soil - Go where YOUR people are



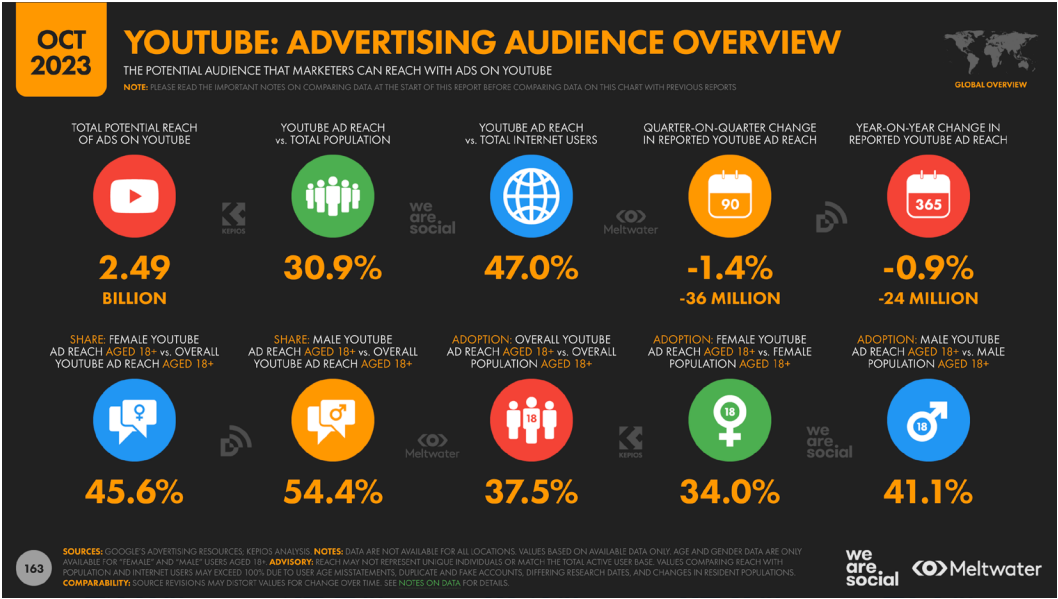
Overview of Internet Use



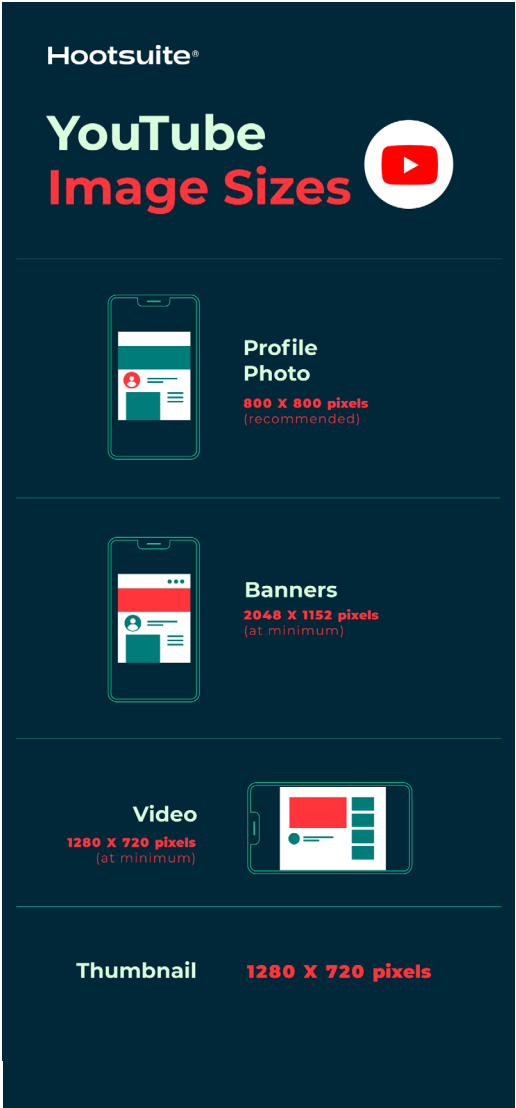
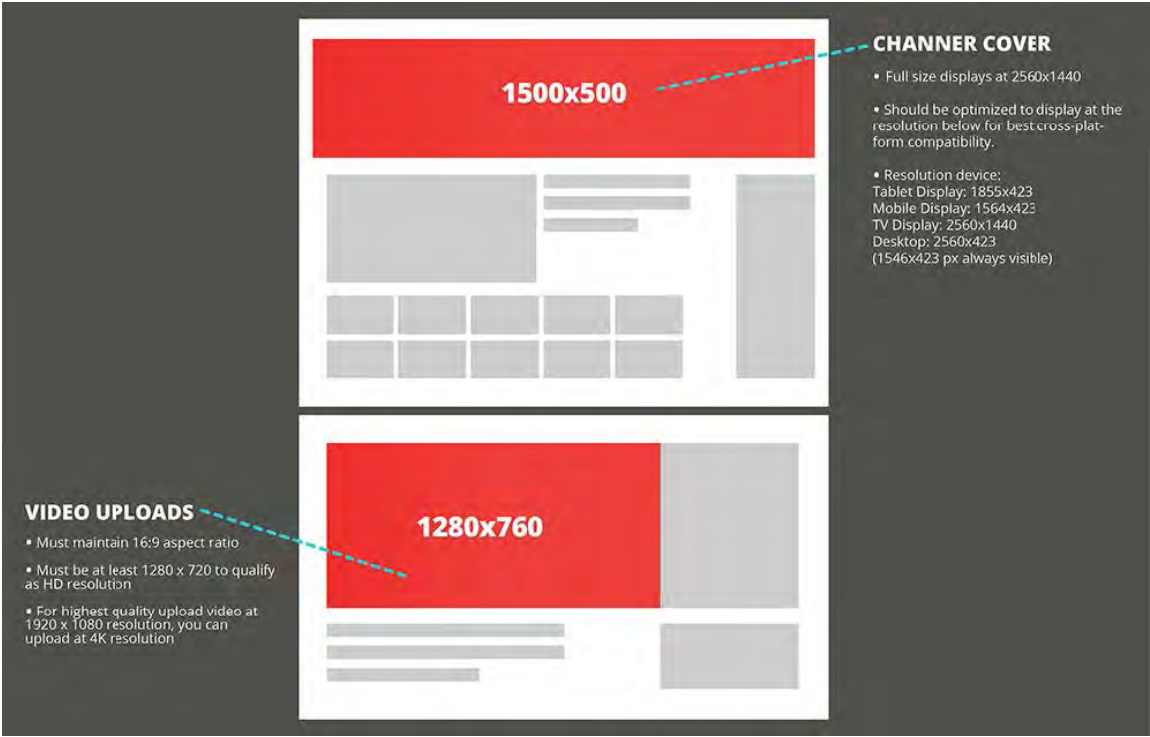
YOUTUBE



YouTube – [2,700,000,000 people use YouTube](#). Meaning 1 in 4 people in the world could potentially have access to your brand. Looking for a controlled audience? YouTube is it! [500 hours of video are uploaded to YouTube every minute](#). 1 billion hours of video are watched on YouTube every single day. 90% of YouTube videos are views from outside the United States. More than half of YouTube videos are watched from mobile devices.

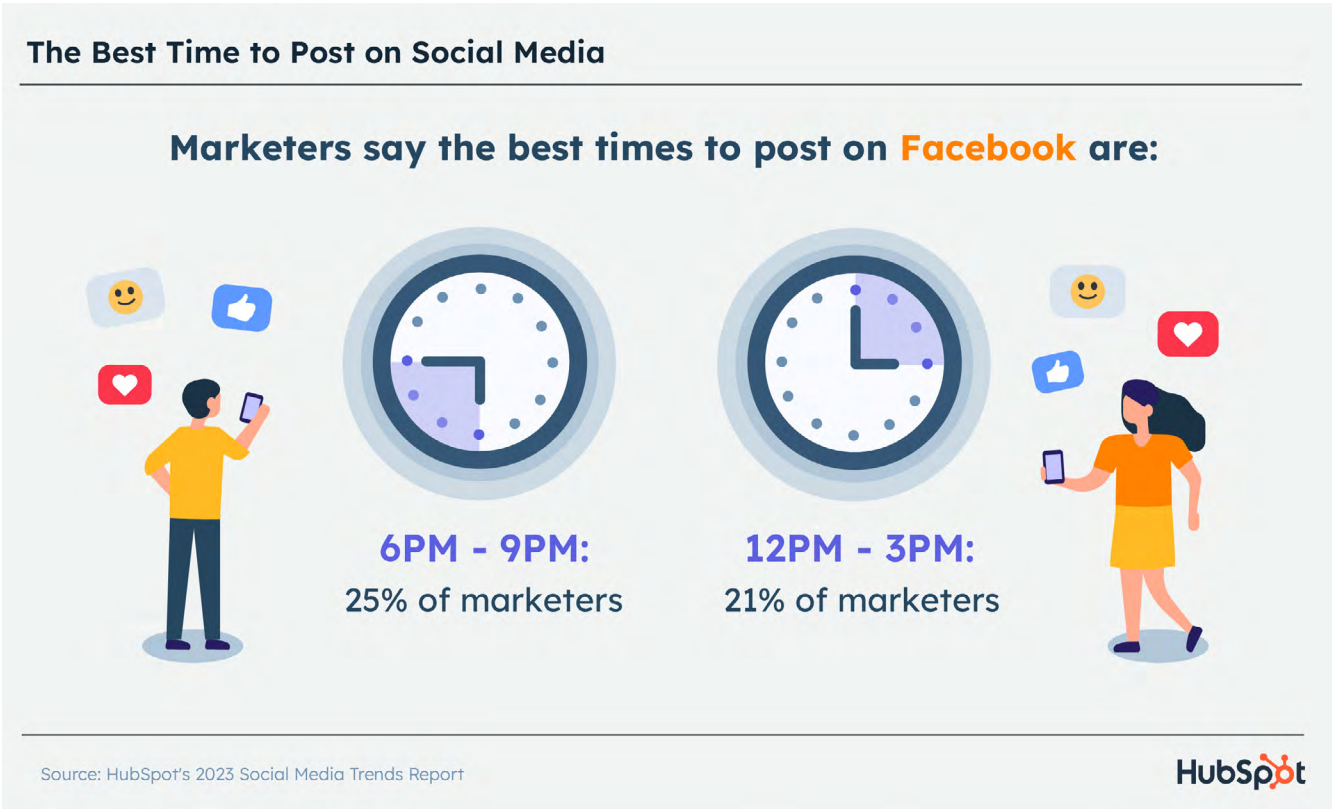


YOUTUBE



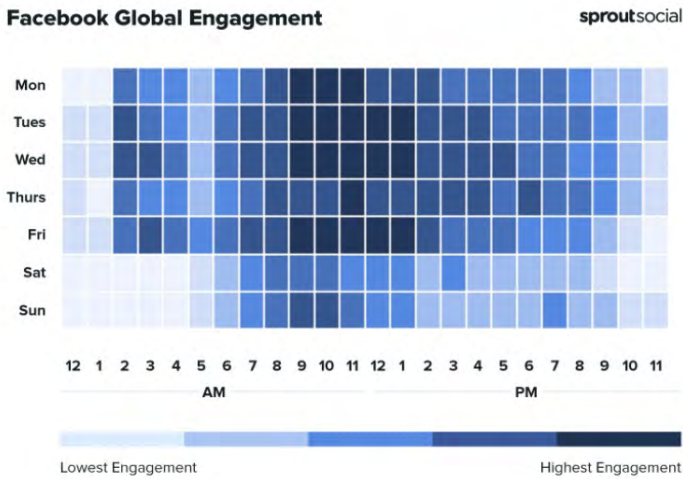
- Video Uploads 1280 x720 min and 3840 x 2160 max
- Channel Cover Photo 2560 x 1440
- Video Thumbnails 1280 x 720
- HD videos are 720p, 1080p, or 1440p
- Aspect Ratio is 16:9 (640 X 480, 1280 X 720, 1920 X 1080)
- YouTube provides a music library through Your Channel > Manage Videos > Audio Library
- YouTube is capable of hosting LIVE streaming
- YouTube videos can be downloaded
- Google owns YouTube
- Monetization is available through Ads, Channel memberships, Shopping, Merch shelf, Super Chat, Super Stickers, and Super Thanks, YouTube Premium Revenue
- YouTube has introduced short-form video content known as [YouTube Shorts](#). These videos are up to 60 seconds long and edited within the app or uploaded as pre-recorded content.

META (FORMERLY KNOWN AS FACEBOOK)

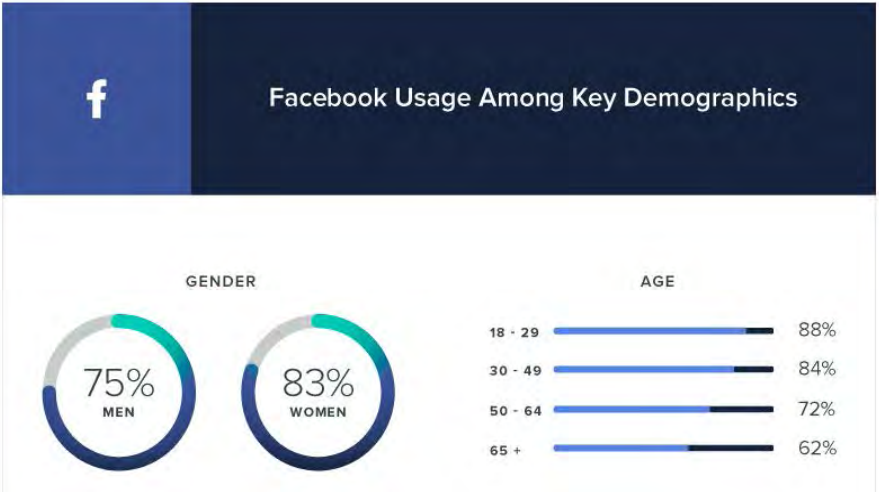


Meta – Formally known as Facebook, worldwide there are over [3.05 billion monthly](#) active Facebook users which is an increase year over year). Facebook is throwing a party, everyone is invited, and sharing cat videos is too good to miss. [86% of internet users](#) with \$100k+ income use Facebook. [98% are mobile active](#) users or known as (MAU).

Make sure your content shares easily with this dominating demographic. [Ages 25-34](#), are the most common age demographics (Source: Sprout Social). Generations Z & Millennials! Key demographics for many businesses looking to tap into the spending power of young adults. Meta users are [44% Female](#) and [56% Male](#).



META (FORMERLY KNOWN AS FACEBOOK)

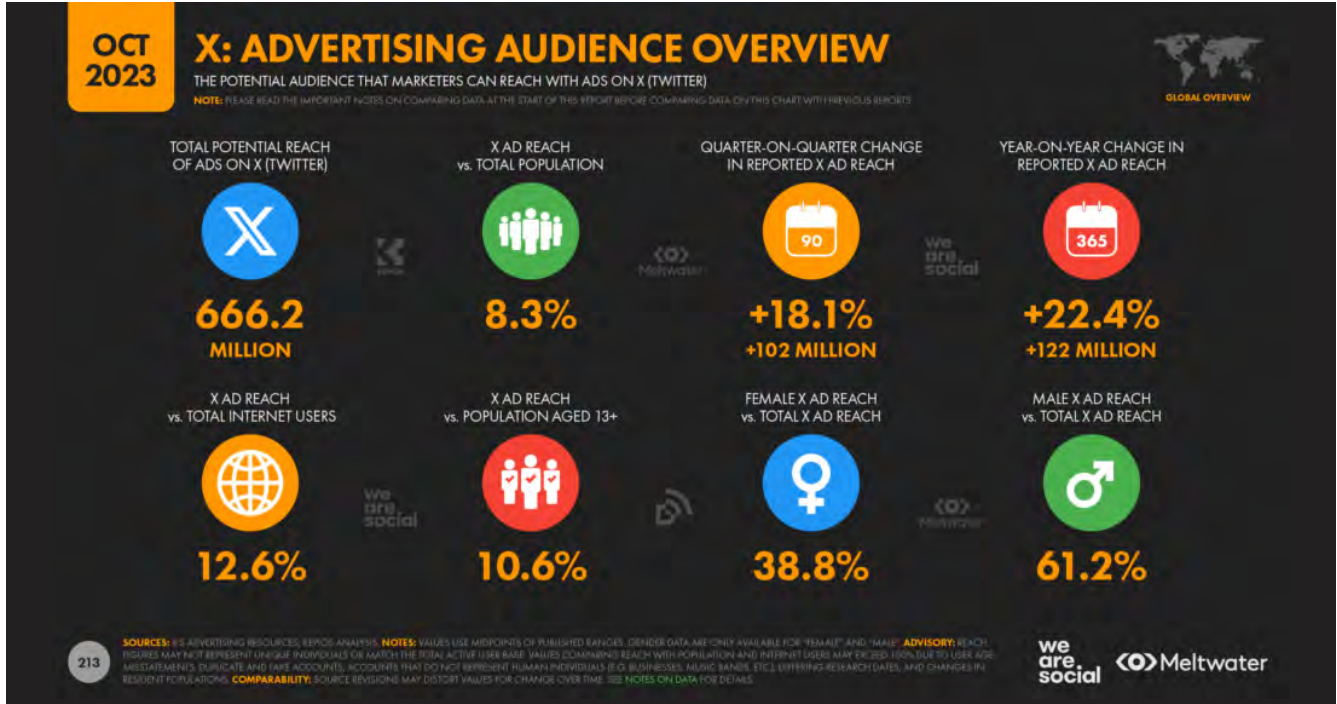


Additional Information:

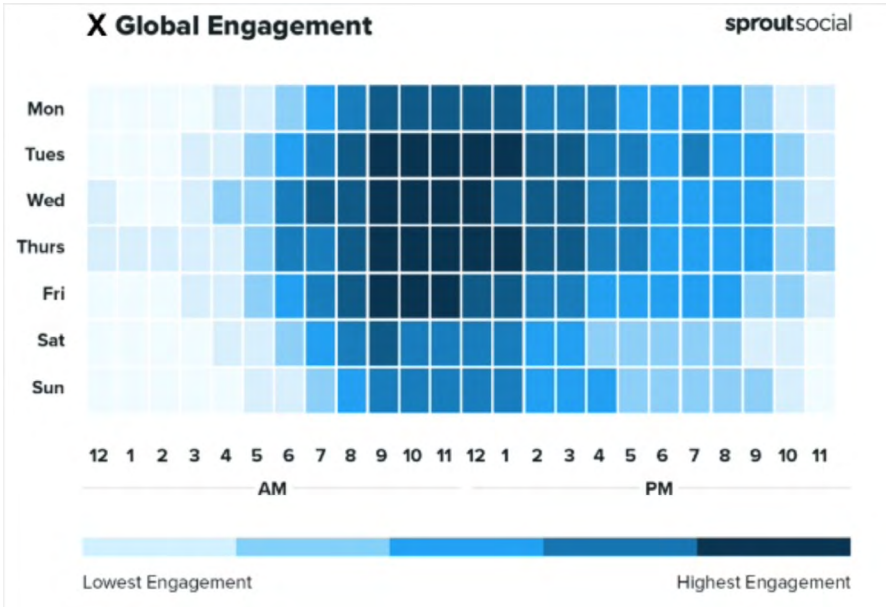
- Paid business ads are available
- Business & personal pages are available
- User analytics are available
- Schedule posts are available
- Detailed privacy settings are available



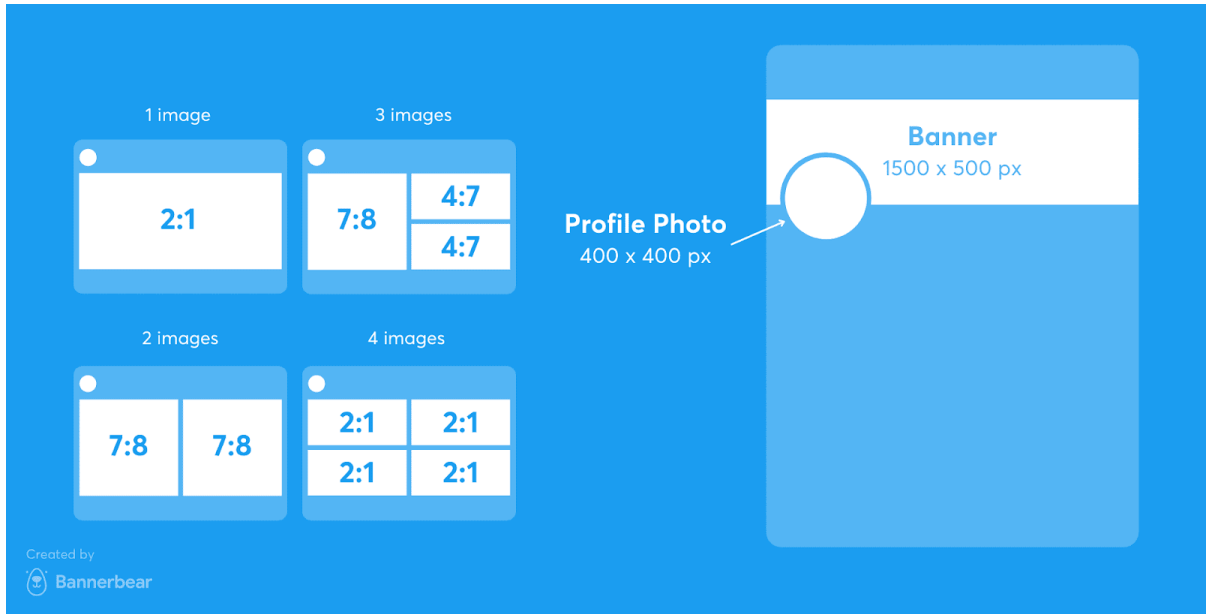
X (FORMERLY KNOWN AS TWITTER)



X –X is the best social platform for **live communication, perfect for real-time event coverage**. Users can use up to 280 characters with each post. On average, each user spends a total of [34.4 minutes on X daily](#). X's largest age group consists of people between [25-34 years old](#). With [33.3% of users female and 66.7% male](#), X users are divided at a 2:1 ratio. There are 245 million daily average monetizable users and [500 million posts](#) are sent out daily. When getting ready to post, keep in mind timing and think visually. According to sprout social, the more visible your post is, the more likely it is to engage your audience. Studies show that if your posts include a GIF, those posts get [55% more engagement](#) than those without. According to [Omnicores](#), 21% of U.S. adults use Twitter.

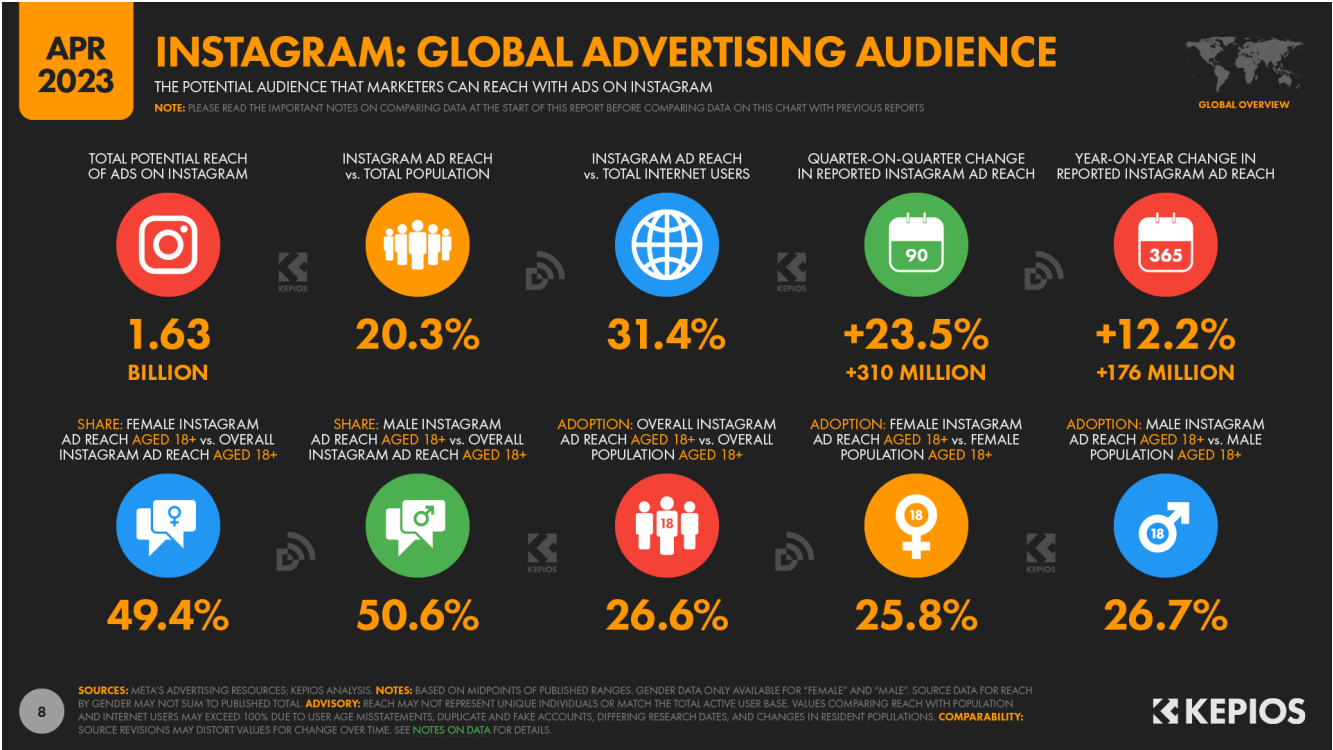


X

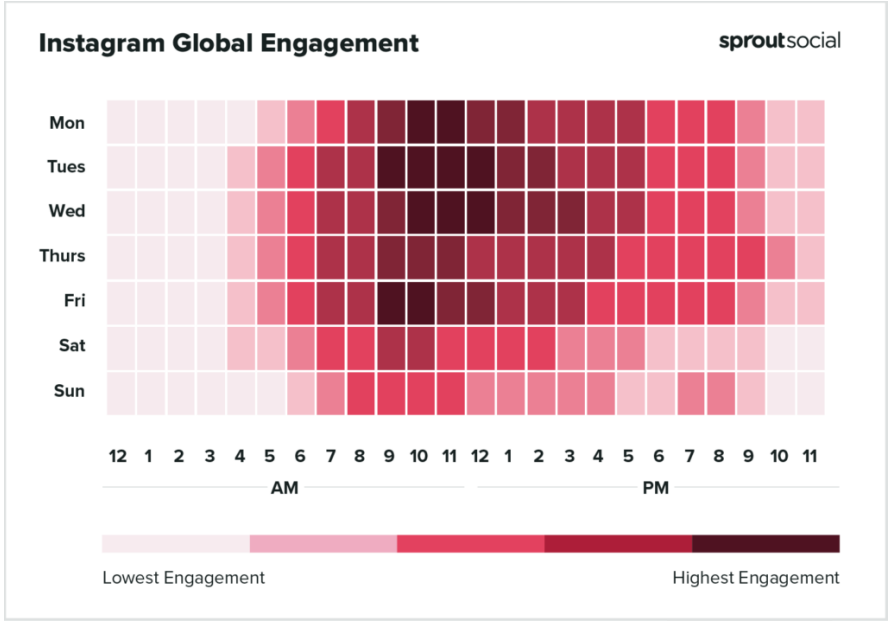


- Additional Information:
- 3rd Party Images are shared as links not automatically viewable
 - Limit 280 characters (Note: each link used reduces character count by 23 characters, electing 257 characters for the Twitter copy.)
 - [Geo location](#) Targeting is available. Advertisers can target their campaigns to specific geographies: countries, regions, metros, cities, or postal codes.
 - Paid business ads are available
 - Manage multiple accounts via mobile app
 - Public or private accounts
 - Videos populate when uploaded directly
 - Images populated when uploaded directly
 - 3rd party content populates as a hyperlink
 - [Live streaming is available](#)
 - Interested in more information on ads? [Click here](#)

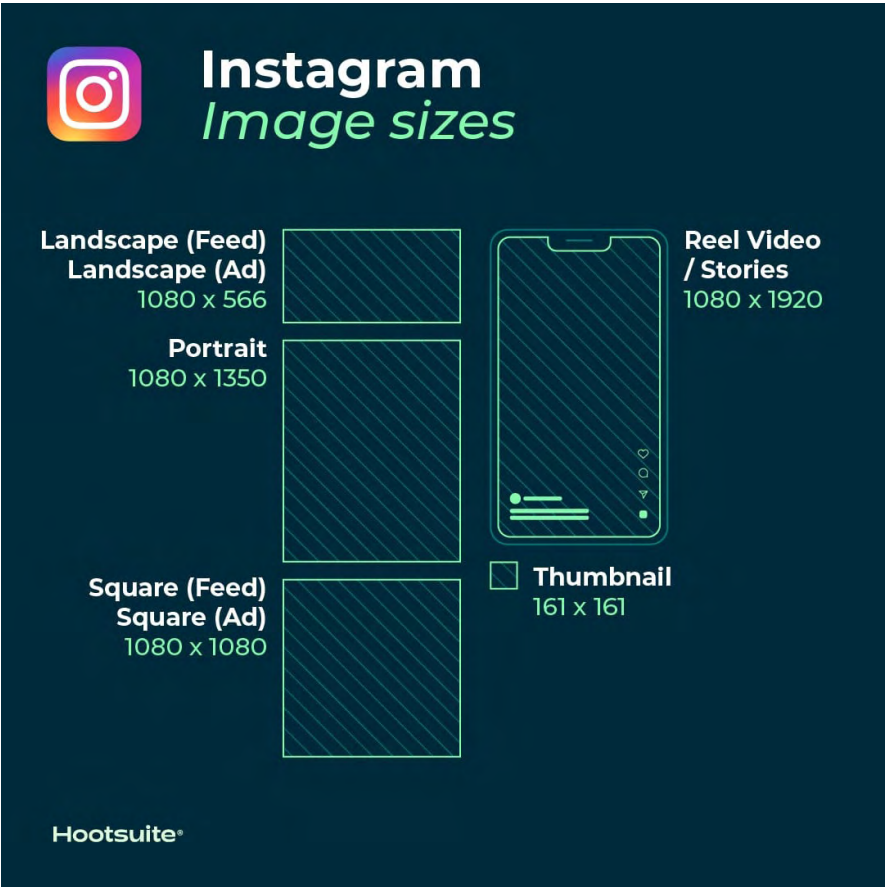
INSTAGRAM



Instagram – Instagram will celebrate its 14th birthday in 2024, and it’s the 6th most visited site on the web and 4th most used social platform. According to Sprout Social, [29% of marketers](#) plan to invest more in Instagram than any other platform in 2024. Sales. Customer service. Community-building. The list goes on and on when it comes to activities and opportunities to engage customers. Around [130 million](#) Instagram accounts tap on a shopping post to learn more about products every month. About 30.3% of the Global Instagram Population are [25-34 years old](#), though their biggest age group is [18-24 years](#) old at about 30.8%.

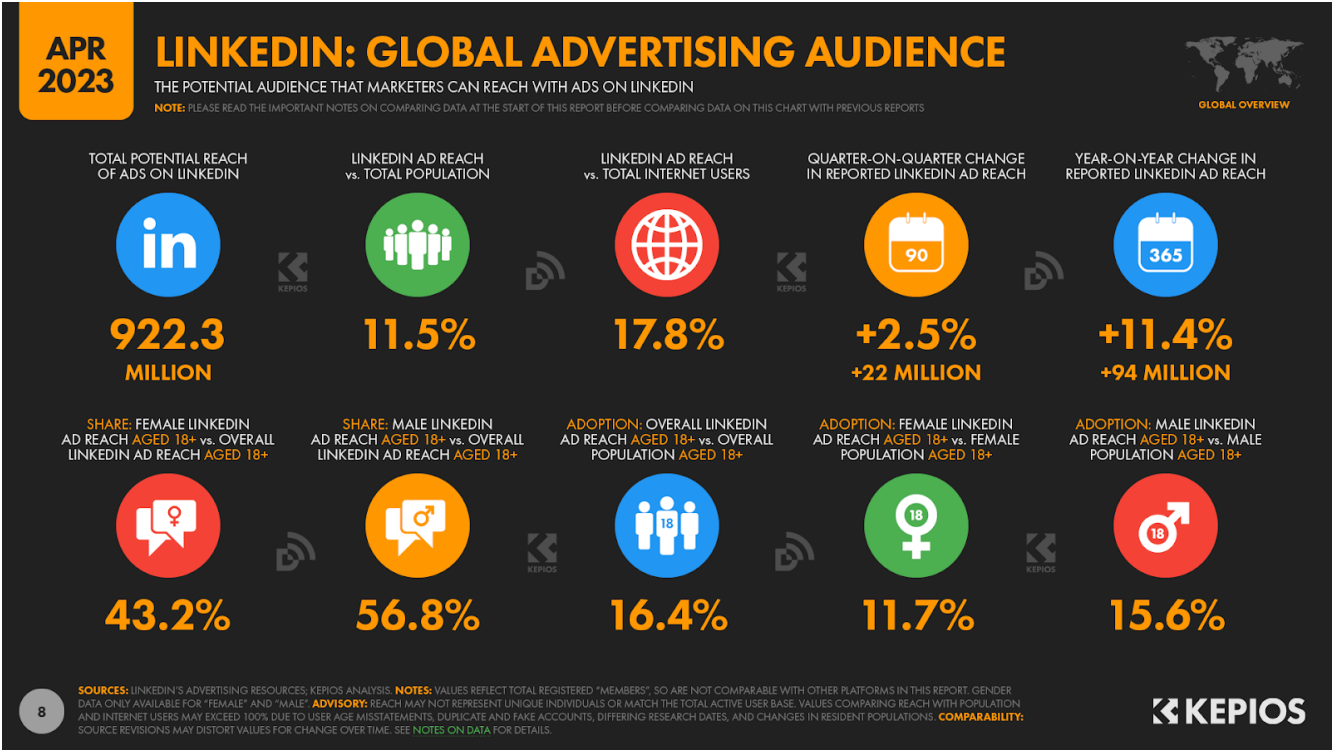


INSTAGRAM



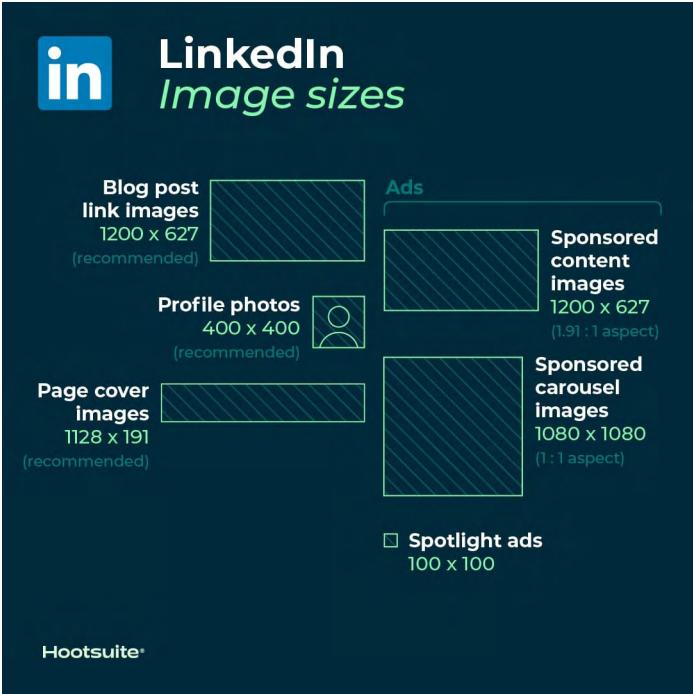
- Additional Information:**
- Maximum Instagram video length: 90 seconds
 - Upload hi-res images for the best user experience
 - Limited to (30) hashtags per post; use SEO keywords from copy
 - Reels recommended 30 seconds or less
 - Limited to (10) photos or videos uploaded per single post
 - Highlights section to save Instagram Stories for longer than 24 hours

LINKEDIN

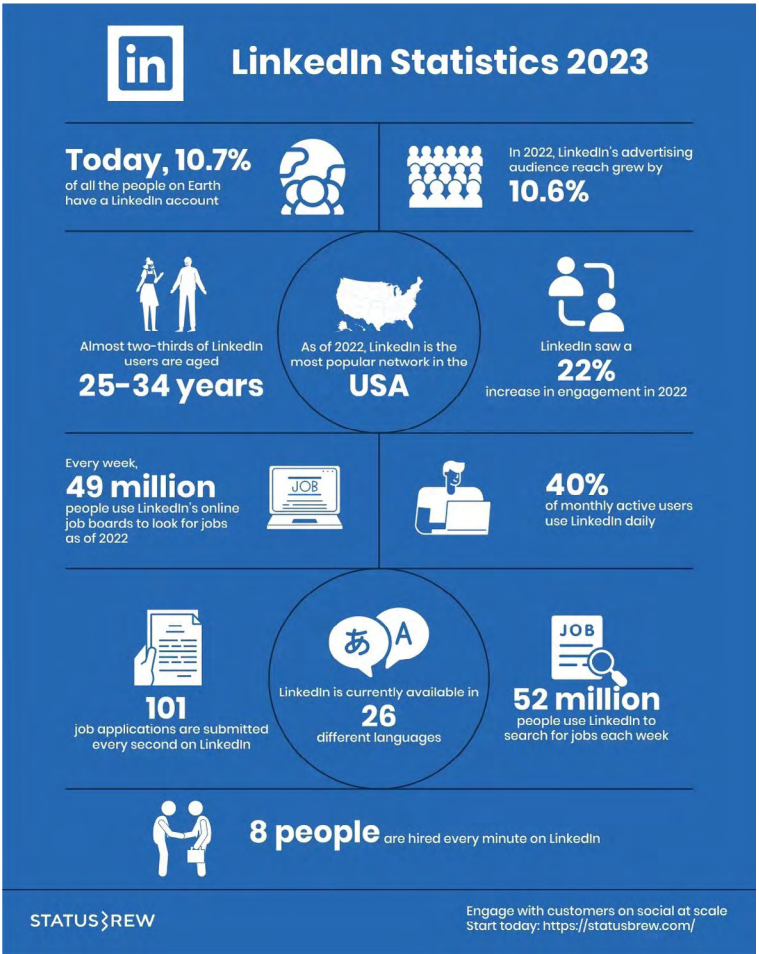


LinkedIn – The world’s largest professional network on the internet with [1 billion members in over 200 countries](#). Over **65% or \$558M of LinkedIn’s revenue comes from talent solutions for businesses**. Business-to-business marketing does well in LinkedIn’s niche environment. The company mastered professional social networking. Founded in 2003, the LinkedIn platform is available in [26 languages](#) and more than [58 million](#) companies have a page on LinkedIn.

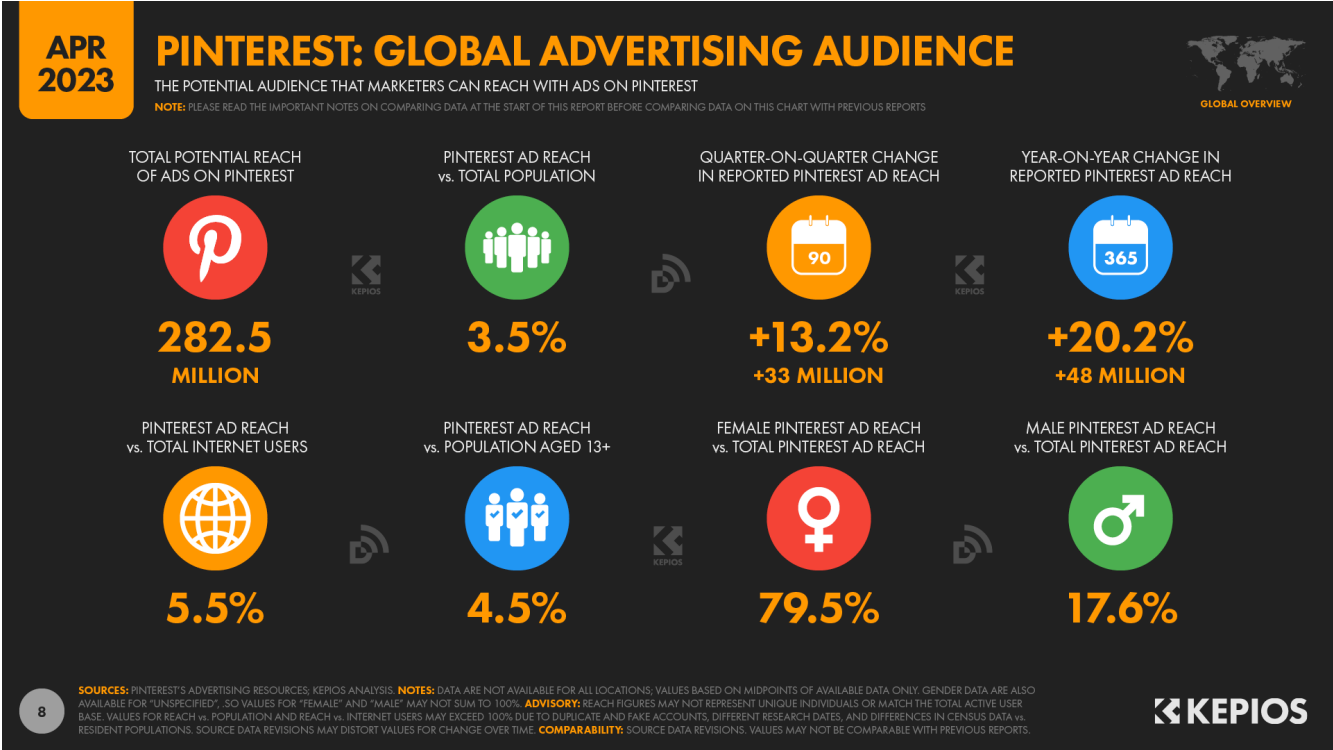
LINKEDIN



- Background Image 1584 x 396 px
- Profile Image 400 x 400 px
- Standard Logo 300 x 300 px
- Career Cover Photo 1584 x 768 px
- Post Image 1200 x 1200 px
- Square Logo 130 x 130 px
- LinkedIn video size: 256 x 144 (minimum) to 4096 x 2304 (maximum)
- Max video time (10) minutes

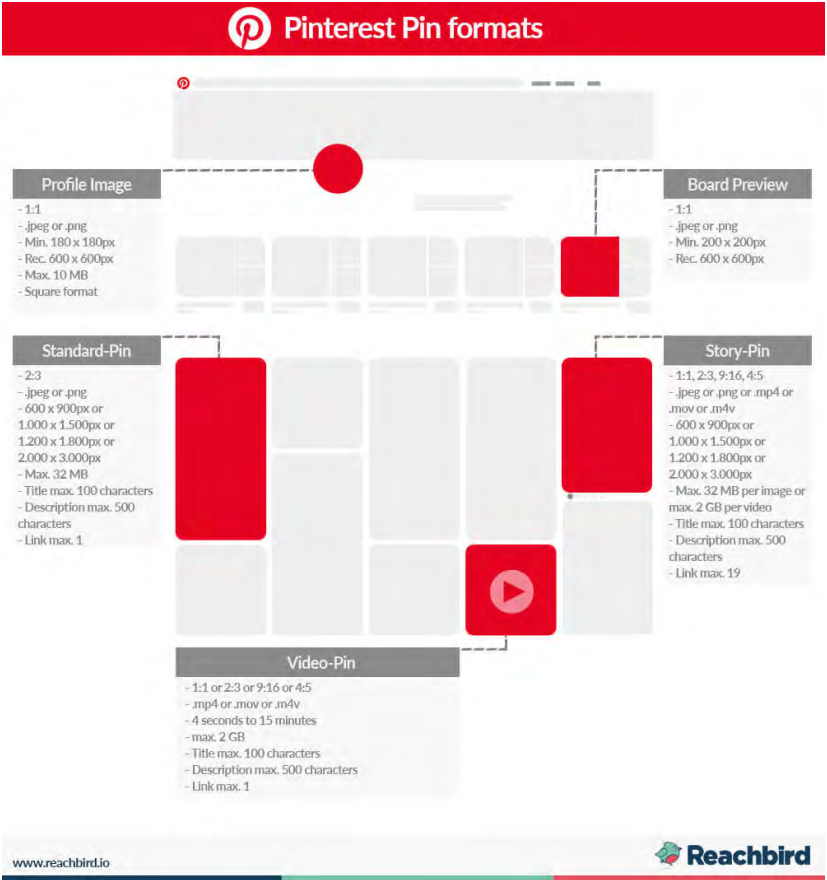


PINTEREST

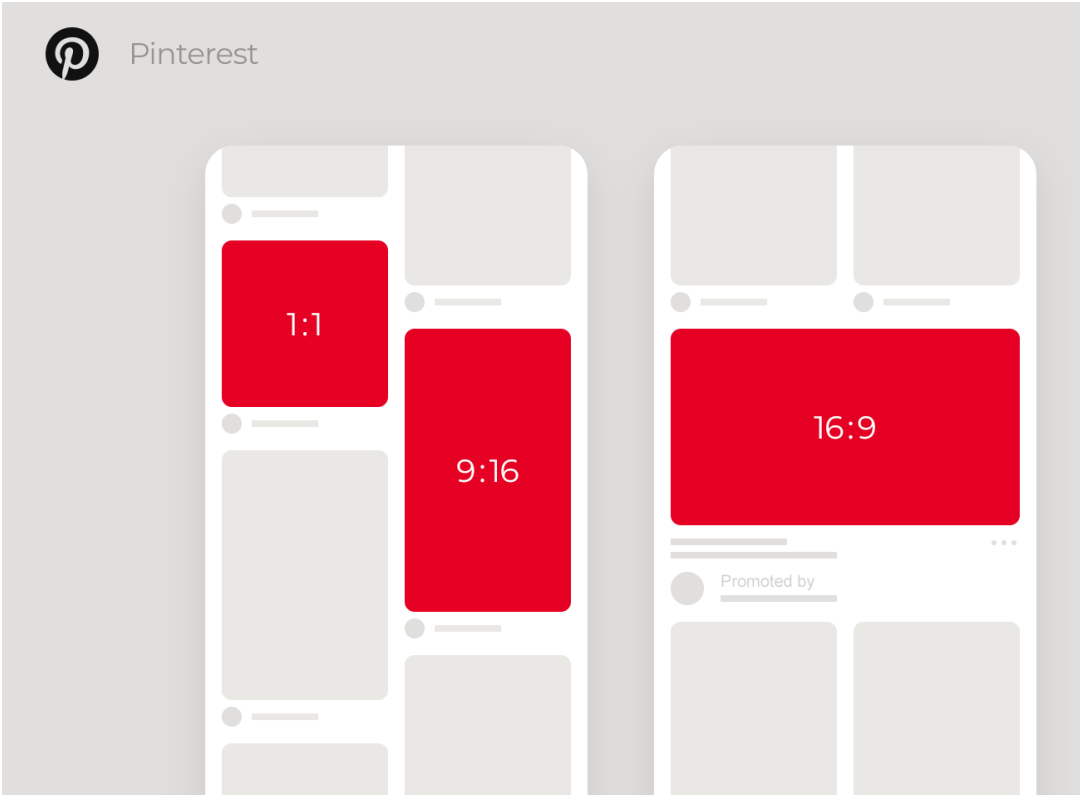


Pinterest – Image bookmarking in its finest electronic form: Pinterest. Pinterest has a total of [450 million active monthly users](#), and many would agree that it is the best platform for event planning, wedding dream boards, and beauty inspiration. [More than half of the users live outside of the U.S.](#) Pinterest's audience is [76.2% female](#). Pinterest's net worth is over [\\$24 billion](#). Pinterest can be used to boost sales, seeing that 85% of users have bought something based on pins they see from brands. Not to mention that [80% of moms](#) who are on the internet have an active presence on Pinterest and are looking for new ideas and products.

PINTEREST



- Additional Information
- Square Carousel Pins & Ads 1000x1000 Ratio 1:1
 - Portrait Carousel Pins & Ads 1000x1500 Ratio 2:3
 - App Install Ads 1000x1500 Ratio 2:3
 - Shopping Ads 1000x1500 Ratio 2:3



TIKTOK



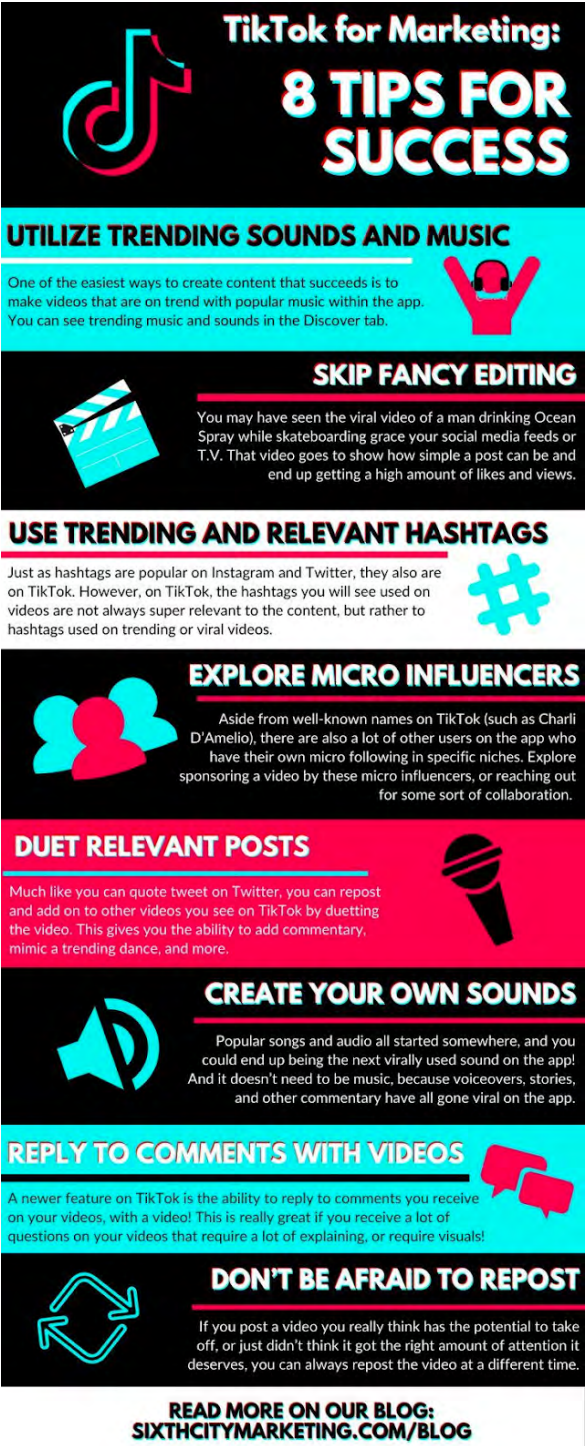
TikTok: According to Hootsuite 2024 Social Trends report, the use of TikTok for business and advertising purposes has grown by 16% from 2022 to 2023. A [2022 survey](#) reports that 78% of small business owners have received positive ROI from TikTok marketing. Additionally, 56% of marketers report that they would [increase](#) their investment in TikTok ads over other platforms. It is to be expected that TikTok marketing will continue to be a solid investment in 2024.

When it comes to using this trendy app, it is important to know who you are broadcasting to. TikTok is most popular with [younger generations](#), with those aging from 18 to 24 accounting for 36.2% of users. The US and Indonesia are the top two countries that actively use the app.

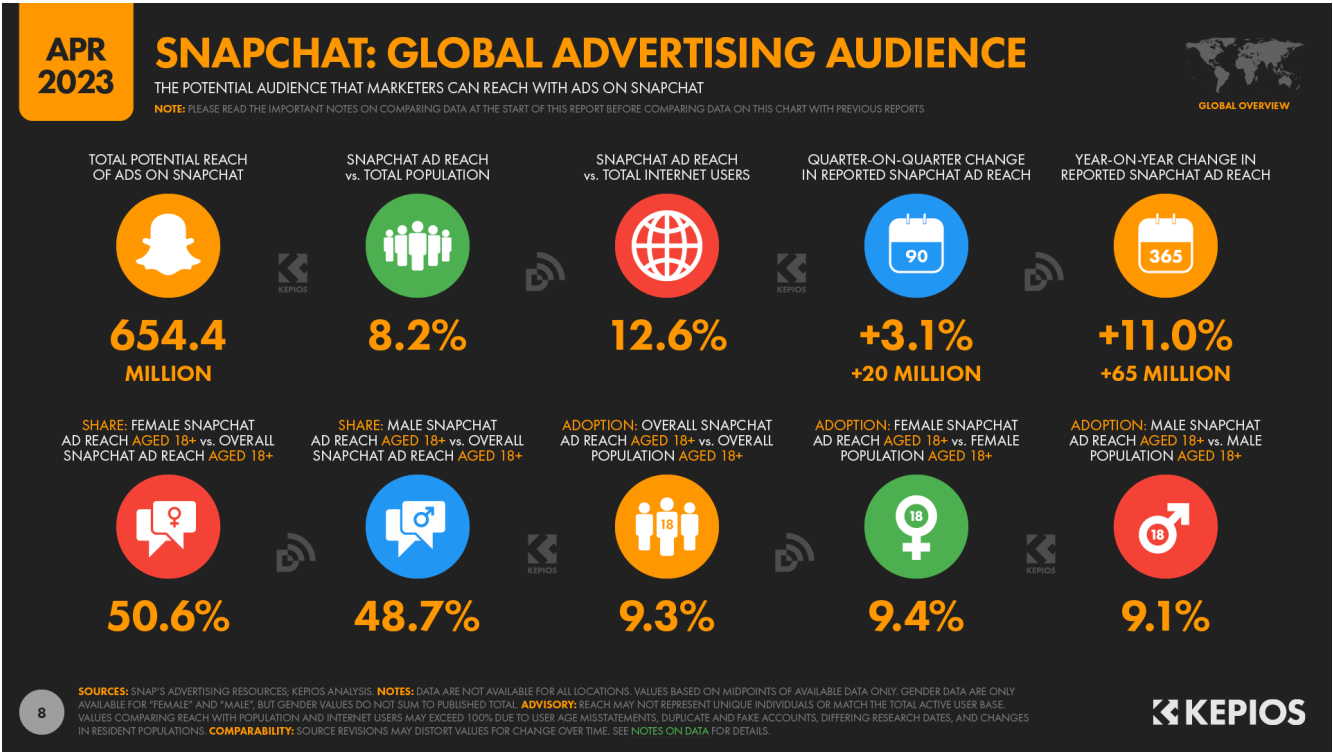
- Option of uploading longer videos
- 15-second stories
- Ability to follow other users
- Co-create content by utilizing the “duet” feature
- Add filters, transitions and effects to make your video stand out
- Live stream with your followers

- Video dimensions 1080 x 1920 px
- Profile photo 200 x 200 px
- Cover photo 900 x 300 px

TIKTOK

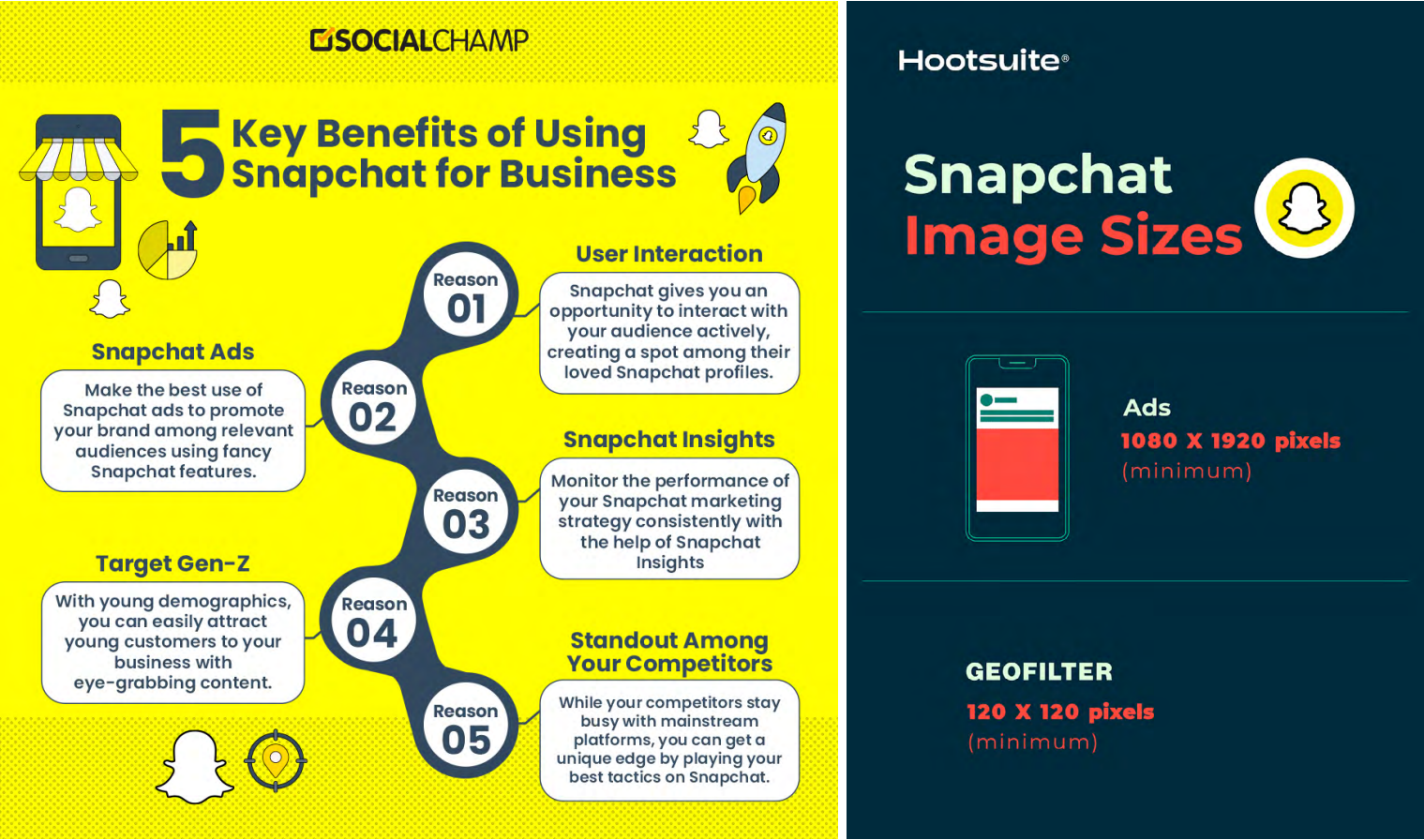


SNAPCHAT



Snapchat - A messaging app that allows users to exchange videos and pictures, known as “snaps.” These videos and pictures disappear after being viewed. Known for its facial recognition filters and auto delete video feature, Snapchat is appealing to young people. On average, [306 million](#) people use Snapchat every day and spend typically over [30 minutes](#) on Snapchat every day. [Local businesses](#) can promote and encourage Snapchatters to visit your storefront, restaurant, or cafe by using the Ads Manager tool.

SNAPCHAT



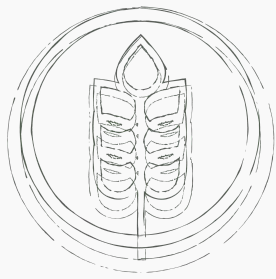
- Geo Filters are paid/unpaid advertising opportunities available by approval from Snapchat
- Ads 1080x1920
- Geofilter 120x120
- [SnapChat Submission Guidelines](#)
- Snaps post for 24 hours
- Users may download snaps
- Users can chat directly with one or more users
- Users can send video messages through Snapchat
- Users can share snap(s) with all of their friends by posting to “Your Story”
- Users may upload images and videos to Snapchat from their device using a 3rd party app



FLOURISH MEDIA

GOVERNMENT CONTRACT GUIDE





WHO QUALIFIES?

Anyone with a DUNS number. Your small business must meet some basic requirements before you can compete for government contracts:

- Get proper registration and ID numbers
- Meet size standards
- Register with SAM
- Maintain compliance

TIMING

You can't find this anywhere online, so we are telling you now.

Timing matters.

The Government operates on a fiscal calendar that ends in October. That means for “set asides” businesses that qualify are most likely to win the bid from November-March. This also means that if you're looking to close Government contracts between August-October then you are bidding for leftover funds.

BONUS TIP!

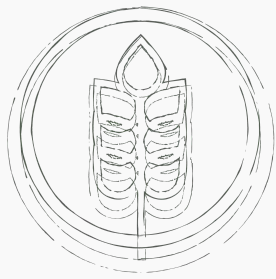
If you are looking for funding for your business to meet the requirements of a Government contract, fundraising season is from February-May and September-October.

PLAN ACCORDINGLY!

SAMPLE OF RFP

See sample [HERE](#)

(More on HOW to write an RFP - Click [here](#))



SET ASIDE

Legal Definition of **SET ASIDE**

To disagree with and overturn (a decision or act of a lower tribunal) upon review: overrule, vacate set aside the decree. 2: to deprive of legal effect or force: annul, void may set aside the contract.

SET-ASIDE CONTRACTS FOR SMALL BUSINESSES:

To help provide a level playing field for small businesses, the government limits competition for certain contracts to small businesses. Those contracts are called “small business set-asides,” and they help small businesses compete for and win federal contracts.

There are two kinds of set-aside contracts: competitive set-asides and sole-source set-asides.

COMPETITIVE SET-ASIDE CONTRACTS:

When at least two small businesses could perform the work or provide the products being purchased, the government sets aside the contract exclusively for small businesses. With few exceptions, this happens automatically for all government contracts under \$150,000.

Some set-asides are open to any small business, but some are open only to small businesses who participate in SBA contracting assistance programs.

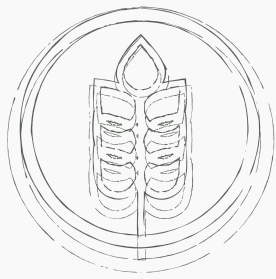
SOLE-SOURCE SET-ASIDE CONTRACTS:

Most contracts are competitive, but sometimes there are exceptions to this rule. Sole-source contracts are a kind of contract that can be issued without a competitive bidding process. This usually happens in situations where only a single business can fulfill the requirements of a contract.

To be considered for a sole-source contract, register your business with the System for Award Management (SAM) and participate in any contracting program you may qualify for.

In some cases, sole-source contracts must be published publicly and will be marked with intent to sole source. Potential vendors can still view and bid on these contracts. Once the bidding process begins, the intent to sole-source may be withdrawn.

(Read more details [HERE](#))



"MINORITY"

What is an MBE? **Minority** group members are United States citizens who are Asian, Black, Hispanic, and Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals i.e. the management and daily operations are controlled by those minority group members.

Definition: For purposes of NMSDC's program, a minority group member is an individual who is a U.S. citizen with at least one quarter of the following:

ASIAN-INDIAN

A U.S. citizen whose origins are from India, Pakistan and Bangladesh.

ASIAN-PACIFIC

A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

BLACK

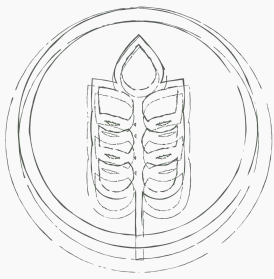
A U.S. citizen who is of African descent.

HISPANIC

A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America and the Caribbean Basin only. Brazilians (Afro-Brazilian, indigenous/Indian only) shall be listed under Hispanic designation for review and certification purposes.

NATIVE AMERICAN

A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number).



"MINORITY"

...CONTINUED

Minority Business Executives (MBEs) have access to numerous benefits and services – including educational programs plus a wide range of networking opportunities. This section briefly outlines some of those benefits. For more information, we encourage you to contact the [regional affiliate](#) nearest to your company headquarters.

The National Minority Supplier Development Council's Certification Policy and Procedures are firmly adhered to by its 23 regional affiliate councils (or RMSDCs) for the certification of minority-owned, operated and controlled businesses (MBEs). Standardized Procedures assure consistent and identical review and certification of MBEs throughout the NMSDC Network. The NMSDC is the only national organization providing certification throughout the U.S. where MBEs are genuinely minority-owned and operated, and ready to do business.

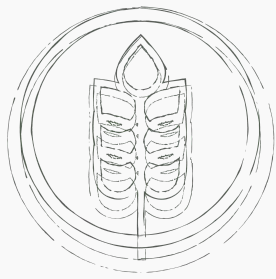
- Access — Means MBEs doing business with MBEs and forming joint ventures for success.
- Business Opportunity Fairs — Allow minority entrepreneurs to present themselves to hundreds of prospective buyers in a single setting.
- Customized executive education — Concentrates training and technical assistance into leadership tools for CEOs of minority-owned firms.
- Networking opportunities — Provide expansion of relationship-building opportunities with corporate buyers.

And a variety of other formal and informal activities to foster the development of long-term, mutually beneficial business relations – bringing corporate purchasing people together with representatives of minority businesses.

And a variety of other formal and informal activities to foster the development of long-term, mutually beneficial business relations – bringing corporate purchasing people together with representatives of minority businesses.

(For more details on MBE Certification and ownership click [HERE](#))





HUBZONE

The HUBZone program fuels small business growth in historically underutilized business zones with a goal of awarding at least three percent of federal contract dollars to HUBZone-certified companies each year.

PROGRAM BENEFITS:

The government limits competition for certain contracts to businesses in historically underutilized business zones. It also gives preferential consideration to those businesses in full and open competition.

Joining the HUBZone program makes your business eligible to compete for the program's set-aside contracts. HUBZone-certified businesses also get a 10 percent price evaluation preference in full and open contract competitions. HUBZone-certified businesses can still compete for contract awards under other socio-economic programs they qualify for.

HUBZONE PROGRAM QUALIFICATIONS:

To qualify for the HUBZone program, your business must:

- Be a small business
- Be at least 51 percent owned and controlled by U.S. citizens, a Community Development Corporation, an agricultural cooperative, a Native Hawaiian organization, or an Indian tribe
- Have its principal office located in a HUBZone
- Have at least 35 percent of its employees live in a HUBZone

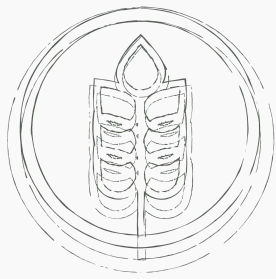
You can find the full qualification criteria in Title 13 Part 126 Subpart B of the Code of Federal Regulations (CFR). You can also get a preliminary assessment of whether you qualify at the SBA's Certify website.

HUBZONE PROGRAM QUALIFICATIONS:

You'll need to re-certify for the HUBZone program once a year. There is no limit to the length of time a business can participate as long as it continues to qualify. A program examination will be required every three years.

HUBZone businesses must notify the SBA if their business is involved in a merger or acquisition or if while performing on a HUBZone contract drops below 20% HUBZone residency.

The SBA may visit HUBZone businesses unannounced and conduct program examinations to verify the accuracy of any certification made or information provided as part of the HUBZone application or recertification process.



SUBCONTRACTING VS. PRIME

PRIME CONTRACTING:

Prime contractors work directly with the government. They manage any subcontractors and are responsible for ensuring that the work is completed as defined in the contract.

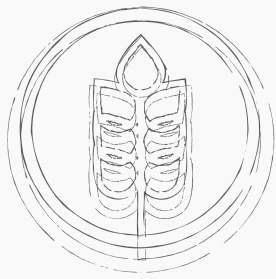
To become a prime contractor, you must first register your business with the [System for Award Management](#) (SAM). You can search for federal contracting opportunities through [FedBizOpps](#), and [GSA Schedules](#). You can post your subcontracting opportunities to the Subcontracting Network database. Furthermore, you can find historical award information with the [Federal Procurement Database Systems – Next Generation](#).

SUBCONTRACTING WITH SMALL BUSINESSES:

Unlike prime contractors, subcontractors do not work directly with the government but instead work for other contractors. Some government contracts require large companies to subcontract with a small business. This creates more opportunities for small businesses to get involved in federal contracting.

Subcontracting opportunities are posted in the following directories:

- Subcontracting Network database - Click [HERE](#)
- General Services Administration's Subcontracting Directory for Small Businesses - Click [HERE](#)
- Department of Defense Subcontracting Opportunity Directory - Click [HERE](#)
- SBA's Directory of Federal Government Prime Contractors with a Subcontracting Plan - Click [HERE](#)



CERTIFICATION

ORGANIZATIONS TO GET CERTIFIED:

8(A) BUSINESS DEVELOPMENT

The federal government's goal is to award at least five percent of all federal contracting dollars to small disadvantaged businesses each year.

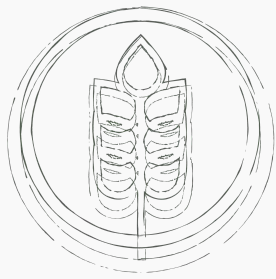
HUBZONE PROGRAM

Get certified as a HUBZone business | Before you can participate in the HUBZone program, you must be certified by the SBA. Take these steps to get HUBZone certified.

1. Make sure you have a SAM.gov account.
2. Make sure you have a General Login System account.
3. Apply for HUBZone certification using the General Login System. Log in, select "Access" and then "HUBZone" before completing the prompts.
4. Check your email for time-sensitive instructions to electronically verify your application within 10 business days.
5. Submit all requested supporting documentation within 10 business days; your submission cannot be assigned for eligibility review until all required documents are submitted.
6. Update your SAM.gov profile to indicate you are a HUBZone business after you get an email confirmation from the SBA.

Read the instructions from the General Login System carefully to make sure you provide all the necessary information. You will be required to submit different supporting documentation based on your ownership structure:

- Corporations must be prepared to submit documents described in the [Corporation Document Request](#).
- Sole Proprietors must be prepared to submit documents described in the [Sole Proprietor Document Request](#).
- Partnerships must be prepared to submit documents described in the [Partnership Document Request](#).
- LLCs must be prepared to submit documents described in the [LLC Document Request](#).



CERTIFICATION

...CONTINUED

WOMEN-OWNED SMALL BUSINESS

To qualify as a women-owned small business or WOSB, your business must meet the following requirements:

- Your company must qualify as a small business based on SBA small business size standards. The standards are usually stated in terms of employee size and/or annual revenue, and vary depending on your industry code.
- Your company must be 51 percent owned by women who are U.S. citizens.
- Women must manage the operations on a daily basis.
- Women must make long-term decisions for the company.
- A woman who works full-time for the company during normal work hours must hold the highest officer position in the company.
- There are no rules governing time in business.

MINORITY BUSINESSES

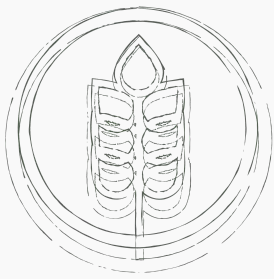
Criteria for Certification:

- United States citizens.
- Minority businesses must be at least 51% minority-owned operated and controlled. For the purposes of NMSDC's program, a minority group member is an individual who is at least 25% Asian, Black, Hispanic or Native American. Minority eligibility is established via a combination of screenings, interviews and site visits. Ownership, in the case of a publicly-owned business, means that at least 51% of the stock is owned by one or more minority group members.
- Must be a profit enterprise and physically located in the U. S. or its trust territories.
- Management and daily operations must be exercised by the minority ownership member(s).

NAICS CODES

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(For more details on MBE Certification and ownership click [HERE](#))



FUNDING YOUR DEAL

You have options to fund your business in order to meet the requirements in your Government contract. Click [HERE](#) for pitch competitions.

You can self-fund your business, pursue loans from banks, split the costs with partner companies, or you can pursue angel investors in alternative funding sources.



Flourish Media Conference is a match-making weekend for women small business owners to connect with funders in-person in Miami, FL. If your business is 51% owned by a woman, then you most likely qualify for this funding.

Government contracts are often for multiple years, which means you have a long term client to sustain your business.

In 2016 Behind The Leaf raised 15 million dollars to invest in businesses owned and operated by women. If you are pursuing Government contracts, then investors find that type of confidence very attractive.

Click [HERE](#) to learn more on how you can participate in the Flourish Media Conference hosted by 501C3 nonprofit Behind The Leaf.



SOLE SOURCE

A sole source is defined as the only supplier that can provide you with the goods or products you need. The sole source has either established a monopoly or is the only provider within a geographic region from which business owners can obtain what they need.

In some instances, the sole source is the choice because it is the only vendor available at a specific time that can handle what a business owner requires, or it is the only vendor that carries that product. For example, a vendor who carries automobile parts that are no longer manufactured is considered a sole source because any company that needs that part must sign a contract with that specific vendor.

\$10,000 AND UNDER

Pro Tip: If you have a product or a service that is under \$10,000 you can skip the entire RFP process. Government organizations are given the approval to pay for your product or service with their departments' credit card.

In some areas due to COVID-19, this threshold has been increased to \$20,000 or more. Reach out to your local offices to build relationships so that your business can take advantage of this loophole.

It is the sole discretion of the departments' employees to award bids using this process.

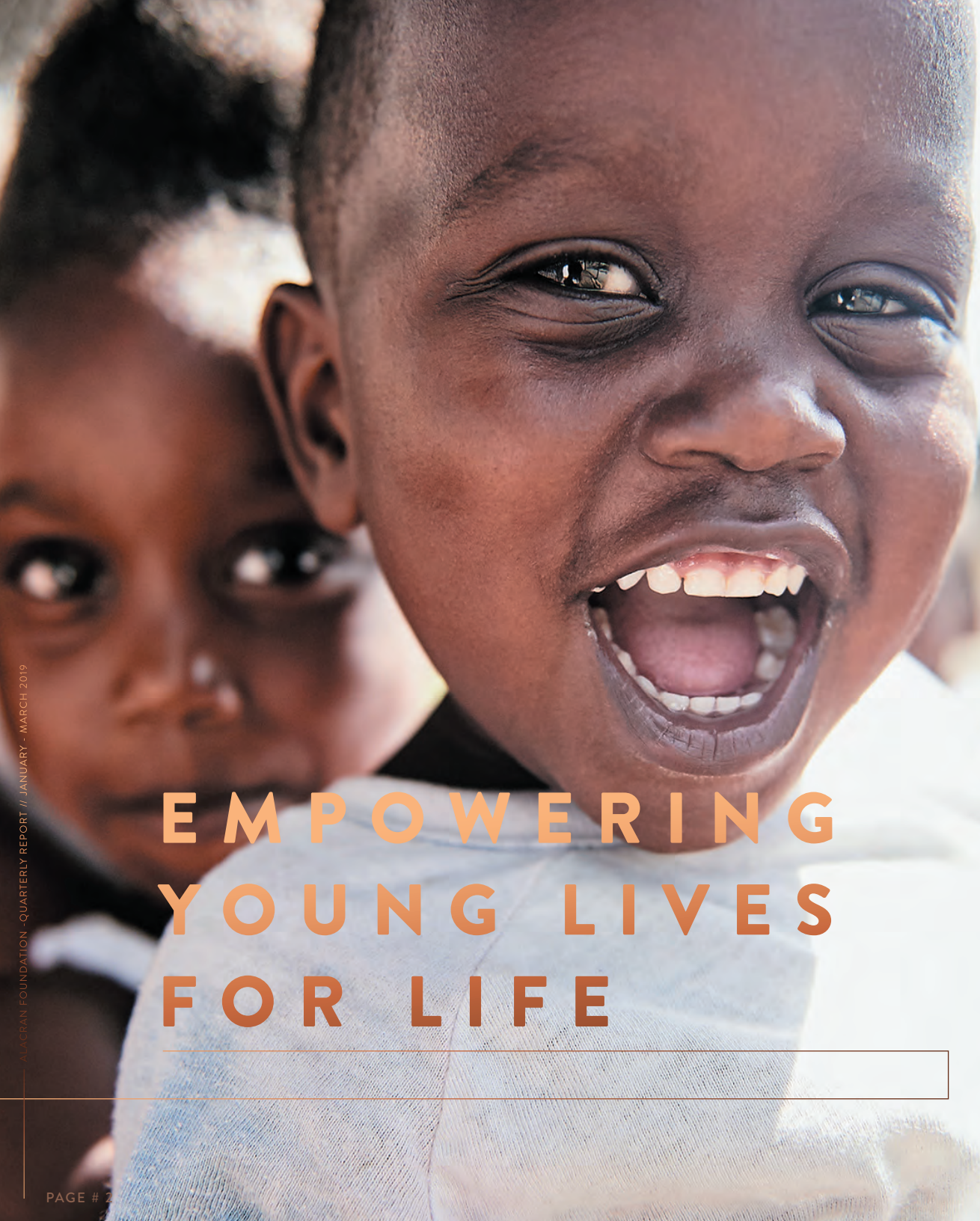
HAPPY RELATIONSHIP BUILDING!



alacran
foundation

QUARTERLY REPORT

(JANUARY - MARCH 2019)



EMPOWERING YOUNG LIVES FOR LIFE

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MARCH - START OF 2ND QUARTER

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FOUNDATION DEVELOPMENTS

JANUARY - FEBRUARY

MARCH

2019 PROJECTS

REGGAE GIRLZ

CJFA

FUFC

YOUTH DEVELOPMENT

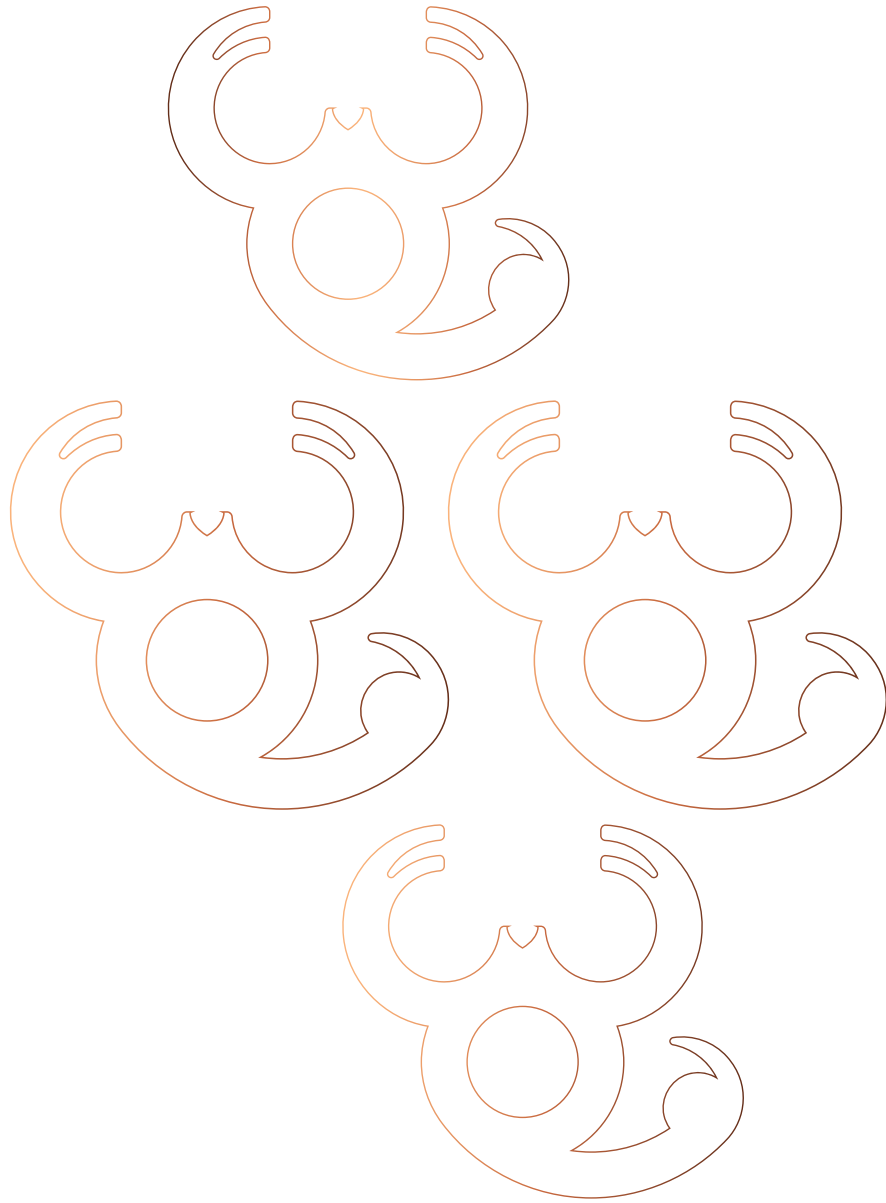
WINNIFRED BEACH

SPONSORSHIP / ACTIVATIONS

FOUNDATION FIRST QUARTER WINS

NEXT STEPS

INDEX



DEVELOPMENT OVERVIEW



MISSION

The Alacran Foundation's global mission is to support access, education, and equity for youth and communities through art, music, and sports.

VISION

To empower the positive transformation and sustainability of the communities and the youth we serve.

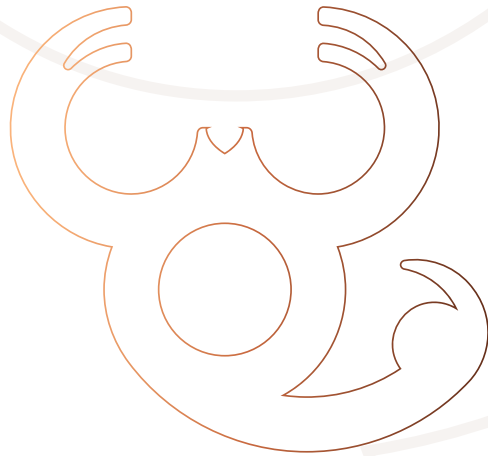
TAGLINE

EMPOWERING YOUNG LIVES FOR LIFE



DESCRIPTION

The **Alacran Foundation** is a philanthropic organization that facilitates international collaborations, provides funding, and invests in art, music, sports and social initiatives that increase education and inclusion for youth and communities.



THE FOUNDATION WORKS WITHIN FOUR KEY PILLARS

- Transformational Engagement
- Youth Development
- Entrepreneurial Development
- Community Development



The **Alacran Foundation** develops and supports existing arts, music, sports, entrepreneurial and environmental programs, and community initiatives based on best practices, as well as eco-friendly and innovative approaches to problem solving and community building. The Alacran Foundation utilizes strategic partnerships with local stakeholders and established organizations to maximize long-term success and collaborations.

PROGRAMS /PROJECTS /INITIATIVES

Alacran Foundation founder **Alessandra Lo Savio** has committed the majority of the **Alacran Foundation's** support for projects, initiatives, and developments in Jamaica.

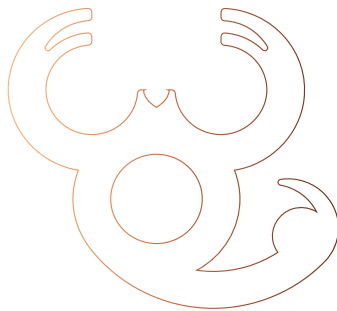
PARTNERS

- Bob Marley Foundation
- Chris Johnson Fighting Alliance (CJAF)
- Falmouth United Football Club
- Jamaica Football Federation (JFF)
- Reggae Girlz Foundation
- Winnifred Beach Benevolent Society



FOUNDATION PROJECTS

- Reggae Girlz, Jamaica's National Senior Women's Football Team
- CJFA Boxing Summer Camp and Coaching Pilot Program
- Winnifred Beach Development Project (Phase I)
- Falmouth United Football Club Development
- Alacran Foundation Annual Christmas Treats
- Art, Music, and Entrepreneurial Partnerships and Workshops (JA, US)



IN DEVELOPMENT

- Alessandra Lo Savio Music Scholarship & Instrument Donation Fund
- Women's and Girl's Football Program Development in Jamaica



ALACRAN FOUNDATION

ORGANIZATIONAL CHART

BOARD OF TRUSTEES

ALESSANDRA LO SAVIO
ASIA LO SAVIO
GIORGIA LO SAVIO

CONSULTING LEADERSHIP

HOPI NOEL MORTON

CONSULTING DIRECTOR OF PROGRAMS

ANDRE O. WILSON

ACCOUNTING / FINANCE

Flourish Media / Ana Santos / Mau Nu'u
UK Group / Sean Bolger / Tom Bailey

ADMINISTRATIVE

Flourish Media Staff
Dr. Tracy Timberlake & Sasha Revulus (lead contacts)
Executive Assistance / Mau Nu'u

LEGAL

UK / Kingsley & Napley LLP
USA / Cintia Calevoso PA Law
JA / Phillipson Partners

MARKETING / COMMUNICATIONS

Marketing Consultant / Sharon Roper
Press Relations Consultant / Geli Campbell
Art-Creative Director / Lead Designer / Piero G. Salardi
Social Media / IT / Mariasol Holguin
Brand Merchandise / Flourish Media

DEVELOPMENT / PARTNERSHIPS

Hopi Noel Morton
Andre O. Wilson
Yvonne O. Lynch
Fundraising (Consultant TBD)

EVALUATION / RESEARCH

Hopi Noel Morton
Andre O. Wilson
Flourish Media Staff



FISCAL UPDATE

2019 SUMMARY OF FUNDS

FISCAL UPDATE



2019 SUMMARY OF FUNDS

Total Received:	\$914,042
Total Expended:	\$800,502
Q1/Q2* Balance:	\$113,539

*\$149,540 WAS FUNDED ON 3/18/19 TOWARDS 2ND QUARTER

JANUARY 2019	TOTAL MONTHLY SPEND
Foundation Activations - Management - Projects	USD\$143,296.31
Chris Johnson Fighting Alliance	\$15,000
Stamped Film Project	\$18,000
Behind the Leaf Conference	\$15,000
Miscellaneous Variances	\$1,615
New Year's Eve - B/F Expenses	\$83,698
Christmas 2018 - B/F Expenses	\$24,715
Set the Stage - Reggae Girlz Games - Marketing & Branding	\$9,633
Foundation Management (UK, US, JA)	\$59,271

FEBRUARY 2019	TOTAL MONTHLY SPEND
Foundation Activations - Management - Projects	USD\$102,55.00
Chris Johnson Fighting Alliance	\$22,000
Bob Marley Foundation - Birthday Celebration Sponsorship	\$7,694
We Got Soccer - Reggae Girlz Field Kits	\$16,348
Falmouth United Football Club	\$8,437.50
Local Office Landscape & Urban Design - Winnifred Beach Project	\$10,000
Foundation Management (UK, US, JA)	\$48,262

Budget spending report based on approved budget



MARCH 2019

TOTAL MONTHLY SPEND

Foundation Activations - Management - Projects

USD\$104,330.01

Chris Johnson Fighting Alliance	\$15,000
Falmouth United Football Club	\$8,437.50
Bob Marley Foundation - Bob Marley Birthday Platinum Sponsorship	\$7,693.49
Local Office Landscape & Urban Design - Winnifred Beach Project	\$10,000
Set the Stage - Onsite Marketing & Branding for Reggae Girlz Camps	\$6,079.02
SIAM Associates - Marketing Consultant	\$4,000
CAMP GELI - PR/Press/Video/Photography for Reggae Girlz camps vs Chile	\$7,230
Jamaica Football Federation (JFF) - Contribution/Donation for Trophy Tent	\$200
Foundation Management (Incl. Travel & Accommodation – UK, US, JA)	\$45,690

START OF 2ND QUARTER: APRIL - JUNE 2019

USD\$647,633.00

TOTAL COMMITTED FOR 2ND QUARTER

\$215,877.67

MONTHLY PAYMENT BREAKDOWN (3 MOS.)

\$149,540.00

AMOUNT FUNDED ON 3/18/19 TOWARDS APRIL

\$66,337.67

*BALANCE

\$113,761.35

CURRENT TOTAL IN ACCOUNT

*Remaining balance of USD\$66,337.67 approved funding yet to be contributed



- Board of Trustees Alessandra Lo Savio, Asia Lo Savio and Giorgia Lo Savio completed approval process for UK Charity Commission
- Board of Trustees quarterly meeting to be scheduled in April 2019
 - ∞ Minutes for Board resolutions needed for reporting to Charity Commission, including approvals for:
 - Budget
 - Legal representation
 - Programs & projects
 - New trustee under consideration: Marlene Martin (ideal to have local board member with a Jamaican Tax Registration Number (TRN))
- Foundation Bank account to be opened at Coutts UK (April 2019)
- December 2018: Carolina Garcia resigned as Executive Director of the Alacran Foundation
- January 2019: Hopi Noel Morton transitioned to Consulting Leadership position for the Alacran Foundation (4-month term)
 - ∞ Transition included: documentation organization and digital storage, introduction to partners, project and program reviews
- Onboarded staff, consultants and contractors ([see organizational chart](#)):
 - ∞ Flourish Media - Administrative and logistic support
 - ∞ André O. Wilson - Program oversight, community partnerships and organizational development
 - ∞ Piero G. Salardi - Art-Creative Director / Lead Designer
 - ∞ Sharon Roper, Geli Campbell, Mariasol Holguin - Local and virtual marketing consultants, social media and tech support
 - ∞ Legal counsel for Foundation (US/JA branch development, agreements and trademarks):
 - Kingsley & Napely Esq. (UK)
 - Calevoso Law (USA)
 - Phillipson Partners (JA)
 - ∞ Set the Stage - Event production for Alacran New Year's Eve party, on-site branding for two (2) Reggae Girlz football camps and the Bob Marley 2019 Earthday Celebration
 - ∞ Local Office Landscape & Urban Design (LOLA) - Lead architect and design for Winnifred Beach and Falmouth United Development
 - ∞ Don't Panic (UK) - Alacran Foundation video campaign and launch (postponed until 3rd quarter)



JANUARY 2019

- Initiated Foundation accounting and payment processing system
- Hopi / André - Jamaica site visits. Included meetings with: [Bob Marley Foundation](#), [Chris Blackwell](#), [Hill-Top Juvenile Correctional Centre \(staff and youth\)](#), Boys' Town Community Development, [Trenchtown Development Association](#), [Edna Manley College of The Visual and Performing Arts](#), [Falmouth United Football Club](#)
- Strategic planning and approval of 2019 slate of projects in Jamaica

FEBRUARY 2019

- **Foundation Budget Approved: USD\$2,472,162 (January - December 2019)**
- Additional costs not accounted for in the current [budget](#):
 - ∞ [Winnifred Beach construction](#)
 - ∞ [Falmouth United construction](#)
 - ∞ Reggae Girlz World Cup media/video coverage
 - ∞ Video campaign launch
 - ∞ Legal services
- UK Charity Commission approved Alacran Foundation as Legal UK Charity ([link to Commission guidelines and AF login details](#))
- Structured Alacran Foundation Mission Statement and [Overview Content](#) based on current programs and outputs
- Alacran Foundation social media posts and presence increased ([see monthly SM report](#))
- Created [Post-Event Reporting](#) and [Grantee Reporting Forms](#) to collect data, demographics and feedback
- Database archive of Alacran Foundation press and media: articles, videos and posts

MARCH 2019

- Retained legal counsel for Alacran Foundation non-profit branches in Jamaica and the USA
- Established reporting system to collect information and data from Alacra-funded programs, **projects** and **events**
- Creating standard operating procedures, policies and documentation for **travel** and **events**
 - ∞ Initiated pre-launch of:
 - ∞ Alacran Foundation social media platforms (Instagram, Facebook, Twitter)
 - ∞ Content population of Foundation website pages
 - ∞ Alacran Foundation email designations, e.g., media@alacranfoundation.org, accounting@alacranfoundation.org



2019 PROJECTS





JAMAICA'S NATIONAL SENIOR WOMEN'S FOOTBALL TEAM

REGGAE GIRLZ

FUNDING TO DATE USD\$234,247

(Jamaica Football Federation contributions)



PROGRESS UPDATE:

To date, the Reggae Girlz, Jamaica's National Senior Football Team, is where the Alacran Foundation has made the greatest impact, with large investments to the [Jamaica Football Federation](#) (JFF).

During the first quarter of 2019, the Alacran Foundation supported two (2) Reggae Girlz (RG) training camps with a contribution of USD\$77K to the JFF and an in-kind donation of USD\$13K for Umbro team workout gear, paid directly to the vendor. Both camps were located in Jamaica: The first camp included a press conference in Kingston, highlighting the team's journey to the World Cup and practice sessions; the second featured two (2) friendly games (one in Kingston and the other in Montego Bay) in March 2019, where the Girlz won against Chile, currently ranked #38 across the FIFA federations (Jamaica's women's team is ranked #53). The Alacran Foundation had designated tenting, branded signage and distributed a small amount of Alacran Foundation merchandise at both camps. The Alacran Foundation stayed in close communication with the [Bob Marley Foundation](#) (BMF) throughout and Alacran's representative Hopi Noel Morton joined BMF Foundation Manager, Alicia Williams, in meet-and-greets with JFF and Island officials.

Hopi and Alacran's consulting Director of Programs, André O. Wilson, attended events for both RG camps. Hopi was introduced to the team members, head coach, JFF and [CONCACAF](#) leadership. Alessandra Lo Savio, founder of Alacran, attended a practice session in Montego Bay and talked to Coach Hue Menzies and the players, who expressed their thanks to the foundation, as well as frustration about not receiving appropriate support from the JFF.





By mid-March, the team and staff had not yet received contracts and salary offers, World Cup qualification bonuses or stipends for the players, and had received a very low per diem of USD\$35 per day during the training camps. The standard per diem is USD\$75 per day. Additionally, the girls did not receive any media training in advance of the first major press conferences. Alessandra expressed her commitment to the team and the development of women's football programming in Jamaica.

This March 2019, Hopi met with the [Reggae Girlz Foundation](#) president, Michelle Adamolekun, and vice president, Lisa Quarrie, along with the head coach, Hue Menzies, in Jamaica, to discuss supporting the team in and around the JFF, as well as merchandising opportunities, media opportunities and long-term strategic plan commitment to women's football in Jamaica. The coach stated that U-17 women's leagues currently need the most support in Jamaica to ensure the next generation of successful players. The need for a football academy for girls, similar to André Virtue's [Ballaz Academy](#) and Grassroot Program, was also discussed. The Reggae Girlz Foundation is committed to the current senior national women's team and have a long term strategic plan commitment to Women's Football in Jamaica. They are a USA 501(c)(3) nonprofit and were recently in need of a fiscal agent in order to receive donations, grants and funding. Hopi introduced them to the Center for Social Change in Miami, where they have now established their fiscal status via the partnership.



CURRENT / NEXT STEPS:

Increased visibility through media and press coverage of the team is important as they prep for the World Cup. Player [Tiffany Cameron](#) approached Alacran about collaborating on her hip-hop song, [For the Love of the Game](#), to be used in commercials and brand promotions. The next step would be to re-record the song and pitch to [FIFA](#)-approved brands. Alacran is also supporting the expansion of the individual bios of the Reggae Girlz on Wikipedia.

Most recently, in March, the Reggae Girlz team and coaches came to a standstill with the JFF and were not willing to participate in the upcoming scheduled friendly game in South Africa on April 7, 2019, due to below-standard contracts and salaries. The Bob Marley Foundation obtained legal counsel on behalf of the team to support contract negotiations. The Alacran Foundation will pay qualification bonuses, total of USD\$78K long overdue from October 2018, to the team and staff, as well as provide football themed jewelry, amounting to USD\$2,340, as a token of appreciation.

The negotiating points for the Alacran Foundation are applicable to the present through the World Cup only; the funding for bonuses will be made via the Reggae Girlz Foundation (no monies sent through the JFF). Payments cannot be made from the Alacran Foundation directly to the team and staff, because it breaches UK Charity Commission regulations. The gifts will be presented to the Girlz with individualized letters of congratulations from the Alacran Foundation and the JFF. Alacran is to have ten (10) tier one credentials for the World Cup, media credentials and full access to the team for media coverage and new sponsorship opportunities. Access is a crucial point, as the Foundation is currently in talks with a documentary film company, [Soleil Entertainment](#), among others, to cover the [Reggae Girlz story](#) (see NDA) and Derrek Jeeter's Media company, [The Players Tribune](#), regarding featured editorials on [Khadija Shaw](#) and [Konya Plummer](#). Both productions are actively engaging potential branded partners and FIFA brand sponsors such as Adidas, Coca-Cola and Visa. Alacran will also share [media content](#) with the JFF / TVJ coverage of the upcoming friendly games and World Cup.



LATEST UPDATE

As of today, the postponed game in Durban, South Africa, is back on the schedule. The documentary film crew is committed to start filming in South Africa. The JFF has agreed to the Alacran Foundation's negotiation points and the team will be paid their bonuses via the Reggae Girlz Foundation (with the Center for Social Change as their fiscal agent). Alacran funding is set to reach the RGF by April 5, 2019 pending Alacran's agreement with the JFF.



DATA POINTS AS (AS PROVIDED BY THE JFF):

- Direct support to 40 Girls/Women (16-29 years)
- Senior Reggae Girlz vs Chile - Two games played (Reggae Girlz won both matches)
- Waiting on list of other sponsors from the JFF
- Waiting on game attendance numbers from the JFF

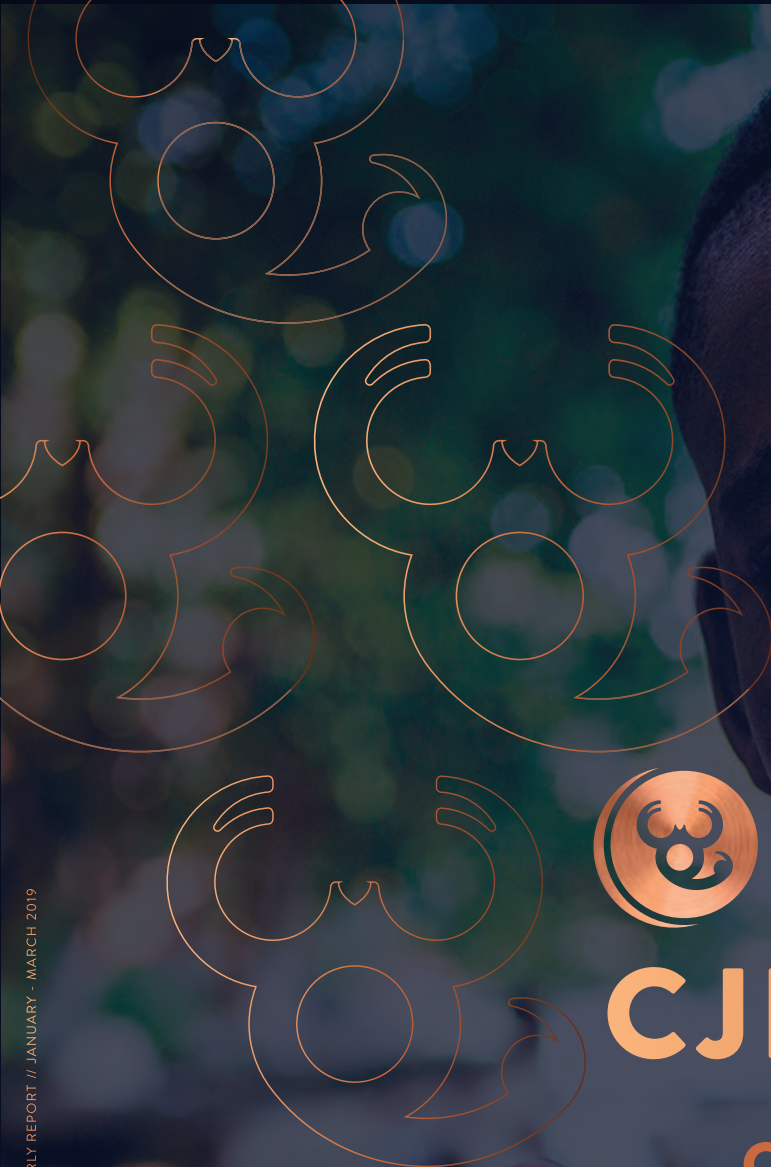
PLANNED JFF NEXT STEPS:

- Raise sufficient funds to plan and successfully execute the next three camps prior to the 2019 Women's World Cup and for post-World Cup preparation for the PANAM Games and subsequent tournaments and friendlies
- Launch of the Junior Grassroot Football Program in partnership with CONCACAF and the United States Embassy, Kingston

AF NEXT STEPS:

- Implement AF RG [social media plan](#)
- Strategy for PR/video and [brand marketing](#) for upcoming friendly games and World Cup
- Strategy for girls U-17 support
- Research Girlz Academy partners and funding





CJFA

**CHRIS JOHNSON
FIGHTING ALLIANCE**

**2019 BOXING SUMMER CAMP AND
COACHING PILOT PROGRAM**





GENERAL UPDATES:

- **Data Points:** Approximately 15 boys currently engaged in an after-school boxing program facilitated by Chris Johnson in advance of the summer program
- **February:** LOLA Partners made site visit to Falmouth United for buildout of CJFA facilities
- **Medium/Long-Term Plan:** Boxing gym and training programs at the Elleston Wakeland Community Centre

IMMEDIATE NEXT STEPS:

- Contract to be reviewed by AF attorney and CJFA team
- Promotion and activation for CJFA Summer Program (May - July 2019)
- Support CJFA partnership with the Jamaica Boxing Board of Control (JBBC) regarding implementation in schools
- AF site visit in collaboration with JBBC president to further explore stakeholder partnerships

RECOMMENDATIONS:

- Draft and sign CJFA contract per current business case for pilot project
- Review, monitor, and evaluate pilot project to determine future planning and support
- Video and media promotion of CJFA program





FUFC

FALMOUTH UNITED
FOOTBALL CLUB

ELLESTON WAKELAND YOUTH CENTER



AF FUNDING CONTRIBUTED TO DATE: USD\$64,265

GENERAL UPDATES:

SIGNIFICANT DATA POINTS PROVIDED BY FUFC:

- 30 players engaged in Senior Football Program
- Approximately five (5) coaching staff
- Young men ages 20-29 (senior football team)

CURRENT ACTIVATIONS:

- Preparation for summer 2019 programs for youth
- Preparation for Red Bull football competition at community centre
- Local Office Landscape and Design (LOLA) Partners made site visit to Falmouth United for buildout (see [LOLA proposal](#))

ADDITIONAL PARTNERS/SUPPORT:

- **Kaya House:** Donated computer, desks, lockers, and file cabinets
- **Caribbean Choice:** Provided food for home games and other non-perishable foods
- **Royalton Hotel:** Donated toilets, provided plumbing services and linens

IMMEDIATE NEXT STEPS:

- Professional football, under-17 football program, youth football development
- Continue development with LOLA:
 - ∞ Assemble base materials for Falmouth site
 - ∞ Create program diagrams for Falmouth site to determine carrying capacity of site
 - ∞ Develop site plan options for Falmouth
 - ∞ Review Falmouth site plan options



FUFC FOUNDER KY-MANI MARLEY

LONG-TERM PLANS:

- Café and event space buildout
- Solicit donors/partners to get computer lab donation
- Solicit support for reading and arts program

RECOMMENDED AF SHORT/MEDIUM-TERM PLANS & SUPPORT:

- Design and build scrimmage field
- Design and build perimeter fence
- Purchase 28-seater bus to transport staff and players for away games
- Continued partnership / sponsorship development (i.e. Stewart Automotive, JFF Grassroots Football program)



YOUTH DEVELOPMENT

MUSIC & ARTS EMPOWERMENT



TO BE ACTIVATED NEXT QUARTER (APRIL - JUNE):

MUSIC/ARTS EDUCATIONAL AND CULTURAL EXCHANGES:

Jamaica is host to multiple well-established music schools and programs for youth throughout the island. What is missing is well-trained music teachers, well-trained sound technicians and a diversity of positions for trained musicians to play on-island. The result is that existing programs are not successfully retaining music students and there are fewer live community performances island-wide. Alacran Foundation is positioned to partner with existing programs by offering needed:

- **Scholarships for music teachers and sound technicians**
- **Instruments to students who cannot afford them**
- **Sponsorship of community concerts and performances**

The Alacran Foundation is positioned to provide enrichment to young people, youth ambassadors, adult professionals and community leaders to be empowered by international travel experiences while impacting our global village and communities.

Proposed Programs and Potential Partners:

- **Edna Manley College of the Visual & Performing Arts Musical Instruments & Scholastic Program**
- **POA Partners of the Americas Travel Grant for Teacher in Residence Education & Culture Program:**
 - ∞ Exchanges between counterpart 'Chapter' organizations for a minimum duration of 10 days
 - ∞ Month-long Teacher in Residence grants coordinated by the Bi-National Centres in Latin America
 - ∞ USA Partner: Preserving Archiving and Teaching Hip-Hop (PATH)
- **BloomBars - Oak Blossom Exchange and Book Drive Programs:**
 - ∞ Port Antonio-based pilot program to support literacy and access to books. Coordination of exchanges among creative youth and staff from African and Caribbean descent with artists and musicians across the USA and Jamaica.



YOUTH DEVELOPMENT AND INTENTIONAL CAPACITY STRENGTHENING AND COLLABORATIONS:



Through its collaborative youth development initiatives, the Alacran Foundation can improve grassroots community-based organizations in their own sustainability and advocacy efforts. Partnerships and funding organizations and programs' technical capacities, and help sustain effective and successful workforce development, as well as entrepreneurial and youth empowerment programs.

- **Youth-For-Development Network (YFDN):**

YFDN, a registered non-profit charitable organization based in Jamaica, offers local and international organizational strengthening and program delivery to youth, youth workers and community leaders, through direct support to vulnerable youth and communities.

YFDN Programs:

Bob Marley One Love Youth Camp (OLYC): Provides professional development training for teachers and professionals representing 30 non-traditional schools and community-based organizations in urban and rural parts of Jamaica. It has served over 180 teens with art empowerment camps, increasing confidence and motivation through community engagement. Impact through schools, organizations and performance is approx 25,000 people. Teens experience opportunities to connect with their creativity and live Bob Marley's vision of equality by using music to change the world.

Partners of the Americas (A Ganar) Youth Empowerment & Workforce Development training program:

A Ganar (Spanish for "to earn" or "to win"): YFDN is an A Ganar program licence holder in Jamaica, granted by Partners of the Americas, a U.S.-based international volunteer organization. The A Ganar program uses the power of sports combined with life and employability skills, internship, entrepreneurship and mentorship to help youth with professional and personal development. YFDN has served over 2,500 youths in Jamaica. In its ninth year of implementation, customized focus engages teenagers in medium and high juvenile remand and correctional centres. A Ganar envisions a world where the power of sport is effectively used as a teaching tool to address the challenges of youth employment, crime and education.



WINNIFRED

B E A C H

JAMAICA



AF FUNDING CONTRIBUTED TO DATE: USD\$23,000

DEVELOPMENT PROJECT (PHASE 1):

- **Local Office Landscape & Urban Design (LOLA) Fee:** USD\$20,000.00 / month
(starting April 2019)
- **AF projected spending:** USD\$200,00.00 (estimate for Winnifred watershed demonstration site with comfort station)

GENERAL UPDATE:

- ∞ JANUARY - LOLA Partners attended NYE party in Port Antonio
- ∞ FEBRUARY - LOLA Partners met André for site visits to Winnifred Beach
- ∞ MARCH
 - Proposal meeting with LOLA in NYC
 - Submitted [Proposal](#) and [Slide Presentation](#) for Board approval
 - Creating 2-3 minute video describing “The Bathroom that Saved Jamaica”
 - Continue to coordinate with Alacran’s partners for basemap information for Winnifred Beach and Winnifred watershed
- ∞ Engaging partnership support with:
 - [Winnifred Beach Benevolent Society](#)
 - [Daryl Vaz](#) - West Portland Member of Parliament
 - [Yvonne Blakey](#) - Coldwell Banker JA
 - [Jamaica UAV](#)
 - [Jamaica Urban Development Corporation](#)
 - [Jamaica Tourist Board](#)
 - [Alligator Head Foundation](#)
 - [CARICOM](#)
 - [P.A.V.E. \(Portland Arts & Vocational Education\)](#)



WINNIFRED
B E A C H
J A M A I C A





NEXT STEPS WITH LOCAL OFFICE LANDSCAPE & DESIGN (LOLA):

APRIL 2019

- Work with Alacran to create a list of programs for immediate term (summer 2019), Phase 1 (first year of construction), and long-term (years 2-5)
- Continue to develop Winnifred comfort station with the input of Alacran's project team and partners

MAY 2019

- Complete design development for Winnifred comfort station
- Winnifred design development with Alacran and partners





SPONSORSHIP / ACTIVATIONS





SPONSORSHIP / ACTIVATIONS

AF FUNDING CONTRIBUTED TO

DATE: USD\$40,693.49



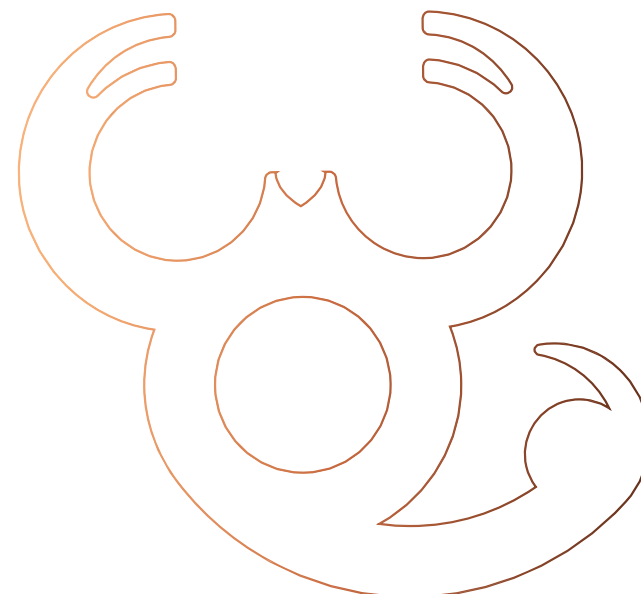
- **Bob Marley 74th Earthstrong Celebration (provided children's book-making activity)**
 - ∞ 4500 attendees
 - ∞ Children ages 3 - 18
 - ∞ Men and women ages 20 - 55
- **Title sponsor for Flourish Media's 2019 Behind the Leaf Conference**
 - ∞ 200 attendees
 - ∞ All women
- **STAMPED docuseries trailer (now in production)**
 - ∞ 14 employees in film production
 - ∞ Media impact (TBD)
- **Alacran Foundation Inaugural Christmas Treats (December 2018, US\$159,778.70)**
 - ∞ 4 parishes in Jamaica
 - ∞ 6 local community center partners
 - ∞ 835 gifts distributed to children
 - ∞ 470 meals delivered to senior citizens

ALL ACTIVATIONS RECEIVED PRESS, MEDIA AND VIDEO COVERAGE



FOUNDATION FIRST QUARTER WINS

- ✓ **Alacran Foundation established as Legal Charity in the UK**
- ✓ **Built out organizational systems for Foundation's operations, fiscal management, partnerships and reporting to optimize success and sustainability**
- ✓ **Retained highly recommended consultants, experts and professionals of Jamaican descent living onisland**
- ✓ **Alacran Foundation became a valued stakeholder with multiple partners in Jamaica (15+ partners)**
 - ∞ Implemented Jamaica-wide Christmas Treats
 - ∞ Funded Reggae Girlz Pre-World Cup Football Camps
 - ∞ Implemented CJFA Boxing after school pilot program
 - ∞ Funded Falmouth United Football League
 - ∞ Initiated development of 0% carbon footprint / work development community beach and watershed demonstration site
 - ∞ Initiated development of Falmouth United venue
- ✓ **Alacran Foundation has been quickly recognized and established in Jamaica for major contributions to sports, community and youth development**
 - ∞ 382 articles covering Alacran Foundation-related projects since Aug. 20, 2018
- ✓ **Peacekeeper on behalf of the Reggae Girlz with the Jamaica Football Federation**
 - ∞ Worked with Bob Marley Foundation and RG Foundation partners to end Reggae Girlz team strike and facilitated contract negotiations

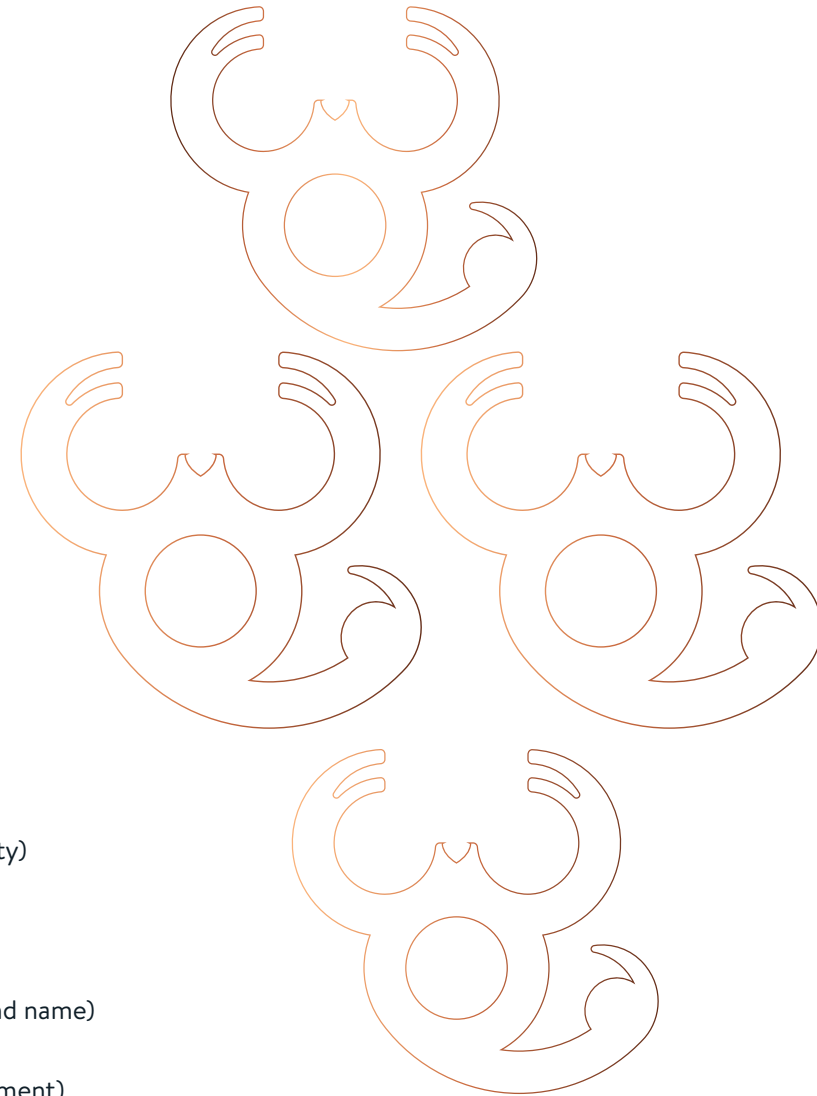




NEXT STEPS

Recommendations / action items:

- Facilitate Board of Trustees Meeting in April
- Complete USA and JA Non-profit branch registration
- Finalize contracts with all funded partners, consultants and contractors
- Present Annual Calendar 2019 - 2020 for approval
- Present project-based milestones
- Foundation website, social media and video campaign launch
- Designate attention to strategic planning and capacity-building initiatives
- Pursue partnerships and government support for Jamaica watershed development project
- Fund buildouts of Falmouth United and Winnifred Beach
- Foundation development and fundraising planning (focus on partnerships for program sustainability)
- Increase data collection and reporting
- Reduce Alacran Foundation PR and sponsorship visibility (reduces financial risks and protects brand name)
- Invest in micro industries (solar power, bamboo, alternative building materials, workforce development)



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alacran
foundation

alacranfoundation.org



PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Vivian Olodun AndersonAddress: 253 NE 2nd Street 4508City, State, Zip: Miami, FL 33132 Phone/Fax: 661-406-47052. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: April 2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Vivian Olodun AndersonApril 2016

6. The length of time in business: 8 years

7. The length of time (continuous) in business as a service organization in Florida:

8 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

WCA

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$8500.00

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10 DAY OF April, 2024

BID SUBMITTED BY:

Flourish Media
Company

661-406-4705
Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

CEO
Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

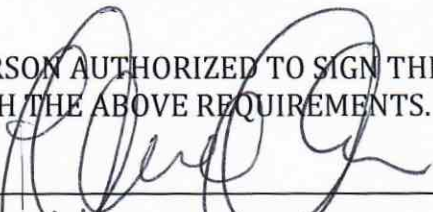
that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name


Vilian Olofin Andersen

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date _____

Signature _____

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

Signature

CEO, Villian Charlun Andersen
Print Name and Title

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

UOA

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: Vivian Olofin Anderson

Title: _____

Date: _____

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

7285966

BUSINESS NAME/LOCATION

FLOURISH MEDIA
253 NE 2ND ST APT 4508
MIAMI, FL 33132-2319

RECEIPT NO.

RENEWAL
7574408



OWNER

VIVIANOLODUN LLC
C/O VIVIAN OLODUN ANDERSON
MGR

SEC. TYPE OF BUSINESS

212 CONSULTANT

EXPIRES

SEPTEMBER 30, 2023

Must be displayed at place of business

Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**

66.00 12/14/2022
INT-23-209918

1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



RFP NO: 24-0410100

Public Relations and Marketing Consultant

The City of Opa-Locka

Company Name

VIVIAN OLODUN LLC DBA FLOURISH MEDIA

Company Type

Limited Liability Company

Address:

253 NE 2nd Street 4508

Miami, FL 33132

Telephone: (661) 406-4705

Primary Contact

Vivian Olodun

Email: mail@flourishmediaco.com

Submission Deadline:

Wednesday, April 10th, 2024, 2:00pmET

SECTION 1: EXECUTIVE SUMMARY

Thank you for presenting Flourish Media with the opportunity to deliver an exceptional service to the City of Opa-Locka. Flourish Media has an outstanding track record of delivering marketing services since 2015. Vivian Olodun, LLC dba Flourish Media has been in operation for nine years with a base team of 35. We are confident in our ability to execute and provide a cost-effective solution that exceeds all your requirements.

Flourish Media is based in Miami, Florida, and has consistently delivered professional marketing services since our inception. We have built a reputation and performance that surpasses our competitors exponentially. Our clients know us as experts and refer to us as a one-source solution. The City of Opa-Locka can always count on Flourish Media to exceed every requirement and perform the work expeditiously.

Our processes and methods give us a strategic advantage in our cost structure, making it possible to deliver a cost-effective solution. Since the services requested fall in our wheelhouse, we have the past performance to deliver an exceptional solution. We are also 100% confident in our ability to deliver a risk-averse solution to your organization.

Our staff consists of well-trained subject matter experts dedicated to exceeding all expectations, meeting all deadlines and requirements. We follow all rules and regulations, policies, and procedures, which ultimately deliver outstanding results while ensuring compliance. Should the City of Opa-Locka choose to work with Flourish Media, you can be rest assured all the requirements within this RFP will be delivered strictly according to the scope of work on time and budget. Working with us is not only a choice but an honor and a relief to know that everything will be completed according to plan.

Also, we are a Miami-Dade registered certified small business and federally registered women and minority-owned small business with a strong focus on hospitality. We have the technical capabilities, experience, and highly qualified operational team to support your efforts indefinitely. We are here to deliver an exceptional service that supports the City of Opa-Locka and its mission. We genuinely look forward to being a value-adding vendor when a need arises.

Sincerely,

Vivian Olodun

President

SECTION 2: COMPANY, STAFF & TEAM QUALIFICATIONS

Flourish Media will make six subject matter experts available to the City of Opa Locka account. The six experts have existing teams to support and ensure every requirement is met according to the scope of work outlined in the solicitation.

Flourish Media's Public Relations Director is the lead consultant on this RFP. Clients have the instant advantage of working with a team who have extensive experience. The City of Opa-Locka should select a vendor in this role who has a heart for the culture in South Florida but a global perspective.

The team of six consists of:

- Public Relations Director
- Account Manager
- Project Manager
- Marketing Manager
- Creative Director
- Media Buyer

Below are the breakdown of key personnel and experience.

Public Relations Director

The Public Relations Director is a position that is available to the City of Opa Locka in accordance with the scope of work. The person in this role is responsible for writing press releases, communicating with the media and coordinating opportunities to amplify the client's message and/or activities. The person in this role works closely with the Project Manager and gathers information from the Creative Team to portray the clients in the best light publicly. The person in this position has crisis management expertise. The person in this role has twenty years of experience.

Account Manager

Flourish Media's Account Manager is the on-site consultant who will act as the key point of contact for client projects. The person in this role is responsible for communicating the client's needs to the internal team and carrying out tasks for the client. The Account Manager/consultant is present for regularly scheduled meetings and reporting service outcomes to the City of Opa-Locka. They will also oversee all internal and public presentations required by the RFP. The Account Manager is supported by a Brand Strategist who has previous experience in both consulting and media as an executive team member. The Brand Strategist has 20 plus years of experience in operations, advertising and marketing working with global brands similar to the scope and size of this RFP. In previous roles, the brand strategist has led large teams, overseen \$1-Billion in media, and delivered over 200 media campaigns annually.

The Account Manager and Brand Strategist will oversee a team of Administrative Assistants and Marketing Specialists. They will also lead the overall strategy, development, and execution of

innovative marketing campaigns across various platforms including social media, digital advertising, and out-of-home materials. Responsibilities will include crafting comprehensive strategies, analyzing data to optimize campaign performance, and fostering a culture of creativity and collaboration within the team.

Project Manager:

Flourish Media's Project Manager collaborates with the Account Manager/Brand Strategist. This organizational structure allows flexibility in handling multiple projects at the same time. The Project Manager manages the team assigned to the project to ensure creative professionals and third-party vendors are on task and on track to deliver exceptional service while meeting every requirement. The Project Manager will manage the internal staff but does not often connect with the client directly. The person in this role started their career at The Workshop Collective ten years ago. Having started their career at The Workshop Collective over ten years ago, they returned in 2020 to help oversee daily operations as well as take on the role as liaison between the client and creative team. The Project Manager has extensive hospitality experience working with The Miami Beach EDITION Hotel, Nobu Hotel Miami, Hotel Joaquin Laguna Beach, East Miami, Fontainebleau Aviation, Brightline, Life House Hotels, Turnberry Isle, The W Hotel Miami, and The Art of Banksy.

Marketing Manager:

Flourish Media Marketing Manager is responsible for public communication on behalf of the client. In this role the Marketing manager will work in tandem with the Project Manager to ensure messaging is in-line with the omnipresent marketing campaign for the City of Opa-Locka.

The Marketing Manager was essential when working on materials for the Women's World Cup 2019. Items were required at the sports arena that met regulations in Jamaica, the United States, South Africa, and France. Flourish Media's Marketing Manager proved to be an essential member of the team helping Flourish Media host more than (30) events across the nation in 2019. Our Marketing Manager is a shining achievement in training large organizations how to use social media more effectively to build or to share messaging that best portrays the client's core value.

The Marketing Manager will create the strategic plan to support the Public Relations Director. The Marketing Manager oversees the coordinators' team, which delivers benchmarks daily.

Creative Director:

Flourish Media's Creative Director oversees visual content as outlined by the client. The Creative Director works in collaboration with the Project Manager and Marketing Manager to align with the client's brand identity standard and messaging. Their duties include working with the creative team to design captivating graphics, videos, and website designs. Their main goal is to ensure our visuals align with the City of Opa-Locka and bring to life its visual campaigns. The individual in this role has fifteen years of experience and has left an ample footprint all over South Florida's hospitality scene.

The creative team is led by two seasoned Graphic Designers, an Illustrator, and our Creative Director of Video production.

The Senior Graphic Designer has seventeen years of experience working on brands like Caterpillar, Skyline, Savannah Art & Design, Sysco, and Citrix.

The Second Lead Graphic Designer has been the creative force behind some of the more recognizable brands and campaigns that have come out of the company including PGA Resort and Spa, The Miami Beach EDITION Hotel, Barry's Bootcamp, and Another Wing. Their role as a Second Lead Designer is to oversee and manage all aspects of the design process.

The Lead Illustrator has a knack for conceptualizing and creating brand identities and original illustrations. They have been the lead Illustrator for such clients as The Setai Hotel and The Diplomat Resort. Like the Second Lead Designer, the Lead Illustrator's role is to oversee and manage all aspects of the design process.

The Senior Video Producer is an esteemed video editor and director. Their skill set is in Adobe Premiere Pro, After Effects, Unreal Engine 5, and the Canon cinema cameras. Their portfolio includes Barry's Bootcamp, New Era Cap, Faena Miami Beach, and Ford Motor Company.

Media Buyer:

Our Media Buyer is the brains behind all our paid advertising campaigns. Their job description is to place visuals and messages in front of our ideal market through paid advertising and search to generate the highest ROI. Our Media Buyer has eighteen years of experience. Publix brand is one of many highly recognizable companies that spend \$300 million dollars on paid advertising. The person in this role has personally managed total ad spends exceeding \$4 Million on behalf of clients. When the City of Opa-Locka decides to leverage paid advertising to increase reach and engagement, our media buyer will deliver outstanding results.

SECTION 3: QUALIFICATIONS/RELATED EXPERIENCE

Flourish Media has extensive experience in public relations, event marketing, promotions, and media planning including buying and designing marketing campaigns. Flourish Media's seasoned team is known for implementing management control processes, creating strategic plans, authoring brochures and reports, creating mathematical and economic impact analysis, along with any other creative task required for highly effective advertising services. We have also performed financial analysis to evaluate projects, budgets, and other finance-related transactions to determine their performance and suitability.

Because of Flourish Media's experience and understanding of media buying and marketing planning, operations, capital resources, human resources, finance, sponsorship, and promotions, we have the required techniques and processes to leverage media buying and public relations to achieve our desired outcome. Flourish Media regularly deploys public relations to amplify our messaging for client events in entertainment, art, cultural and historic experiences. Our knowledge and experience in tourism and cultural events provides clients with peace of mind. We will also establish and maintain working relationships with employees, business representatives, the public and other officials to achieve a successful marketing campaign for all projects required by the RFP. The relationship we continued to maintain with The EDITION Hotel on Miami Beach, FL, Nobu Hotel Miami, Fontainebleau Aviation, Brightline, Turnberry Isle, and The Art of Banksy are all examples of the results that the City of Opa-Locka can look forward to.

Flourish Media will leverage our experience to formulate recommendations, analyze information and use independent judgment to create desired outcomes for the City of Opa Locka. We will execute and coordinate work with the City of Opa-Locka to ensure all stakeholders and staff members are on the same page and aligned with the mission.

Flourish Media has a professional demeanor at all times. Flourish Media staff hold advanced university degrees including: a PhD in Education, Masters in Public Administration, and a collection of Bachelors' degrees in fields such as communications, business and marketing. Prior work experience building campaigns for Miami-Dade County, NGOs, Viacom, Sysco, Walt Disney World, UniVision Communications, Publix, The Greater Miami Convention and Visitors Bureau and Visit Orlando. We train our personnel to pay attention to the details, write concisely, listen carefully, and to speak clearly especially during public and internal presentations. We are well versed in all Adobe Suite, Google Suite, Secure Email Systems, Quickbooks, research and reporting.

Something worth noting about Flourish Media is that we are experienced in Public Relations during an election year in which changes happen frequently without notice. For that reason Flourish Media has adapted Media Insurance as well as protocol to respond quickly in the event of unforeseen global changes as a result of our learning during the global pandemic. We believe that our commitment to protecting our clients by investing in Media Insurance and SOP's puts us

at a strong advantage over any other vendor. Our team speaks multiple languages that connect with the demographic found in the City of Opa-Locka.

Overall, Flourish Media has the experience, capabilities and desire to deliver an excellent solution to the City of Opa-Locka. Our team is ready to exceed all expectations required by this RFP.

Collectively, Flourish Media has a combined over 50+ years of experience providing marketing and advertising services. Our team is local to South Florida. We've worked with companies like The Alacran Foundation, Kreyole Essence, Greater Miami Convention and Visitor Bureau, and the Florida State Minority Supplier Development Council. We were also responsible for the marketing campaign that brought global awareness to Jamaican citizens located around the world. Securing press, creating visual collateral, and media training to the professional athletes on the Reggae Girlz, the Jamaican Women's national football team.

Based in Miami, Florida, Flourish Media is uniquely familiar with tourism and hospitality globally.

Notable contracts include:

Recurring social media training programs designed for the Greater Miami Visitors and Convention Bureau for travel and hospitality small businesses in South Florida who want to attract foreign customers online.

Flourish Media also managed marketing for the Reggae Girlz, Jamaica's Women Soccer Team for the World Cup in France in 2019. This is Flourish Media's most significant, sporting project to date.

Publix, the beloved grocery chain, executes custom-targeted weekly BOGO (Buy One Get One) campaigns, investing over \$3 million annually, equivalent to \$57,000 per week, on strategic paid media buys. Through astute optimization techniques, Flourish Media's esteemed paid media buyers have delivered compelling messages to the right audience at the right time, driving engagement and sales. The results speak volumes: a staggering 276 million impressions garnered and an impressive 60% return on investment (ROI).

In Q4 2023 Flourish Media effectively introduced MSC Cruises, the leading privately held Swiss-based shipping and logistics company headquartered in Geneva, Switzerland, to North American markets, solidifying its presence and resonance in the region via social media marketing. Flourish Media's performance marketing team played an instrumental role in bolstering MSC Cruises' newly launched social media channels to the US-based market, which experienced a remarkable growth of 700,000 net new followers by the close of 2023. Collaborating closely with MSC Cruises' in-house marketing and creative team, Flourish Media spearheaded a dynamic content creation strategy aimed at aligning with paid media buys. This collaborative effort ensured that the content resonated with the target audience and reflected MSC Cruises' brand identity seamlessly. Leveraging hyper-focused targeting techniques,

Flourish Media orchestrated social ad placements that precisely reached the ideal users' feeds, maximizing visibility and engagement.

Flourish Media creative team embarked on an impactful project with The Miami Beach EDITION, showcasing its expertise in graphic design services to elevate the brand presence of its onsite venues. Notably, Flourish Media crafted captivating branding for Basement, the hotel's renowned nightclub, and Tropicale, its vibrant poolside bar, infusing each with a distinct identity reflective of the Miami Beach EDITION's upscale ambiance. As a result of this collaborative partnership, The Miami Beach EDITION has solidified its position as one of the most sought-after destinations for both visitors and locals alike.

REFERENCES

Hospitality Company: The Miami Beach EDITION

Contact Person: Maile Gamez

Title: Director of Culture and Entertainment

Phone Number: (305) 775-2939

Project Description: Branding and Graphic Design

Date of Project: Ongoing

Government/Company: Florida International University Engagement

Contact Person: Kanasha Paul

Title: Director of Venture Miami Opportunity Program

Phone Number: 786-380-3850

Project Description: Flourish Media Conference

Date of Project: February 2022

Government/Company: Televisa/Univision

Contact Person: Silvia Garcia

Title: Senior Vice President Audience Engagement & Growth

Phone Number: 305-497-2016

Project Description: Premios Juventude 2021 and Vix product launch

Date of Project: Aug 2020 - March 2022

SECTION 4: APPROACH TO SERVE

Flourish Media possesses an in-depth understanding of the City of Opa-Locka. Leveraging our expertise in Creative Brand Development & Production Services, we will craft a brand and marketing strategy tailored to resonate with both domestic and international audiences.

Flourish Media has a proven process for supporting clients and executing campaigns. Clients are brought on with a strategic process called a 13-Point Assessment. This is a questionnaire given to clients to deepen our overall understanding of the campaign's objectives.

This process allows us to understand the inner workings of our client's team, vendors, and resources. By applying our 13-point assessment process we hold a full understanding of the client's past successes, pain points, and opportunities to implement systems to improve the client's outcome.

After the 13-Point Assessment, we create an action plan which is assigned to each member of the client's support team. The City of Opa Locka support team is indicated in Section 2 as the Public Relations Director, Account Manager, Project Manager, Marketing Manager, Creative Director, and Media Buyer. These six leading positions have support teams and administrative staff dedicated to the City of Opa Locka. Our experiences have shown assigning teams with dedicated areas of focus with a management staff member to oversee day-to-day creates an integrated checks and balances which our clients value.

The support staff and administrative teams report to the key leadership positions who in return report to the client. Flourish Media values environmentally friendly practices and engages in tech solutions where possible.

The message we intend to convey is to portray the City of Opa-Locka as a dynamic cityscape with a vibrant and deep culture where you can truly live life to the fullest.

After the 13-Point Assessment and reviewing the archive of materials, we will create an action plan to include public relations tools such as photoshoots, video productions, social media campaigns, influencer campaigns, live activations, as well as placements across the city during trade shows, holidays, and paid advertising to showcase strategies available to the City of Opa-Locka.

From concept to execution, we will produce captivating marketing strategies, utilizing previous experience, relationships, and media outlets including social media to authentically showcase the City of Opa-Locka's story. Our commitment to transparent Communication and Reports ensures regular updates and comprehensive insights into the efficacy of our media strategies, driving increased website traffic, brand awareness, and visitor intent.

As stewards of Public Relations and Marketing Consulting Services for City of Opa-Locka digital assets, our Account Maintenance team will deliver services as a resource to create a plan for seamless coordination and support across all marketing channels, ensuring the smooth execution of every campaign. Our seasoned Media Planning experts will craft a dynamic,

research-driven media plan to target key audiences, negotiate strategic advertising buys, and amplify the City of Opa Locka's message.

Additionally, we offer optional services such as social media management, public relations, immersive media experiences, and consumer events to further enhance marketing efforts. Beyond traditional channels, our expertise extends to Website Design & Tradeshow Exhibit Planning, ensuring a seamless and immersive brand experience.

In conclusion, Flourish Media is more than a marketing agency; we are strategic partners committed to the success of the City of Opa-Locka. With our blend of creativity, expertise, and dedication, we will elevate the city's brand, driving increased tourism, economic growth, and community pride. Together, let's *flourish*.

SECTION 5: PRICING PROPOSAL

60% Supervision [\$81,000]

Description	Qty	Units	Team Rate	Team Size	Amount
Public Relations Director	220	Day	\$230	1-2	\$50,600.00
Account Manager	220	Day	\$74	1-2	\$16,280.00
Project Manager	180	Day	\$70	1	\$12,600.00
Creative Director	0	Day	\$75	3 - 7	\$0
Media Buyer	0	Day	\$75	3 - 6	\$0
			Estimate A	16 - 35	\$79,480.00

10% Production [\$13,500]

Description	Qty	Units	Team Rate	Reports to	Amount
Copywriters	12	Months	\$665	PR / Project Manager	\$7,980
Designers	48	Day	\$115	Creative Director	\$5,520
Production Artists	0	Day	\$75	Project Manager	\$0
Video Crew / Editors / Website Developers	0	Day	\$450	Creative Director	\$0
Paid Ads	0	Months	\$75	Media Buyer	\$0
				Estimate B	\$13,500

10% Materials [\$13,500] | 5% Contingency [\$7,500]

Description	Qty	Units	Team Rate	Reports to	Amount
Administrative / Tech	12	Allow	\$280	Account Manager	\$3,360.00
Logistics / Printing	12	Allow	\$280	Project Manager	\$3,360.00

Digital Assets / Events	12	Allow	\$280	Media Buyer	\$3,360.00
Travel / On-Site Items	12	Allow	\$280	PR / Project Manager	\$3,360.00
Contingency	12	Month	\$625	Account Manager	\$7,500
				Estimate C	\$20,940.00

Description	Amount	
Creative Supervision Estimate A		\$79,480.00
Paid Ads/Production Estimate B		\$13,500.00
Materials / Contingency Estimate C		\$20,940.00
Paid Ads - Optional		\$5,000.000
	Subtotal	\$118,930.00
	Profit 15%	\$17,838.00
	Grand Total	\$136,758.00

ALTERNATIVE PRICING WITH INCREASED PAID ADS	Amount	
Supervision		\$79,480.00
Production		\$13,500.00
Materials		\$20,940.00
Reimbursable Expenses Reserves		\$5,000.00
Paid Ads		\$7,500.00
	Profit 15%	\$18,963.00
	Total	\$145,383.00

SECTION 6: REFERENCES

Contact Name: Maile Gamez, Director of Culture and Entertainment, Miami Beach EDITION

Address: 2901 Collins Ave, Miami Beach, FL 33140

Phone number: (305) 775-2939

Length of service: Ongoing

We have worked with Maile Gamez, Director of Culture and Entertainment for The Miami Beach EDITION to produce graphic design services and to create the branding for their onsite nightclub, Basement, and their poolside bar, Tropicale, as well as their self-produced beer. We were contracted to provide ongoing supportive design such as calendar creation and event flyers. Due to our support, the EDITION has become one of the most frequented hotels by both visitors and locals.

Contact Name: Saad Rawala, Director of Digital Investment at 22squared, Inc. *Paid Media Agency of Record for Publix Super Markets*

Address: 1170 Peachtree St. NE Suite 1400 Atlanta GA 30309 United States

Contact: saad.rawala@22squared.com, (813) 537- 2979

Length of service: 12 months

In collaboration with 22Squared, Inc. the agency of record for Publix Super Markets Inc for 20+ years, we embarked on a strategic initiative to enhance Publix brand presence and engagement through targeted paid social media advertising campaigns. Leveraging platforms such as Facebook, Instagram, Pinterest, LinkedIn, and Snapchat, we aimed to amplify Publix's reach and impact across various campaigns, including the weekly BOGO promotions, Grand Openings for newly renovated stores, and omnichannel initiatives.

Recently, we collaborated with Publix on several holiday-themed paid media campaigns aimed at positioning Publix as the go-to destination for all family holiday gatherings, from catering to cooking essentials. By leveraging captivating creatives and strategic ad placements, we successfully generated over 2 million impressions in Q4 2023, significantly amplifying Publix's brand visibility and affinity during the festive season.

WORK SAMPLES FOR CONSIDERATION

**All attachments after this page*

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Vivian Olodun AndersonAddress: 253 NE 2nd Street 4508City, State, Zip: Miami, FL 33132 Phone/Fax: 661-406-47052. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: April 2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Vivian Olodun AndersonApril 2016

6. The length of time in business: 8 years

7. The length of time (continuous) in business as a service organization in Florida:

8 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

WCA

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$8500.00

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10 DAY OF April, 2024

BID SUBMITTED BY:

Flourish Media
Company

661-406-4705
Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

CEO
Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

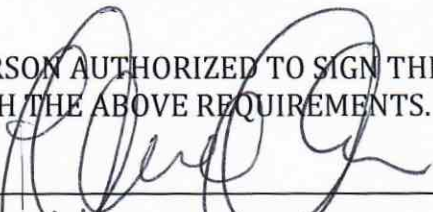
that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name


Vilian Olofin Andersen

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

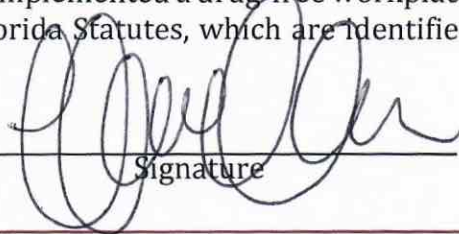
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date _____

Signature 

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

Signature

CEO, Villian Charlun Andersen
Print Name and Title

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

UOA

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: Vivian Olofin Anderson

Title: _____

Date: _____

RFP 24-0410100

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]

Title: [Signature]

State of Florida County of Miami-Dade

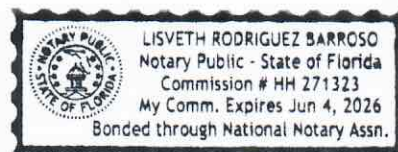
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 9th day of April, 2024.

By Vivian Olodun Anderson

Personally known [Signature] OR produced identification [Signature]

Notary Public

My Commission Expires Jun 4, 2026



2024



FLOURISH MEDIA

WORK SAMPLES

WWW.FLOURISHMEDIACO.COM

2024

SOCIAL MEDIA GUIDE

for small business

create a powerful, hyper-engaged
social media following



by: FLOURISH

MEDIA CONFERENCE: WHERE WOMEN DO BUSINESS

Page 360 of 1075

It's 2023, and you know what that means!

We are back new and improved with up-to-date resources and graphics. When you know better you do better. Clearly, you are ready to take your new company or existing business to the next level. Here are some field-tested tips and tricks to grow your social media presence.

The information included in this guide has been curated from some of our favorite resources!

Here is a list of all the resources used in this guide:

Google
YouTube
Facebook
Twitter
Instagram
Cisco
Linkedin
Pinterest
Snapchat
Word Stream
Post Cron
TikTok
Statista
Clubhouse
FlourishMedia.org
VivianOlodun.com
TracyTimberlakeonline.com

With **[Infographics & statistics]** from sproutsocial.com

FLOURISH IN 4 EASY STEPS

WHAT CAN MY BUSINESS DO TODAY TO GROW OUR SOCIAL MEDIA?



1. START USING VIDEO!

Video is the most effective form of social media content. 82% of all online traffic is video. On average, according to Hubspot, businesses publish 18 videos each month. Social video garners 1200% more shares than text and images combined. In 2022, 86 percent of businesses use video as a marketing tool. [FlourishMediaCo.com](https://flourishmedia.co) provides professional video services customized for social media marketing. Ask about our FREE video services available ONLY to Flourish Media clients.



2. ENGAGE WITH YOUR AUDIENCE

Social media is “social.” We know...mind-blowing. Both Facebook & Instagram reward pages that engage their audiences by “boosting” their reach. This means commenting on posts from your audience. “Liking” comments from your connections will result in more eyes seeing your activity without spending extra dollars. Equally important is the frequency of your post. “Regular” depends on your brand. Our Instagram page @FlourishMediaCo, posts daily, once every other week on YouTube & Facebook. @VivianOlo Facebook page posts are several days per week. Frequency should increase not decrease. Start small and adjust as needed.



3. RESEARCH PARTNERSHIPS

Chances are there are businesses out there that share your audience and band culture. Selling Real Estate? Partner with a Title Company for a picture contest #MyDreamHome. Fitness professional? Partner with a meal plan company or local healthy restaurant #EatClean. Beauty Stylist? Partner with a popular YouTube Vlogger for social media exposure #BeautyCare. Marketing partnerships are tailor-made for social media success. Not only are you engaging your audience but you are harvesting new audience members...see what we did there? Harvest| Marketing packages are available through [FlourishMediaCo.com](https://flourishmedia.co) for growing businesses looking to optimize their exposure.



4. MEASURE SUCCESS AND HAVE A PLAN TO REVISE

Flourishing looks different in each business plan. What are your business measurements for social media success? Likes? Followers? Conversion rates? Sales? A great way to track activity is to use a media management tool. Facebook & Instagram (which is owned by Meta) are unique in that Facebook provides plenty of useful data to track success. Leading third-party tools are SproutSocial.com, HootSuite.com, Inconosquare.com, EveryPost.com, and Bitly.com. Flourish Media One-On-One Consulting packages are designed for established brands looking to boost brand recognition.

DOES MY BUSINESS NEED TO BE ON EVERY SOCIAL MEDIA PLATFORM?

Short answer: No. Like any seed, your business ideas are packed with potential. Whether your business provides a product or a service you need to identify the environment where your business has the best potential to grow.



Careful not to over water- Talk to your audience

Believe it or not you can overshare on social media. Communicate in the form of a conversation. Do not speak AT your audience speak WITH your audience. Think back to your own social media page, think of that person you are connected with who shares his or her daily activities from breakfast, lunch, dinner, self-loathing emotional breakdowns to unsolicited advice about dieting or political views. Best advice: Do not allow your business to become THAT annoying voice to your audience.

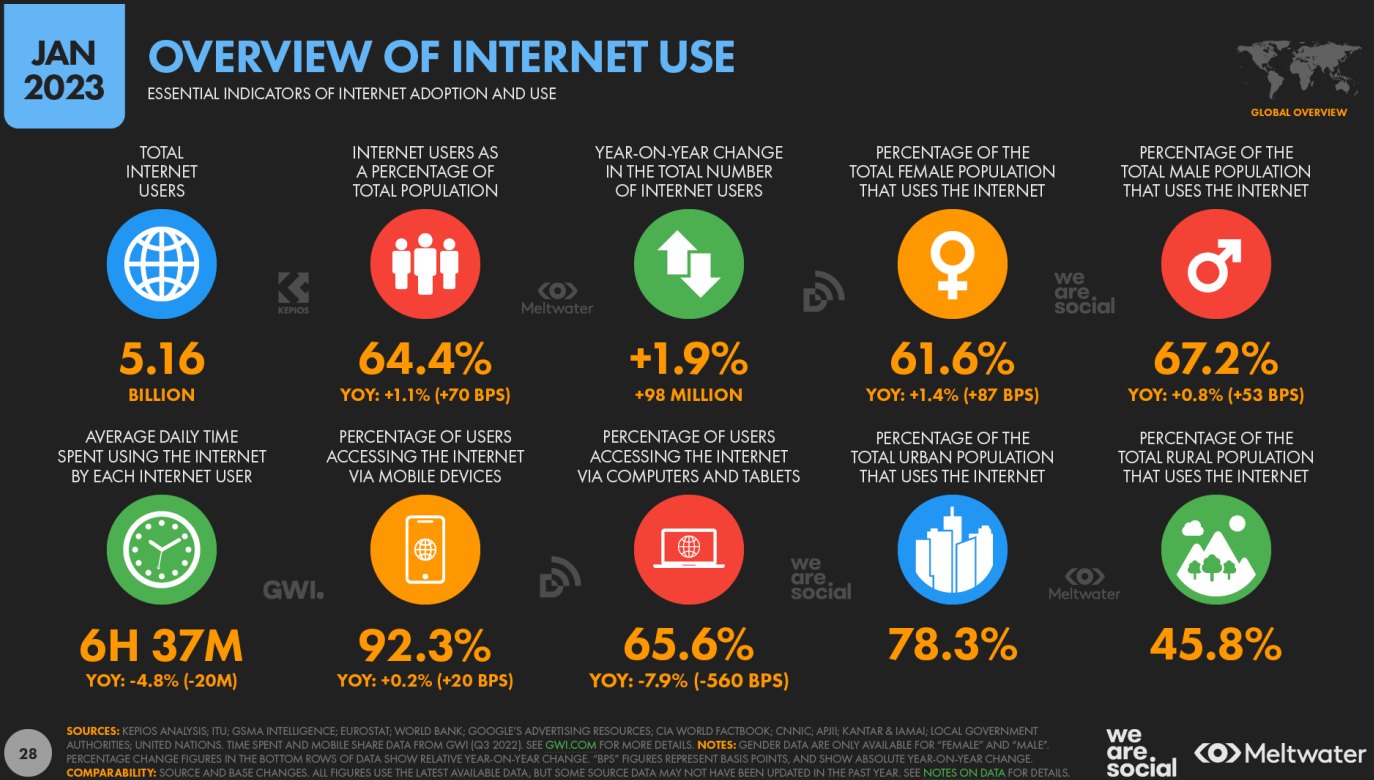
Prune regularly - Stay on message

70% of your social content should be helpful, useful, and/or entertaining to your audience. 20% is about how your product or service adds value to your audience. 10% is direct sales. Stay active but do not rush. You are nurturing a relationship with each member of your audience through each post, share, like, and comment. Growth takes time.

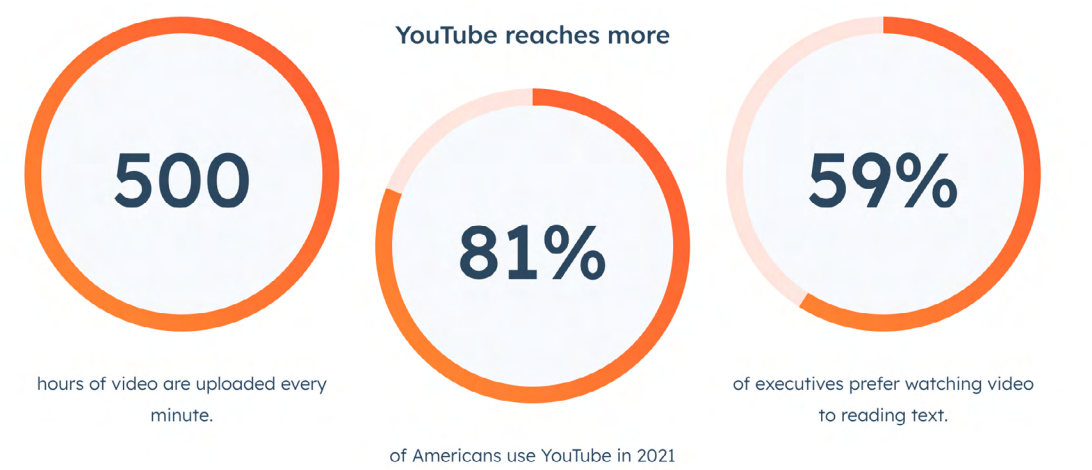
Look for nutrient rich soil - Go where YOUR people are



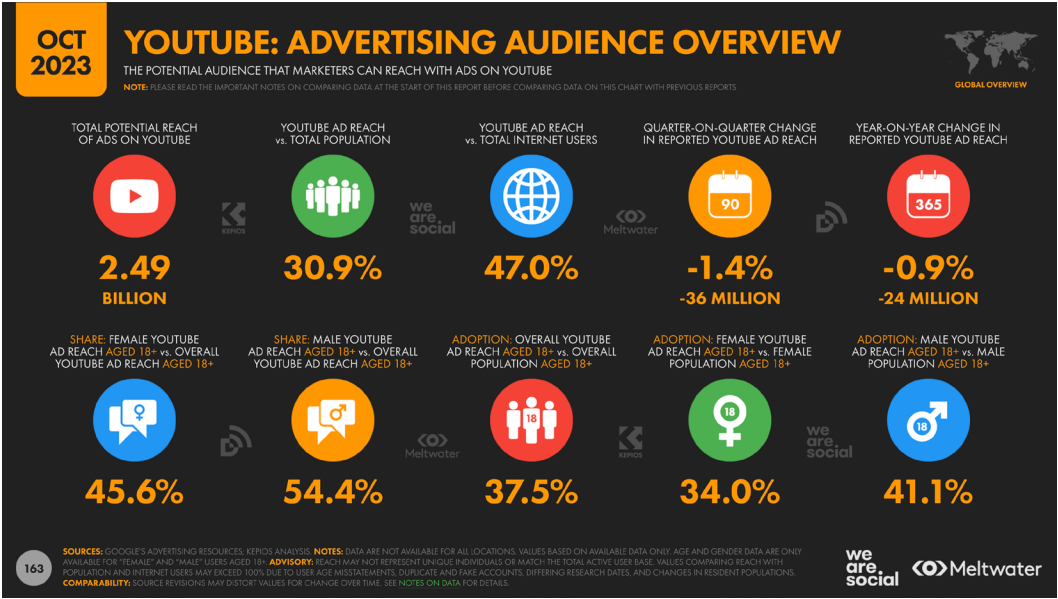
Overview of Internet Use



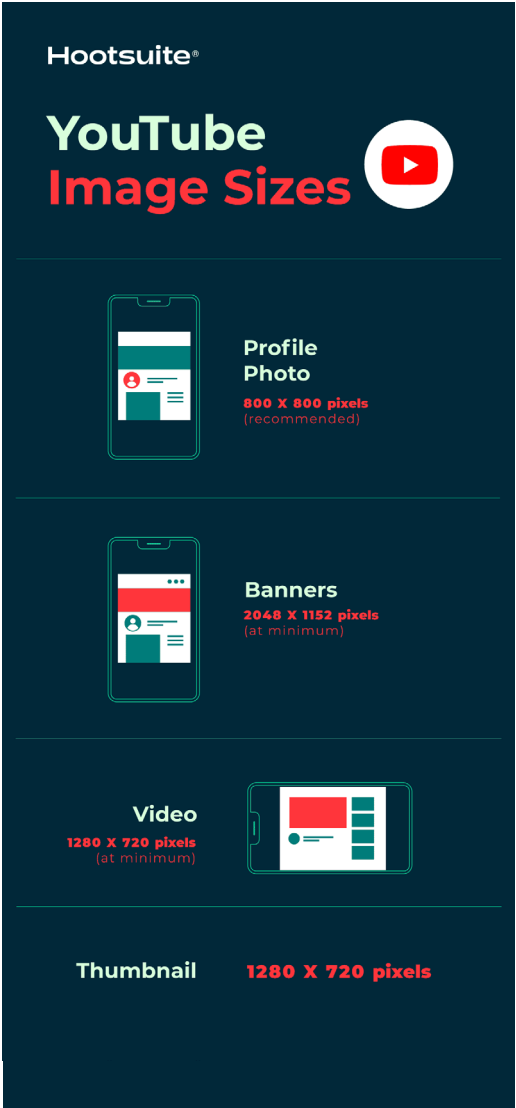
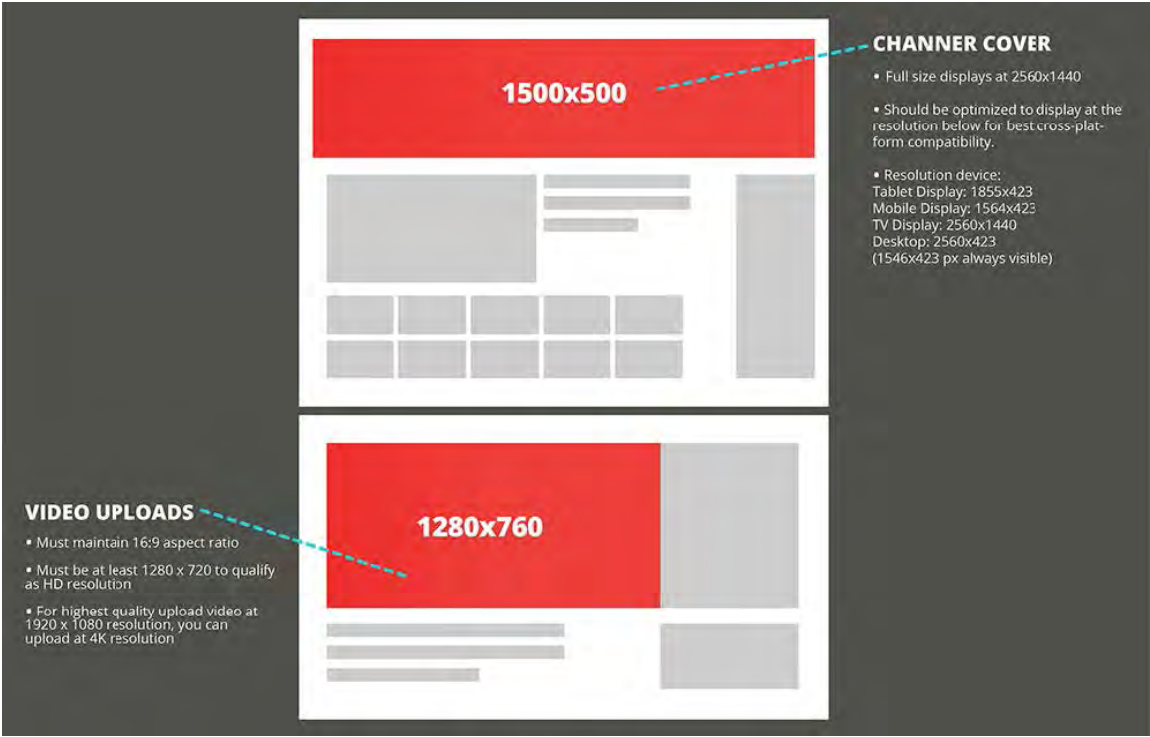
YOUTUBE



YouTube – [2,700,000,000 people use YouTube](#). Meaning 1 in 4 people in the world could potentially have access to your brand. Looking for a controlled audience? YouTube is it! [500 hours of video are uploaded to YouTube every minute](#). 1 billion hours of video are watched on YouTube every single day. 90% of YouTube videos are views from outside the United States. More than half of YouTube videos are watched from mobile devices.

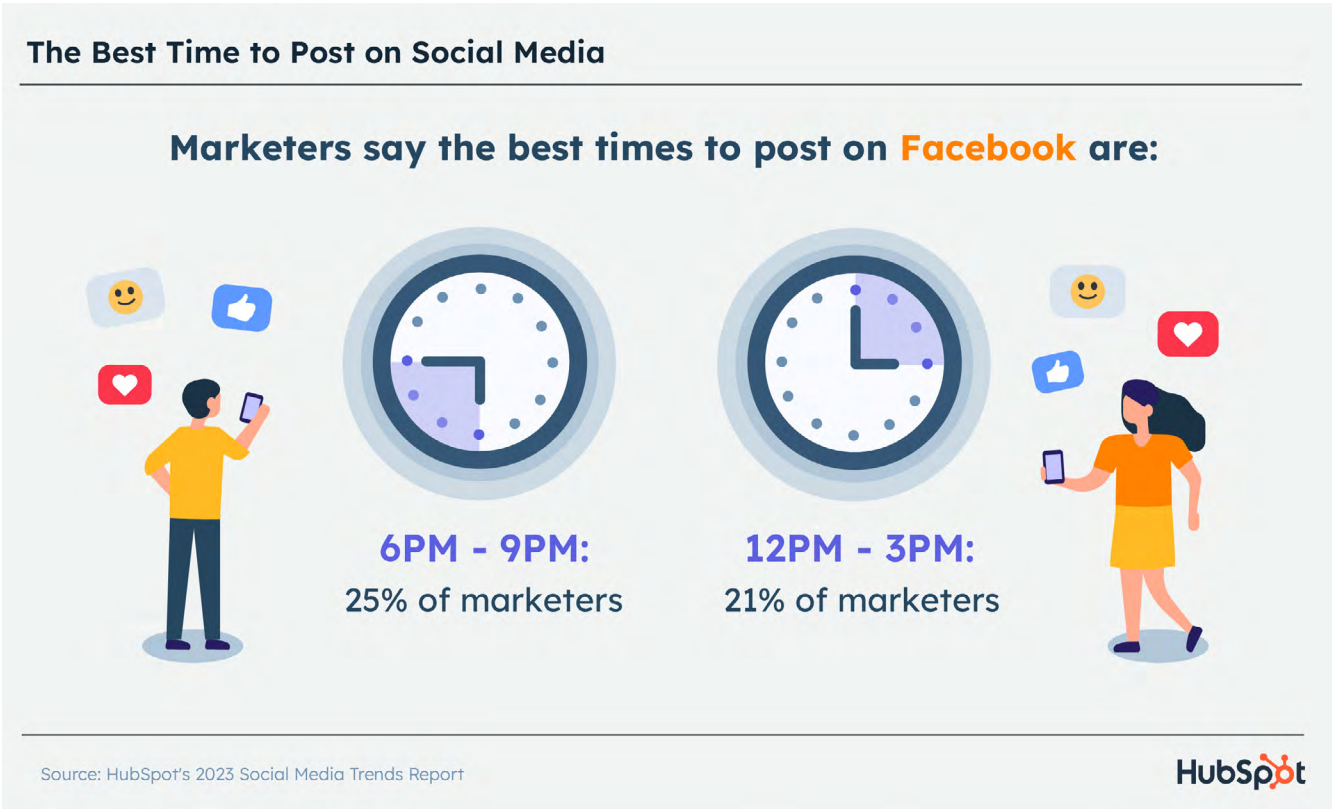


YOUTUBE



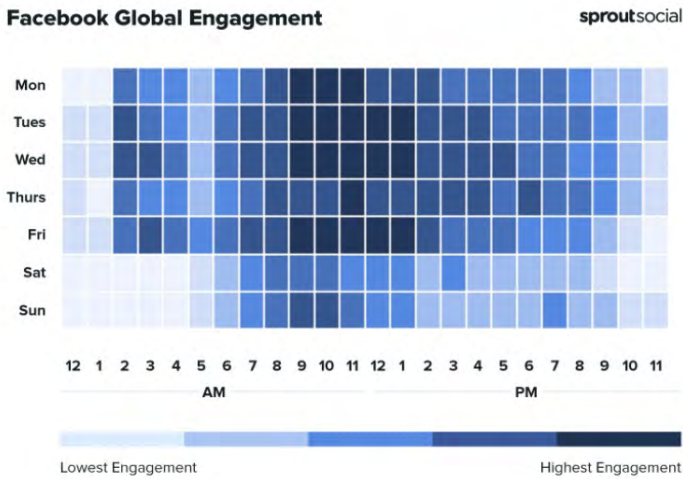
- Video Uploads 1280 x720 min and 3840 x 2160 max
- Channel Cover Photo 2560 x 1440
- Video Thumbnails 1280 x 720
- HD videos are 720p, 1080p, or 1440p
- Aspect Ratio is 16:9 (640 X 480, 1280 X 720, 1920 X 1080)
- YouTube provides a music library through Your Channel > Manage Videos > Audio Library
- YouTube is capable of hosting LIVE streaming
- YouTube videos can be downloaded
- Google owns YouTube
- Monetization is available through Ads, Channel memberships, Shopping, Merch shelf, Super Chat, Super Stickers, and Super Thanks, YouTube Premium Revenue
- YouTube has introduced short-form video content known as [YouTube Shorts](#). These videos are up to 60 seconds long and edited within the app or uploaded as pre-recorded content.

META (FORMERLY KNOWN AS FACEBOOK)

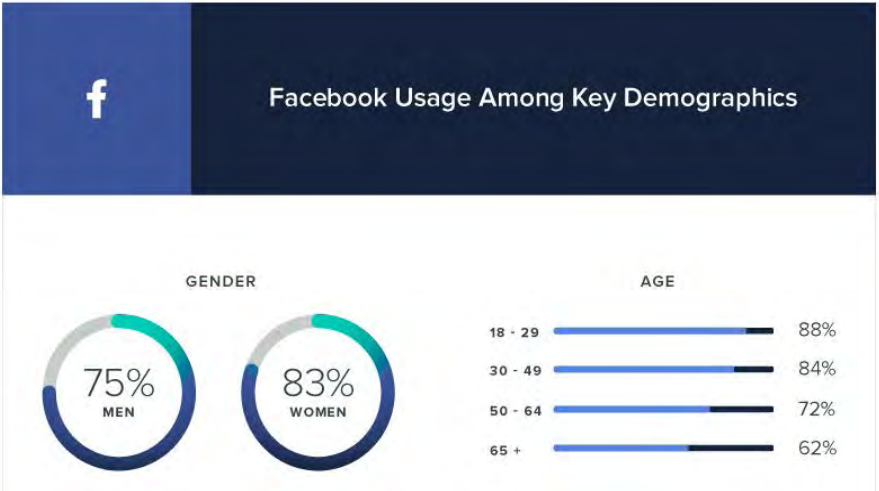


Meta – Formally known as Facebook, worldwide there are over [3.05 billion monthly](#) active Facebook users which is an increase year over year). Facebook is throwing a party, everyone is invited, and sharing cat videos is too good to miss. [86% of internet users](#) with \$100k+ income use Facebook. [98% are mobile active](#) users or known as (MAU).

Make sure your content shares easily with this dominating demographic. [Ages 25-34](#), are the most common age demographics (Source: Sprout Social). Generations Z & Millennials! Key demographics for many businesses looking to tap into the spending power of young adults. Meta users are [44% Female](#) and [56% Male](#).

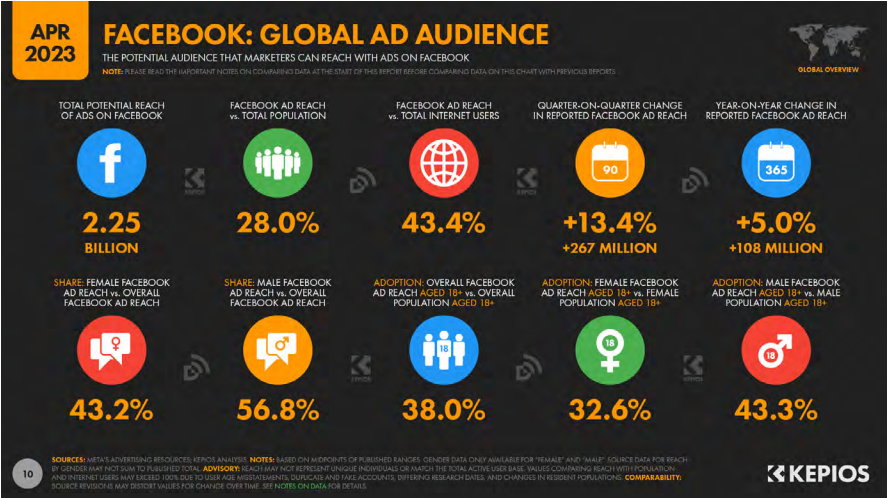


META (FORMERLY KNOWN AS FACEBOOK)

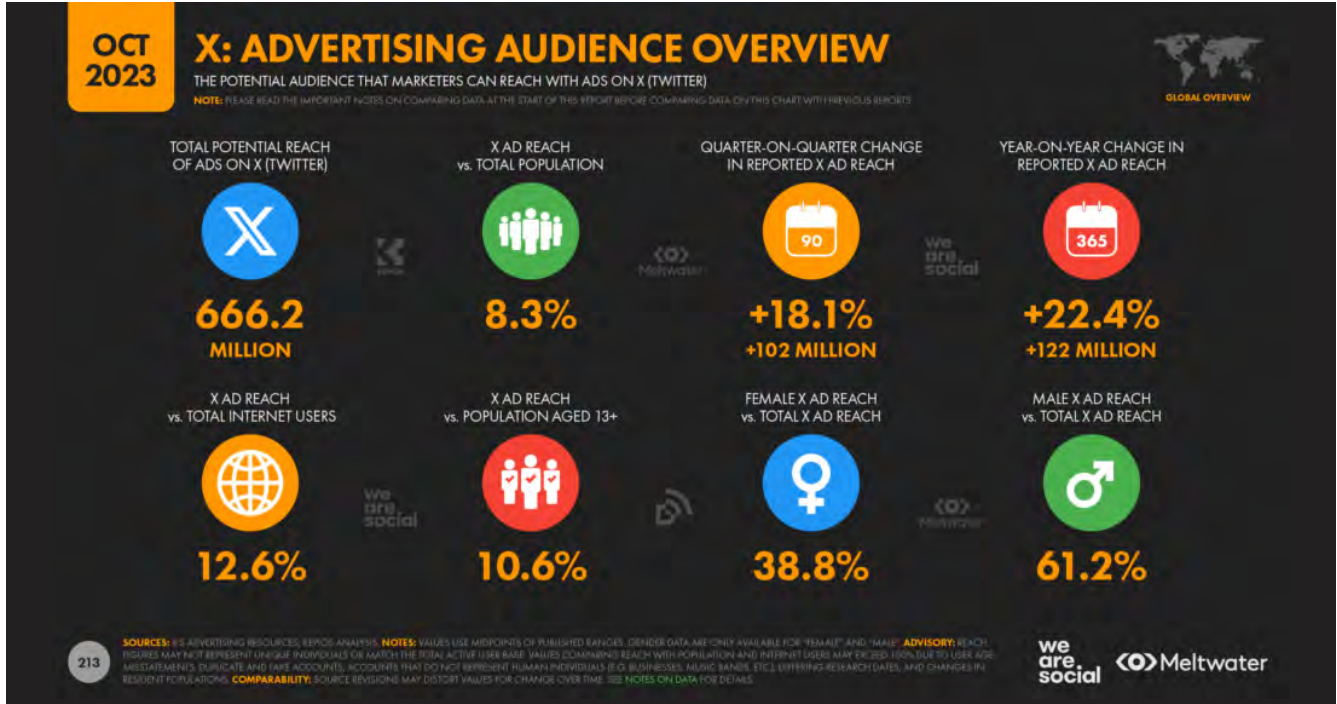


Additional Information:

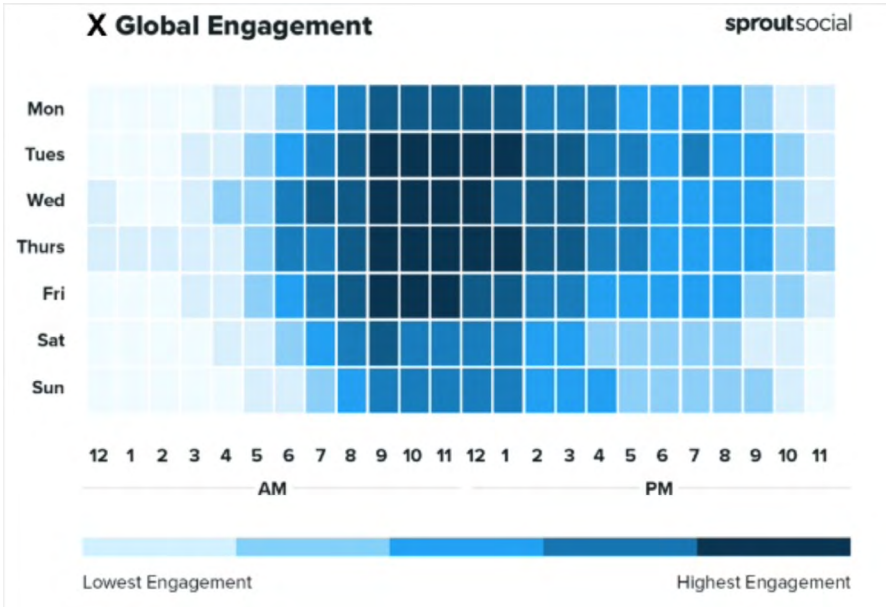
- Paid business ads are available
- Business & personal pages are available
- User analytics are available
- Schedule posts are available
- Detailed privacy settings are available



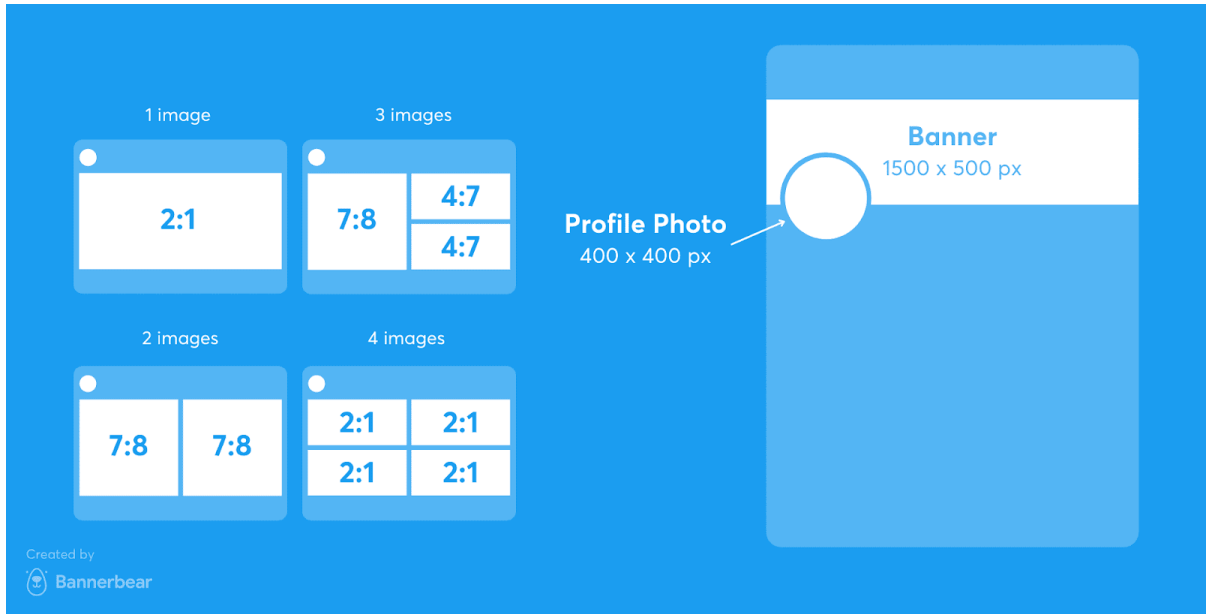
X (FORMERLY KNOWN AS TWITTER)



X –X is the best social platform for **live communication, perfect for real-time event coverage.** Users can use up to 280 characters with each post. On average, each user spends a total of [34.4 minutes on X daily](#). X's largest age group consists of people between [25-34 years old](#). With [33.3% of users female and 66.7% male](#), X users are divided at a 2:1 ratio. There are 245 million daily average monetizable users and [500 million posts](#) are sent out daily. When getting ready to post, keep in mind timing and think visually. According to sprout social, the more visible your post is, the more likely it is to engage your audience. Studies show that if your posts include a GIF, those posts get [55% more engagement](#) than those without. According to [Omnicores](#), 21% of U.S. adults use Twitter.

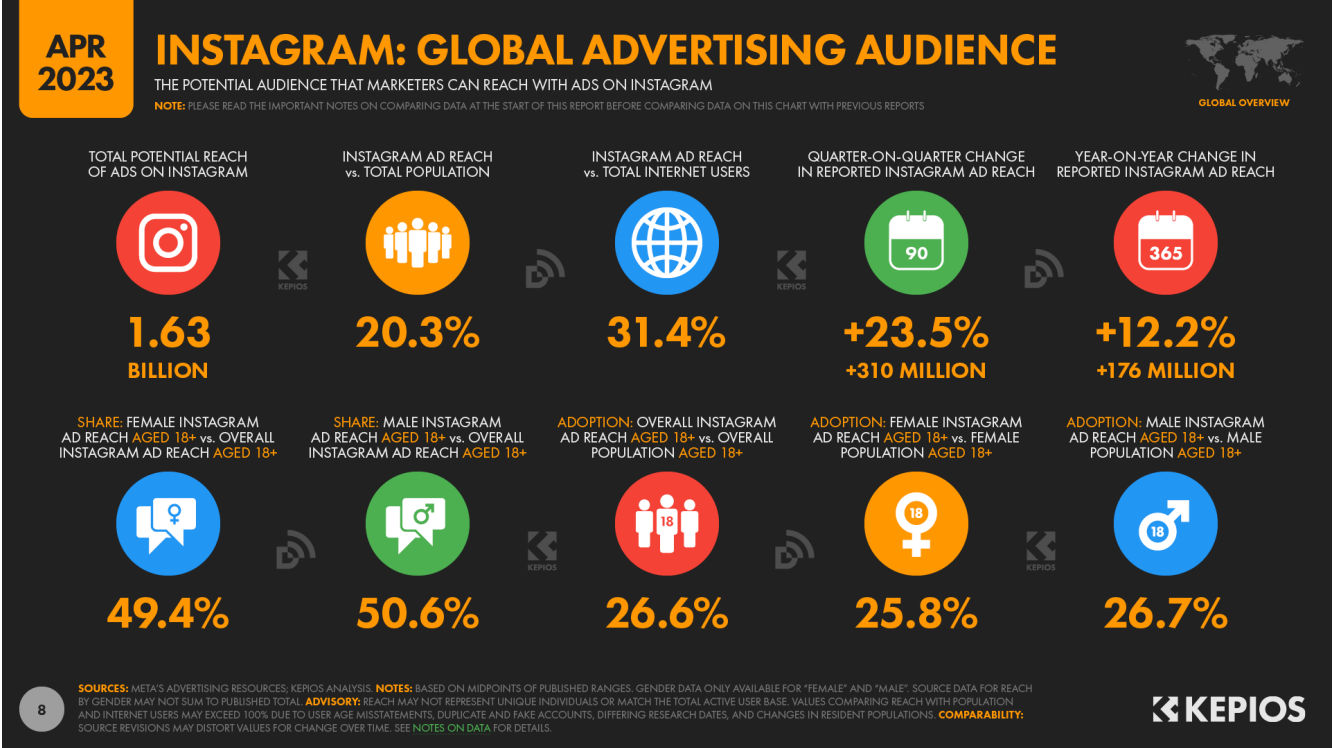


X

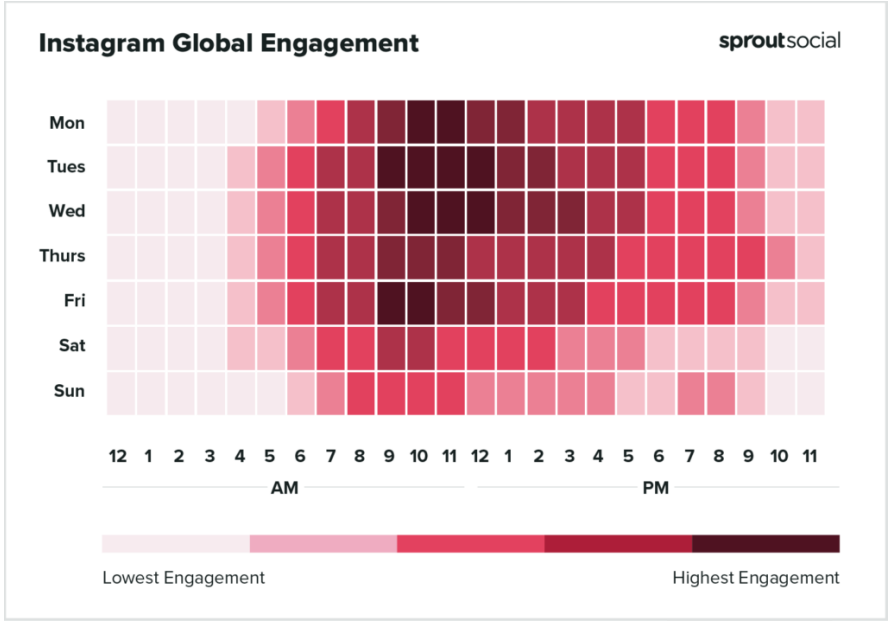


- Additional Information:
- 3rd Party Images are shared as links not automatically viewable
 - Limit 280 characters (Note: each link used reduces character count by 23 characters, electing 257 characters for the Twitter copy.)
 - [Geo location](#) Targeting is available. Advertisers can target their campaigns to specific geographies: countries, regions, metros, cities, or postal codes.
 - Paid business ads are available
 - Manage multiple accounts via mobile app
 - Public or private accounts
 - Videos populate when uploaded directly
 - Images populated when uploaded directly
 - 3rd party content populates as a hyperlink
 - [Live streaming is available](#)
 - Interested in more information on ads? [Click here](#)

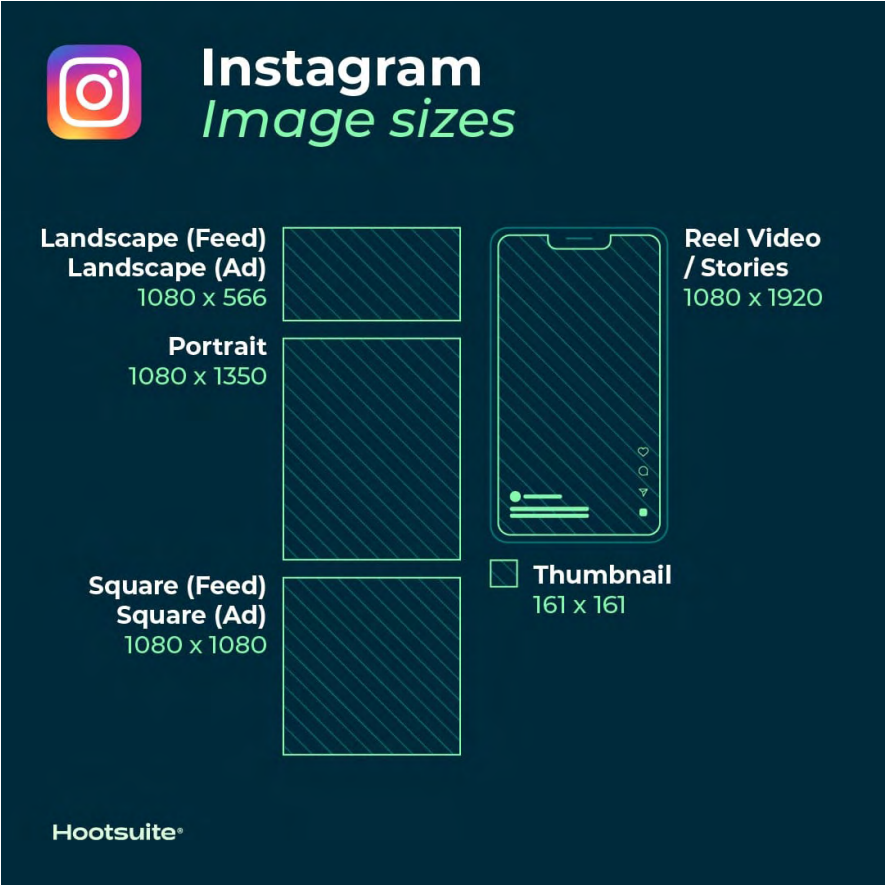
INSTAGRAM



Instagram – Instagram will celebrate its 14th birthday in 2024, and it's the 6th most visited site on the web and 4th most used social platform. According to Sprout Social, [29% of marketers](#) plan to invest more in Instagram than any other platform in 2024. Sales. Customer service. Community-building. The list goes on and on when it comes to activities and opportunities to engage customers. Around [130 million](#) Instagram accounts tap on a shopping post to learn more about products every month. About 30.3% of the Global Instagram Population are [25-34 years old](#), though their biggest age group is [18-24 years](#) old at about 30.8%.

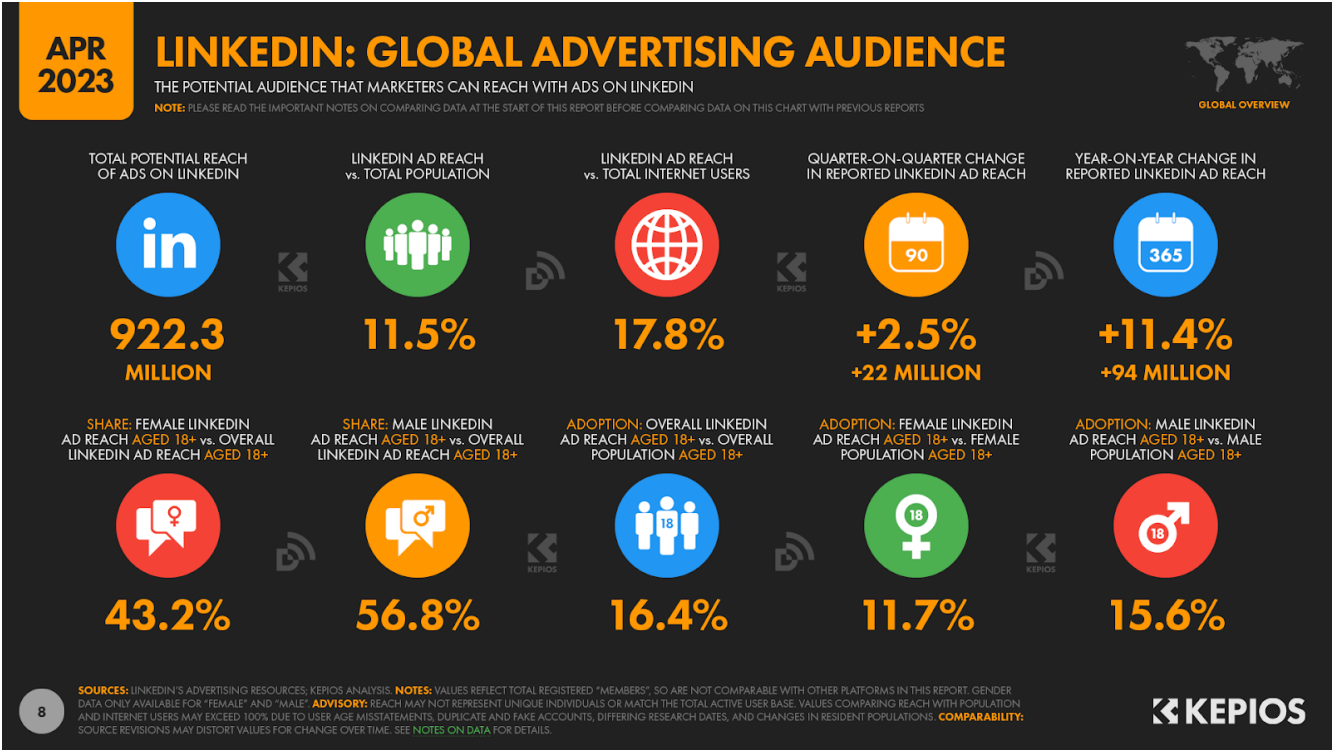


INSTAGRAM



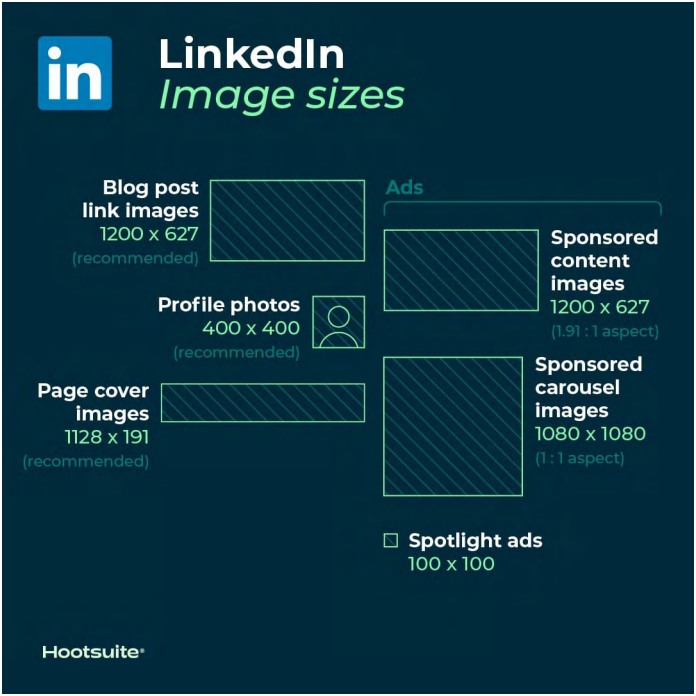
- Additional Information:**
- Maximum Instagram video length: 90 seconds
 - Upload hi-res images for the best user experience
 - Limited to (30) hashtags per post; use SEO keywords from copy
 - Reels recommended 30 seconds or less
 - Limited to (10) photos or videos uploaded per single post
 - Highlights section to save Instagram Stories for longer than 24 hours

LINKEDIN

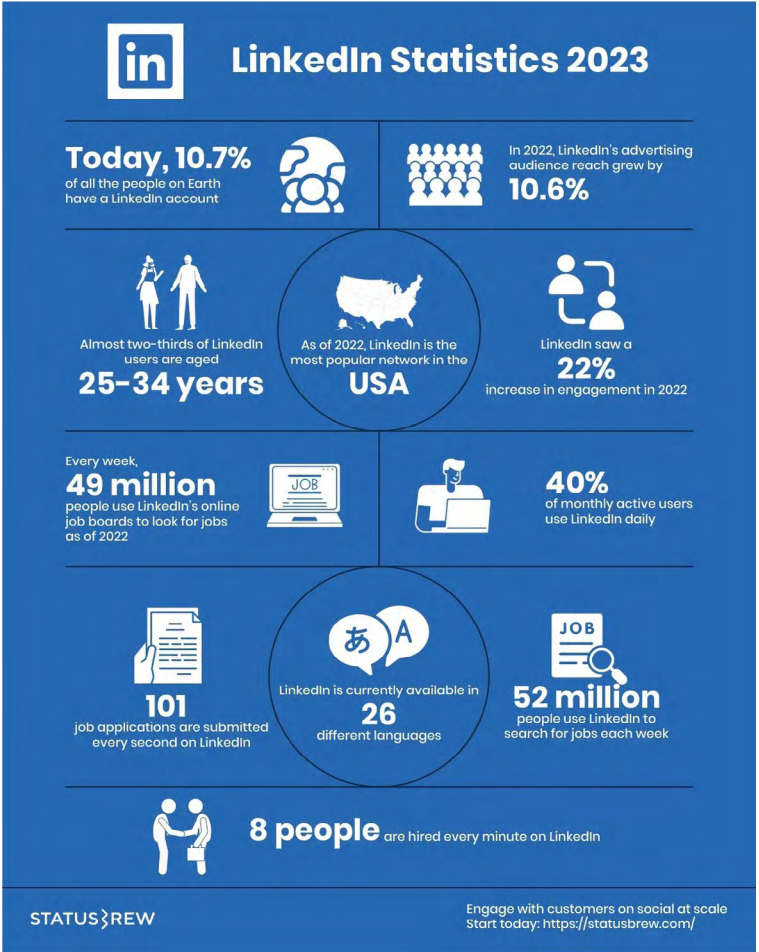


LinkedIn – The world’s largest professional network on the internet with [1 billion members in over 200 countries](#). Over **65% or \$558M of LinkedIn’s revenue comes from talent solutions for businesses**. Business-to-business marketing does well in LinkedIn’s niche environment. The company mastered professional social networking. Founded in 2003, the LinkedIn platform is available in [26 languages](#) and more than [58 million](#) companies have a page on LinkedIn.

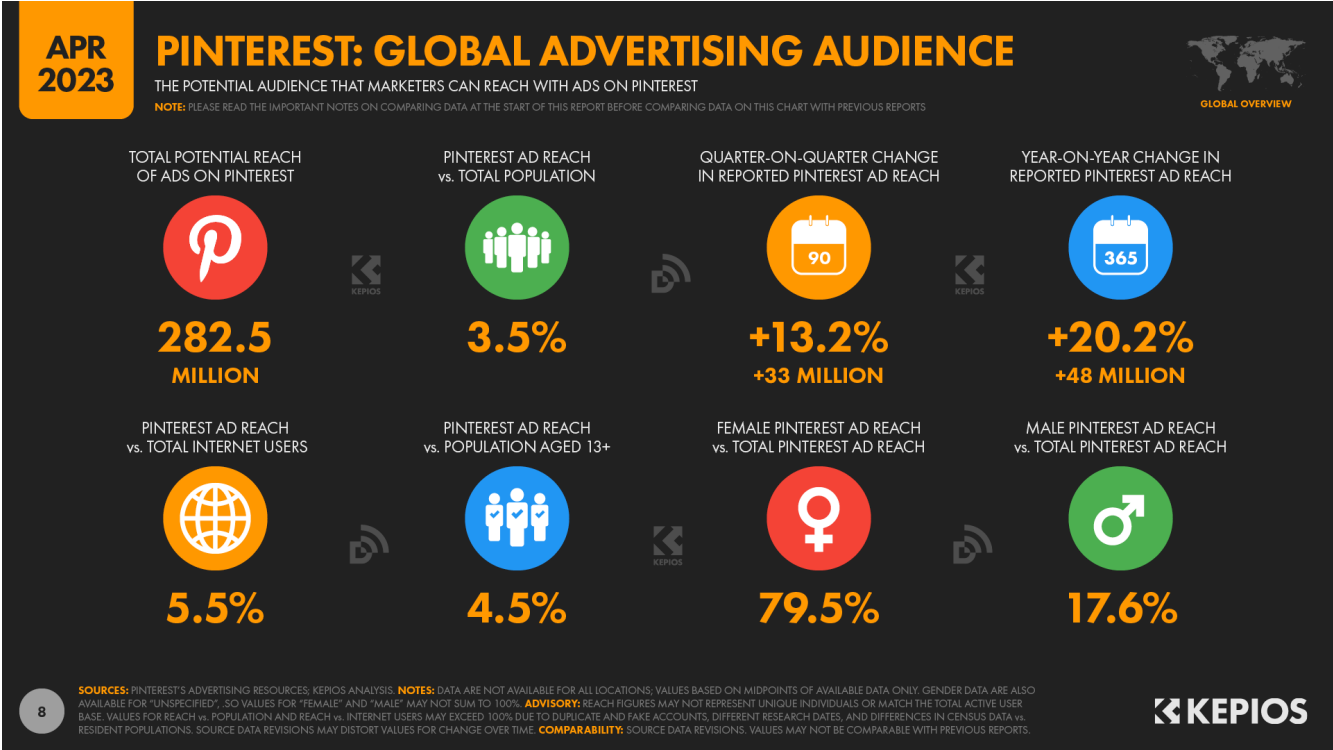
LINKEDIN



- Background Image 1584 x 396 px
- Profile Image 400 x 400 px
- Standard Logo 300 x 300 px
- Career Cover Photo 1584 x 768 px
- Post Image 1200 x 1200 px
- Square Logo 130 x 130 px
- LinkedIn video size: 256 x 144 (minimum) to 4096 x 2304 (maximum)
- Max video time (10) minutes

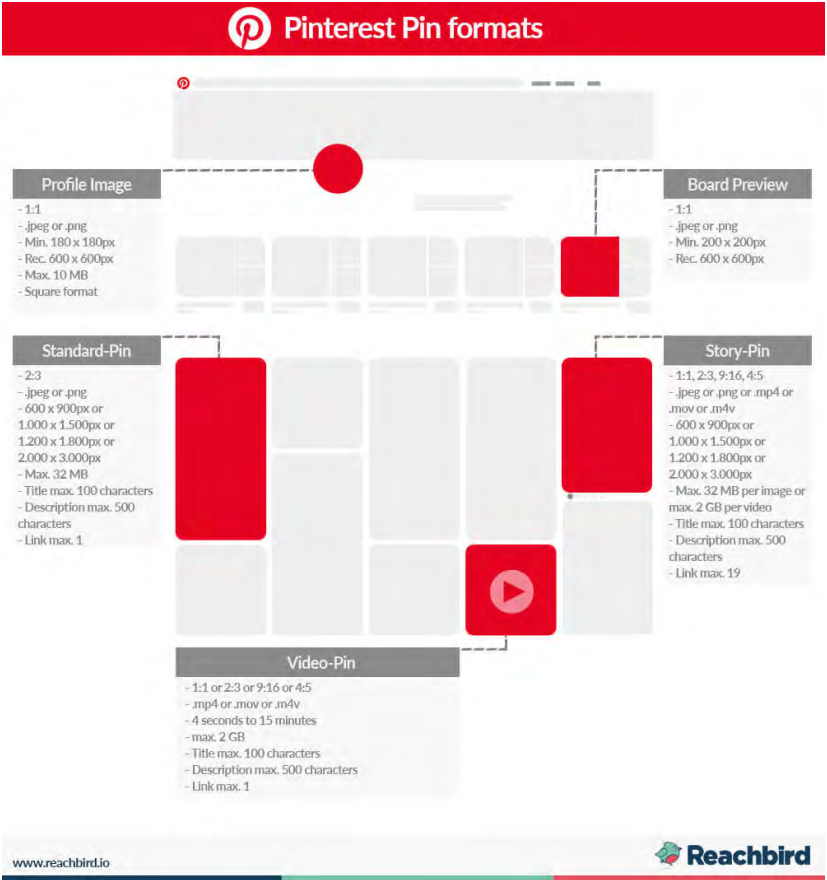


PINTEREST

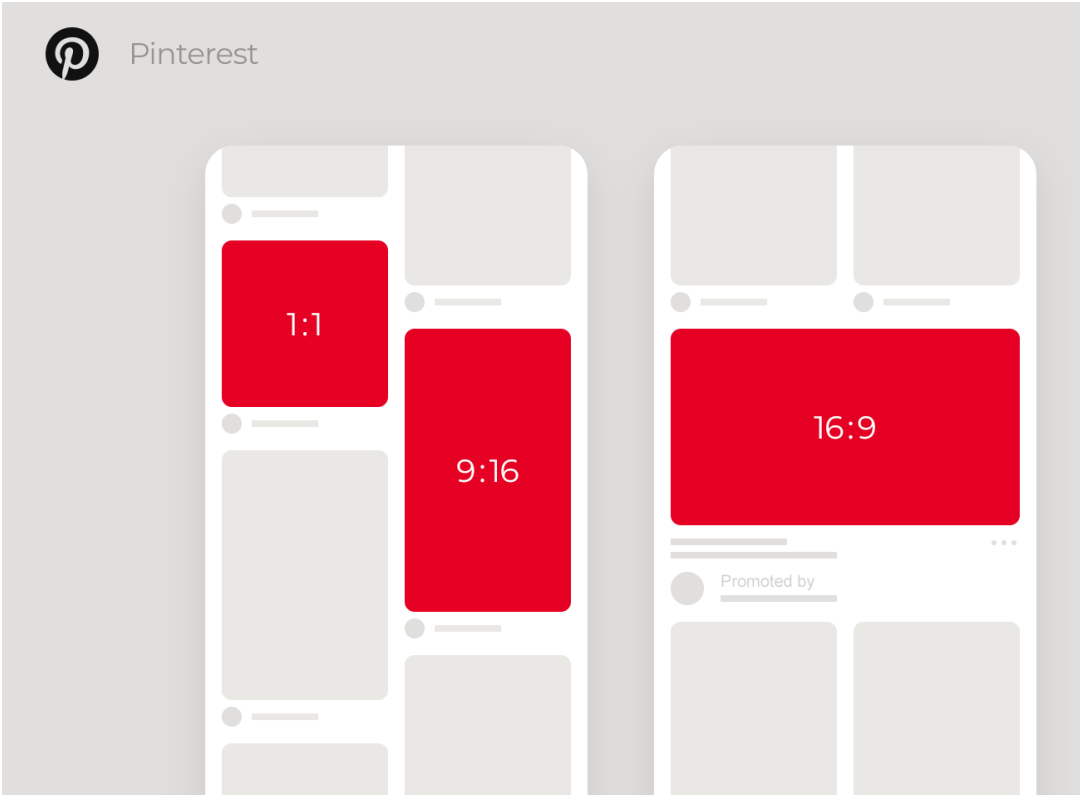


Pinterest – Image bookmarking in its finest electronic form: Pinterest. Pinterest has a total of [450 million active monthly users](#), and many would agree that it is the best platform for event planning, wedding dream boards, and beauty inspiration. [More than half of the users live outside of the U.S.](#) Pinterest's audience is [76.2% female](#). Pinterest's net worth is over [\\$24 billion](#). Pinterest can be used to boost sales, seeing that 85% of users have bought something based on pins they see from brands. Not to mention that [80% of moms](#) who are on the internet have an active presence on Pinterest and are looking for new ideas and products.

PINTEREST



- Additional Information
- Square Carousel Pins & Ads 1000x1000 Ratio 1:1
 - Portrait Carousel Pins & Ads 1000x1500 Ratio 2:3
 - App Install Ads 1000x1500 Ratio 2:3
 - Shopping Ads 1000x1500 Ratio 2:3



TIKTOK



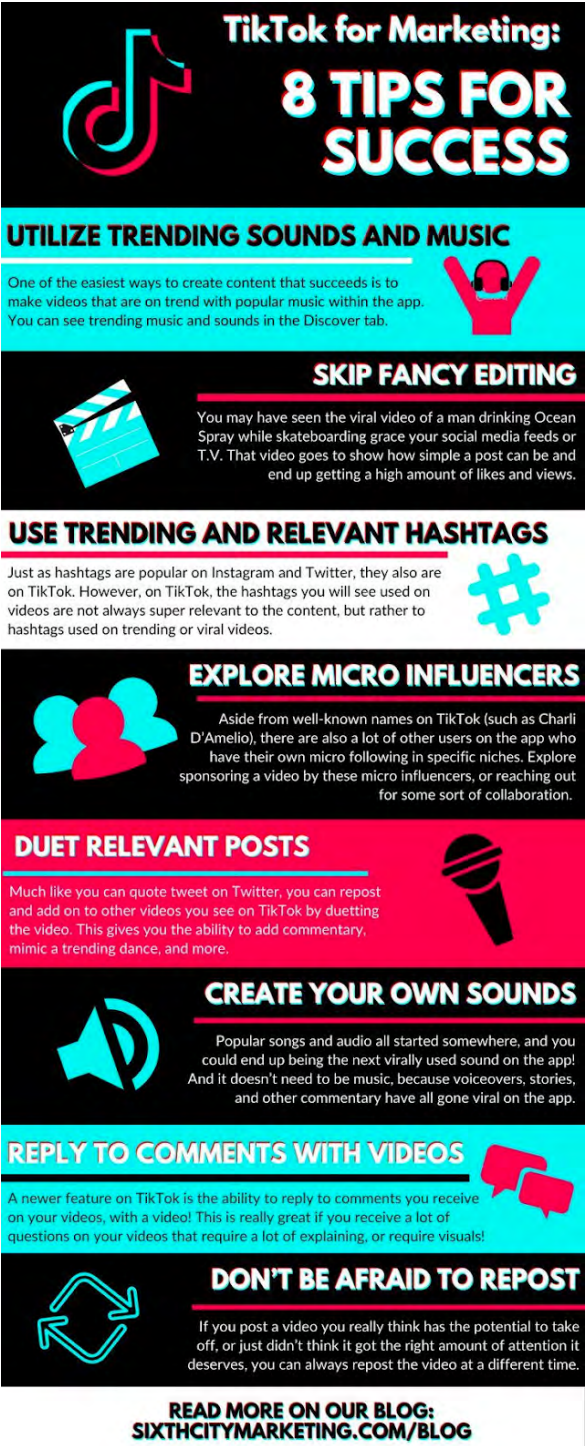
TikTok: According to Hootsuite 2024 Social Trends report, the use of TikTok for business and advertising purposes has grown by 16% from 2022 to 2023. A [2022 survey](#) reports that 78% of small business owners have received positive ROI from TikTok marketing. Additionally, 56% of marketers report that they would [increase](#) their investment in TikTok ads over other platforms. It is to be expected that TikTok marketing will continue to be a solid investment in 2024.

When it comes to using this trendy app, it is important to know who you are broadcasting to. TikTok is most popular with [younger generations](#), with those aging from 18 to 24 accounting for 36.2% of users. The US and Indonesia are the top two countries that actively use the app.

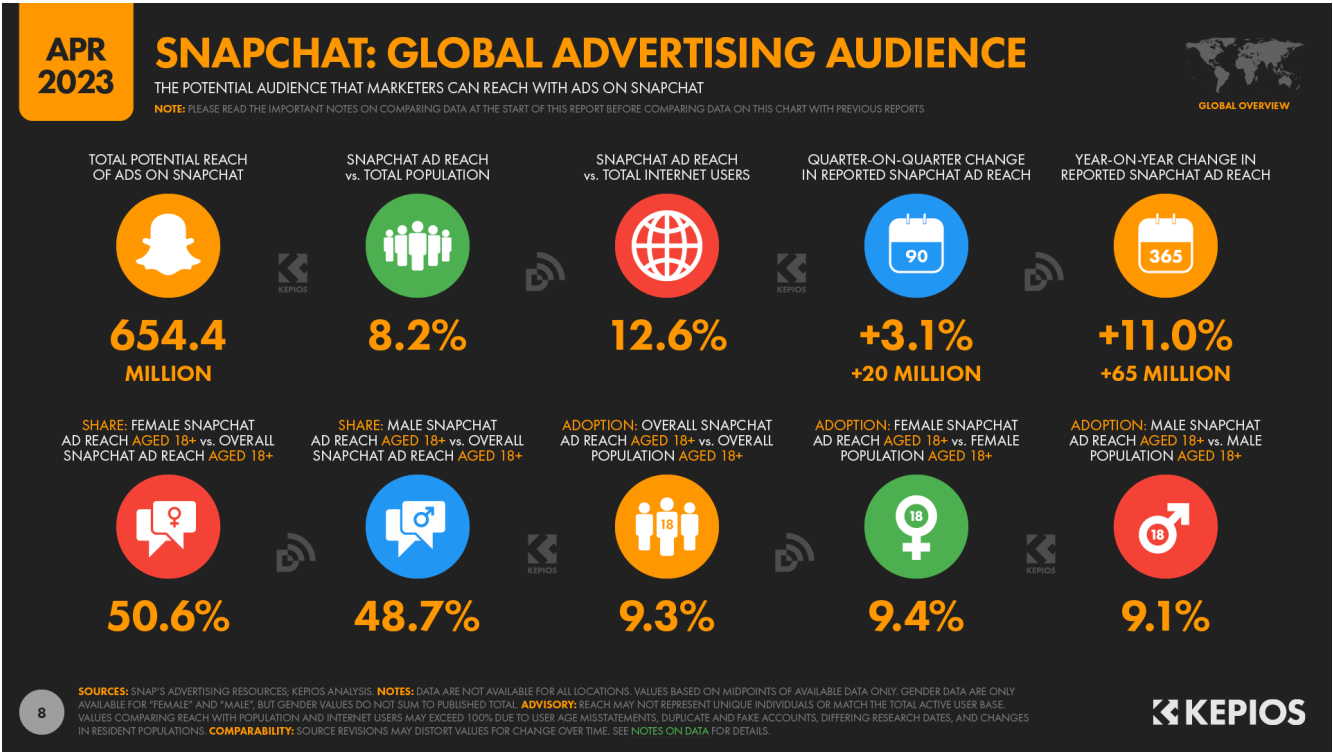
- Option of uploading longer videos
- 15-second stories
- Ability to follow other users
- Co-create content by utilizing the “duet” feature
- Add filters, transitions and effects to make your video stand out
- Live stream with your followers

- Video dimensions 1080 x 1920 px
- Profile photo 200 x 200 px
- Cover photo 900 x 300 px

TIKTOK

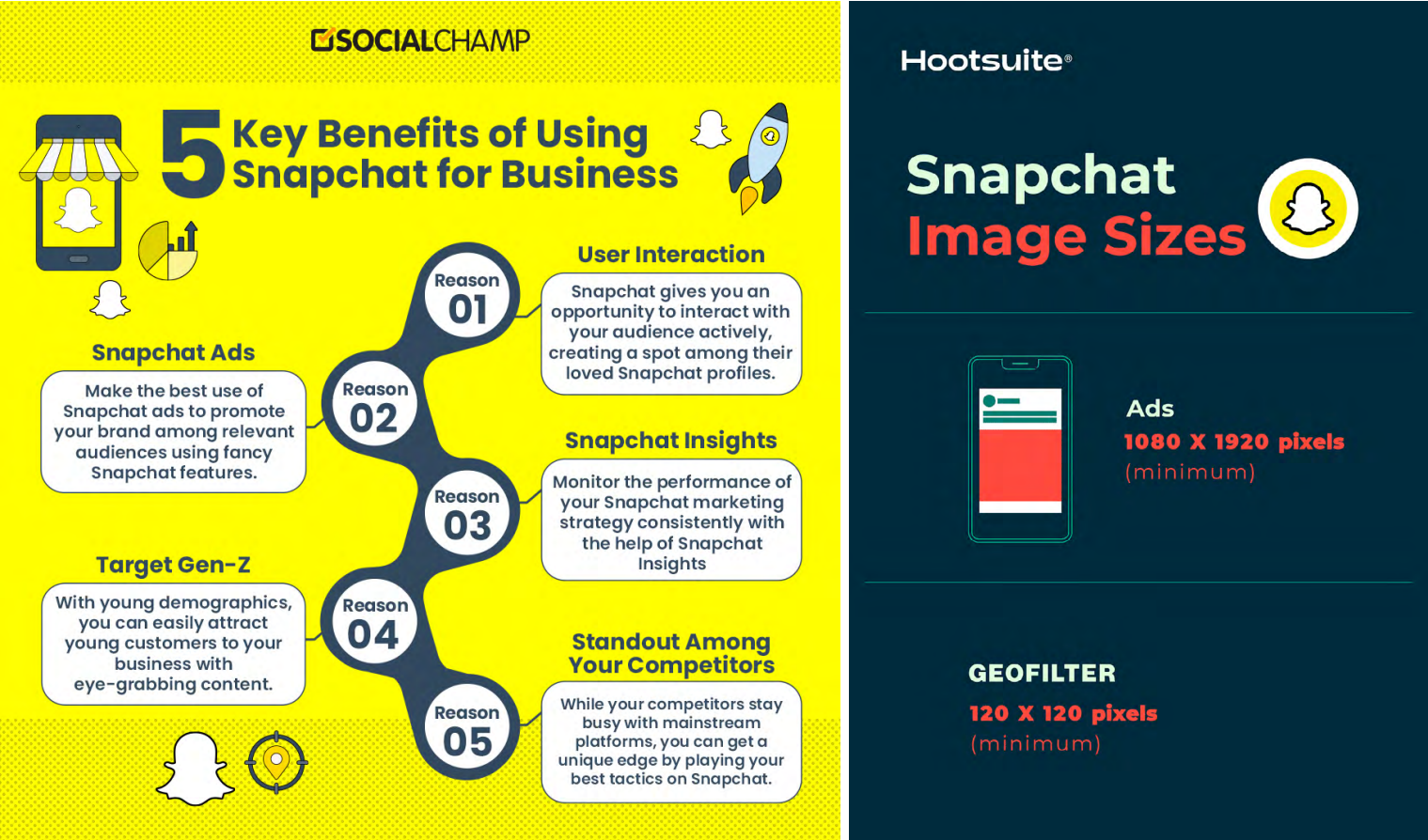


SNAPCHAT



Snapchat - A messaging app that allows users to exchange videos and pictures, known as “snaps.” These videos and pictures disappear after being viewed. Known for its facial recognition filters and auto delete video feature, Snapchat is appealing to young people. On average, [306 million](#) people use Snapchat every day and spend typically over [30 minutes](#) on Snapchat every day. [Local businesses](#) can promote and encourage Snapchatters to visit your storefront, restaurant, or cafe by using the Ads Manager tool.

SNAPCHAT



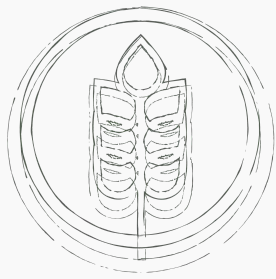
- Geo Filters are paid/unpaid advertising opportunities available by approval from Snapchat
- Ads 1080x1920
- Geofilter 120x120
- [SnapChat Submission Guidelines](#)
- Snaps post for 24 hours
- Users may download snaps
- Users can chat directly with one or more users
- Users can send video messages through Snapchat
- Users can share snap(s) with all of their friends by posting to “Your Story”
- Users may upload images and videos to Snapchat from their device using a 3rd party app



FLOURISH MEDIA

GOVERNMENT CONTRACT GUIDE





WHO QUALIFIES?

Anyone with a DUNS number. Your small business must meet some basic requirements before you can compete for government contracts:

- Get proper registration and ID numbers
- Meet size standards
- Register with SAM
- Maintain compliance

TIMING

You can't find this anywhere online, so we are telling you now.

Timing matters.

The Government operates on a fiscal calendar that ends in October. That means for “set asides” businesses that qualify are most likely to win the bid from November-March. This also means that if you're looking to close Government contracts between August-October then you are bidding for leftover funds.

BONUS TIP!

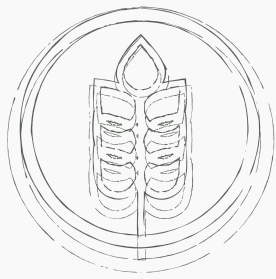
If you are looking for funding for your business to meet the requirements of a Government contract, fundraising season is from February-May and September-October.

PLAN ACCORDINGLY!

SAMPLE OF RFP

See sample [HERE](#)

(More on HOW to write an RFP - Click [here](#))



SET ASIDE

Legal Definition of **SET ASIDE**

To disagree with and overturn (a decision or act of a lower tribunal) upon review: overrule, vacate set aside the decree. 2: to deprive of legal effect or force: annul, void may set aside the contract.

SET-ASIDE CONTRACTS FOR SMALL BUSINESSES:

To help provide a level playing field for small businesses, the government limits competition for certain contracts to small businesses. Those contracts are called “small business set-asides,” and they help small businesses compete for and win federal contracts.

There are two kinds of set-aside contracts: competitive set-asides and sole-source set-asides.

COMPETITIVE SET-ASIDE CONTRACTS:

When at least two small businesses could perform the work or provide the products being purchased, the government sets aside the contract exclusively for small businesses. With few exceptions, this happens automatically for all government contracts under \$150,000.

Some set-asides are open to any small business, but some are open only to small businesses who participate in SBA contracting assistance programs.

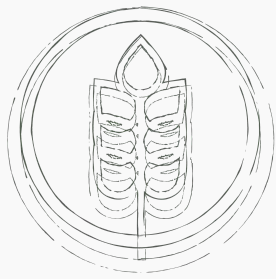
SOLE-SOURCE SET-ASIDE CONTRACTS:

Most contracts are competitive, but sometimes there are exceptions to this rule. Sole-source contracts are a kind of contract that can be issued without a competitive bidding process. This usually happens in situations where only a single business can fulfill the requirements of a contract.

To be considered for a sole-source contract, register your business with the System for Award Management (SAM) and participate in any contracting program you may qualify for.

In some cases, sole-source contracts must be published publicly and will be marked with intent to sole source. Potential vendors can still view and bid on these contracts. Once the bidding process begins, the intent to sole-source may be withdrawn.

(Read more details [HERE](#))



"MINORITY"

What is an MBE? **Minority** group members are United States citizens who are Asian, Black, Hispanic, and Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals i.e. the management and daily operations are controlled by those minority group members.

Definition: For purposes of NMSDC's program, a minority group member is an individual who is a U.S. citizen with at least one quarter of the following:

ASIAN-INDIAN

A U.S. citizen whose origins are from India, Pakistan and Bangladesh.

ASIAN-PACIFIC

A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

BLACK

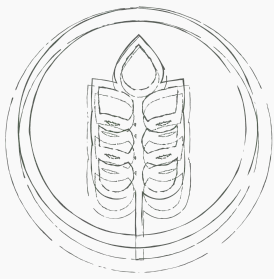
A U.S. citizen who is of African descent.

HISPANIC

A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America and the Caribbean Basin only. Brazilians (Afro-Brazilian, indigenous/Indian only) shall be listed under Hispanic designation for review and certification purposes.

NATIVE AMERICAN

A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number).



"MINORITY"

...CONTINUED

Minority Business Executives (MBEs) have access to numerous benefits and services – including educational programs plus a wide range of networking opportunities. This section briefly outlines some of those benefits. For more information, we encourage you to contact the [regional affiliate](#) nearest to your company headquarters.

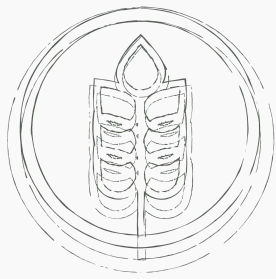
The National Minority Supplier Development Council's Certification Policy and Procedures are firmly adhered to by its 23 regional affiliate councils (or RMSDCs) for the certification of minority-owned, operated and controlled businesses (MBEs). Standardized Procedures assure consistent and identical review and certification of MBEs throughout the NMSDC Network. The NMSDC is the only national organization providing certification throughout the U.S. where MBEs are genuinely minority-owned and operated, and ready to do business.

- Access — Means MBEs doing business with MBEs and forming joint ventures for success.
- Business Opportunity Fairs — Allow minority entrepreneurs to present themselves to hundreds of prospective buyers in a single setting.
- Customized executive education — Concentrates training and technical assistance into leadership tools for CEOs of minority-owned firms.
- Networking opportunities — Provide expansion of relationship-building opportunities with corporate buyers.

And a variety of other formal and informal activities to foster the development of long-term, mutually beneficial business relations – bringing corporate purchasing people together with representatives of minority businesses.

And a variety of other formal and informal activities to foster the development of long-term, mutually beneficial business relations – bringing corporate purchasing people together with representatives of minority businesses.

(For more details on MBE Certification and ownership click [HERE](#))



HUBZONE

The HUBZone program fuels small business growth in historically underutilized business zones with a goal of awarding at least three percent of federal contract dollars to HUBZone-certified companies each year.

PROGRAM BENEFITS:

The government limits competition for certain contracts to businesses in historically underutilized business zones. It also gives preferential consideration to those businesses in full and open competition.

Joining the HUBZone program makes your business eligible to compete for the program's set-aside contracts. HUBZone-certified businesses also get a 10 percent price evaluation preference in full and open contract competitions. HUBZone-certified businesses can still compete for contract awards under other socio-economic programs they qualify for.

HUBZONE PROGRAM QUALIFICATIONS:

To qualify for the HUBZone program, your business must:

- Be a small business
- Be at least 51 percent owned and controlled by U.S. citizens, a Community Development Corporation, an agricultural cooperative, a Native Hawaiian organization, or an Indian tribe
- Have its principal office located in a HUBZone
- Have at least 35 percent of its employees live in a HUBZone

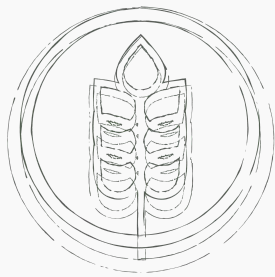
You can find the full qualification criteria in Title 13 Part 126 Subpart B of the Code of Federal Regulations (CFR). You can also get a preliminary assessment of whether you qualify at the SBA's Certify website.

HUBZONE PROGRAM QUALIFICATIONS:

You'll need to re-certify for the HUBZone program once a year. There is no limit to the length of time a business can participate as long as it continues to qualify. A program examination will be required every three years.

HUBZone businesses must notify the SBA if their business is involved in a merger or acquisition or if while performing on a HUBZone contract drops below 20% HUBZone residency.

The SBA may visit HUBZone businesses unannounced and conduct program examinations to verify the accuracy of any certification made or information provided as part of the HUBZone application or recertification process.



SUBCONTRACTING VS. PRIME

PRIME CONTRACTING:

Prime contractors work directly with the government. They manage any subcontractors and are responsible for ensuring that the work is completed as defined in the contract.

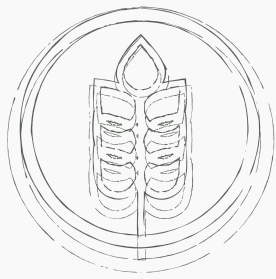
To become a prime contractor, you must first register your business with the [System for Award Management](#) (SAM). You can search for federal contracting opportunities through [FedBizOpps](#), and [GSA Schedules](#). You can post your subcontracting opportunities to the Subcontracting Network database. Furthermore, you can find historical award information with the [Federal Procurement Database Systems – Next Generation](#).

SUBCONTRACTING WITH SMALL BUSINESSES:

Unlike prime contractors, subcontractors do not work directly with the government but instead work for other contractors. Some government contracts require large companies to subcontract with a small business. This creates more opportunities for small businesses to get involved in federal contracting.

Subcontracting opportunities are posted in the following directories:

- Subcontracting Network database - Click [HERE](#)
- General Services Administration's Subcontracting Directory for Small Businesses - Click [HERE](#)
- Department of Defense Subcontracting Opportunity Directory - Click [HERE](#)
- SBA's Directory of Federal Government Prime Contractors with a Subcontracting Plan - Click [HERE](#)



CERTIFICATION

ORGANIZATIONS TO GET CERTIFIED:

8(A) BUSINESS DEVELOPMENT

The federal government's goal is to award at least five percent of all federal contracting dollars to small disadvantaged businesses each year.

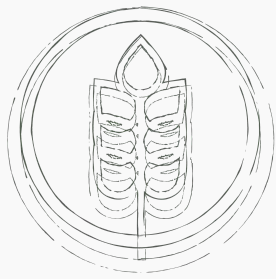
HUBZONE PROGRAM

Get certified as a HUBZone business | Before you can participate in the HUBZone program, you must be certified by the SBA. Take these steps to get HUBZone certified.

1. Make sure you have a SAM.gov account.
2. Make sure you have a General Login System account.
3. Apply for HUBZone certification using the General Login System. Log in, select "Access" and then "HUBZone" before completing the prompts.
4. Check your email for time-sensitive instructions to electronically verify your application within 10 business days.
5. Submit all requested supporting documentation within 10 business days; your submission cannot be assigned for eligibility review until all required documents are submitted.
6. Update your SAM.gov profile to indicate you are a HUBZone business after you get an email confirmation from the SBA.

Read the instructions from the General Login System carefully to make sure you provide all the necessary information. You will be required to submit different supporting documentation based on your ownership structure:

- Corporations must be prepared to submit documents described in the [Corporation Document Request](#).
- Sole Proprietors must be prepared to submit documents described in the [Sole Proprietor Document Request](#).
- Partnerships must be prepared to submit documents described in the [Partnership Document Request](#).
- LLCs must be prepared to submit documents described in the [LLC Document Request](#).



CERTIFICATION

...CONTINUED

WOMEN-OWNED SMALL BUSINESS

To qualify as a women-owned small business or WOSB, your business must meet the following requirements:

- Your company must qualify as a small business based on SBA small business size standards. The standards are usually stated in terms of employee size and/or annual revenue, and vary depending on your industry code.
- Your company must be 51 percent owned by women who are U.S. citizens.
- Women must manage the operations on a daily basis.
- Women must make long-term decisions for the company.
- A woman who works full-time for the company during normal work hours must hold the highest officer position in the company.
- There are no rules governing time in business.

MINORITY BUSINESSES

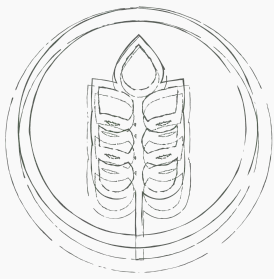
Criteria for Certification:

- United States citizens.
- Minority businesses must be at least 51% minority-owned operated and controlled. For the purposes of NMSSDC's program, a minority group member is an individual who is at least 25% Asian, Black, Hispanic or Native American. Minority eligibility is established via a combination of screenings, interviews and site visits. Ownership, in the case of a publicly-owned business, means that at least 51% of the stock is owned by one or more minority group members.
- Must be a profit enterprise and physically located in the U. S. or its trust territories.
- Management and daily operations must be exercised by the minority ownership member(s).

NAICS CODES

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(For more details on MBE Certification and ownership click [HERE](#))



FUNDING YOUR DEAL

You have options to fund your business in order to meet the requirements in your Government contract. Click [HERE](#) for pitch competitions.

You can self-fund your business, pursue loans from banks, split the costs with partner companies, or you can pursue angel investors in alternative funding sources.



Flourish Media Conference is a match-making weekend for women small business owners to connect with funders in-person in Miami, FL. If your business is 51% owned by a woman, then you most likely qualify for this funding.

Government contracts are often for multiple years, which means you have a long term client to sustain your business.

In 2016 Behind The Leaf raised 15 million dollars to invest in businesses owned and operated by women. If you are pursuing Government contracts, then investors find that type of confidence very attractive.

Click [HERE](#) to learn more on how you can participate in the Flourish Media Conference hosted by 501C3 nonprofit Behind The Leaf.



SOLE SOURCE

A sole source is defined as the only supplier that can provide you with the goods or products you need. The sole source has either established a monopoly or is the only provider within a geographic region from which business owners can obtain what they need.

In some instances, the sole source is the choice because it is the only vendor available at a specific time that can handle what a business owner requires, or it is the only vendor that carries that product. For example, a vendor who carries automobile parts that are no longer manufactured is considered a sole source because any company that needs that part must sign a contract with that specific vendor.

\$10,000 AND UNDER

Pro Tip: If you have a product or a service that is under \$10,000 you can skip the entire RFP process. Government organizations are given the approval to pay for your product or service with their departments' credit card.

In some areas due to COVID-19, this threshold has been increased to \$20,000 or more. Reach out to your local offices to build relationships so that your business can take advantage of this loophole.

It is the sole discretion of the departments' employees to award bids using this process.

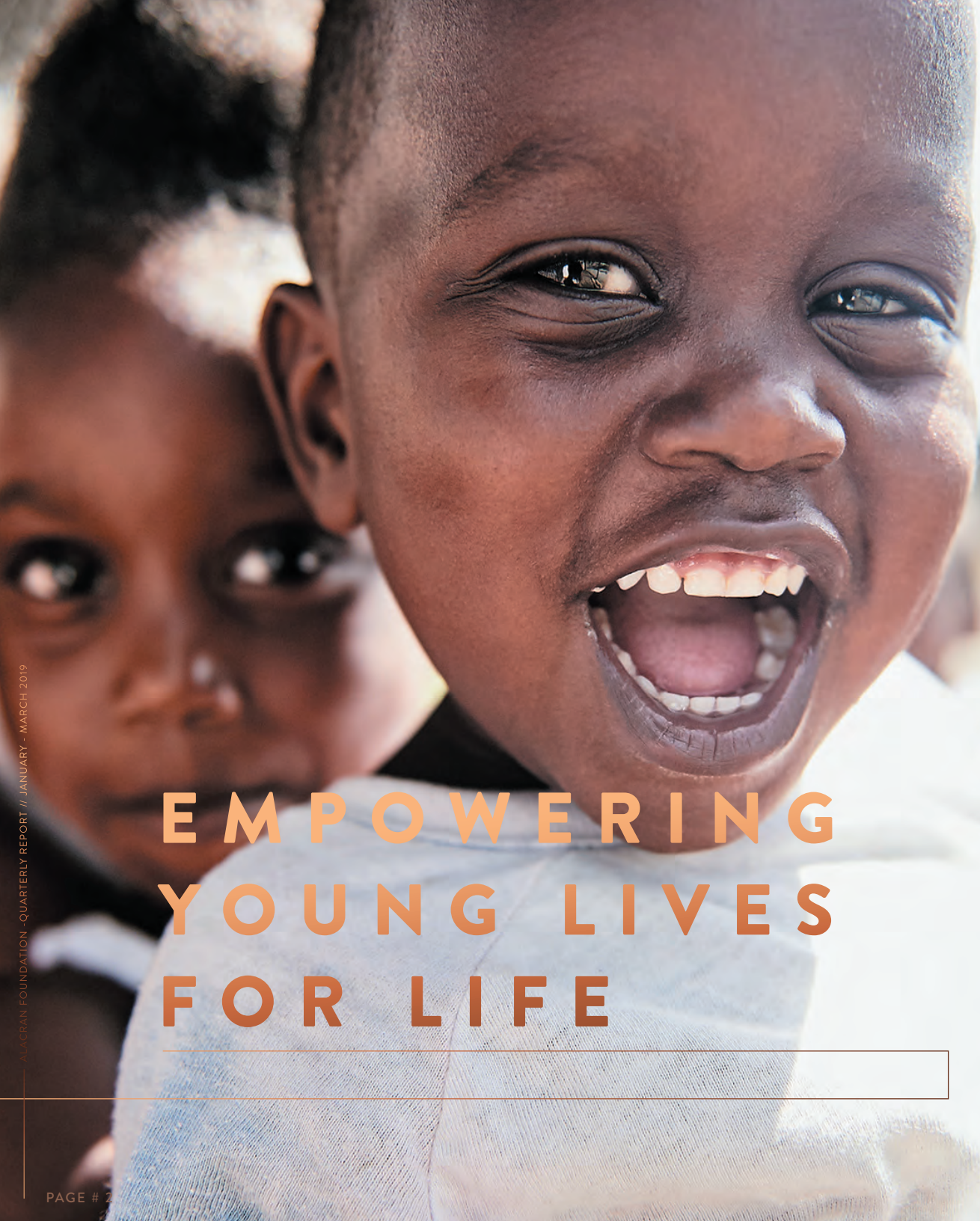
HAPPY RELATIONSHIP BUILDING!



alacran
foundation

QUARTERLY REPORT

(JANUARY - MARCH 2019)



EMPOWERING YOUNG LIVES FOR LIFE

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JANUARY - FEBRUARY

MARCH

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REGGAE GIRLZ

CJFA

FUFC

YOUTH DEVELOPMENT

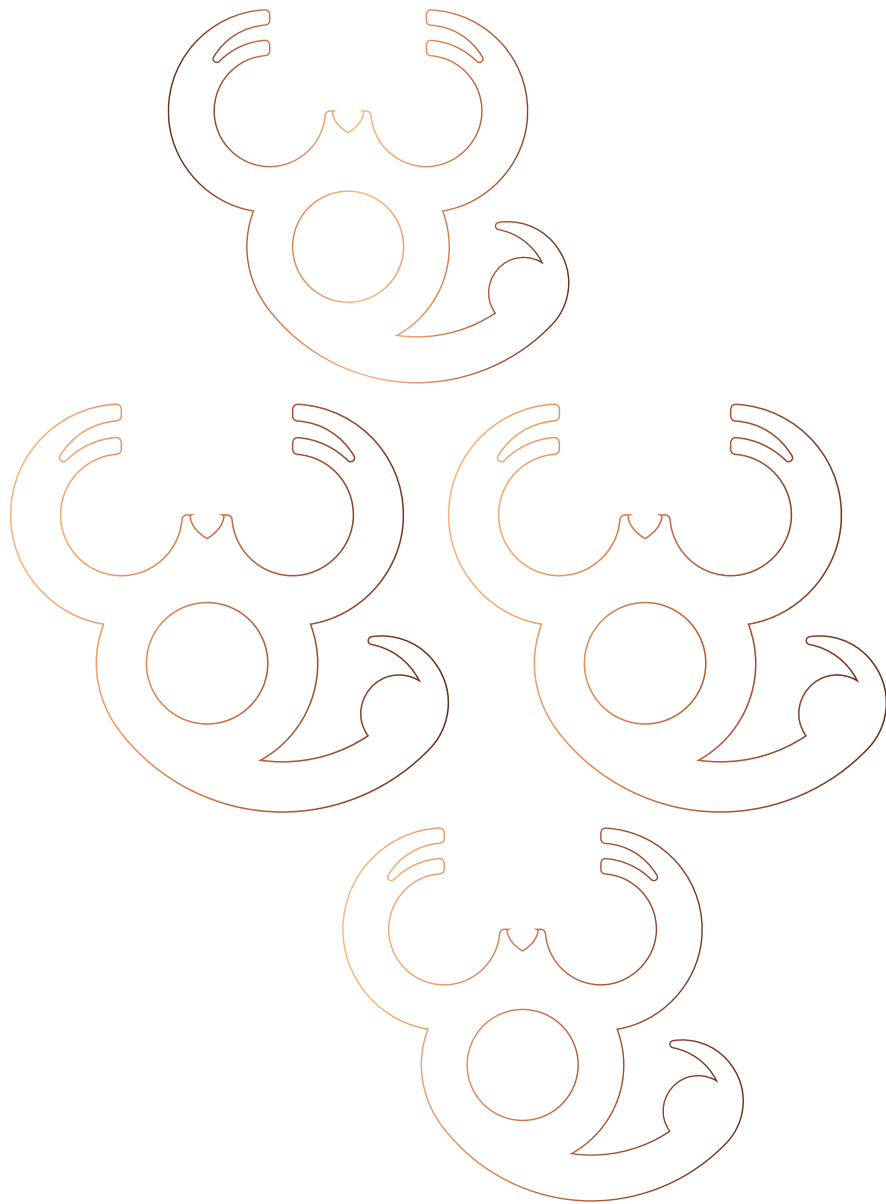
WINNIFRED BEACH

SPONSORSHIP / ACTIVATIONS

FOUNDATION FIRST QUARTER WINS

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DEVELOPMENT OVERVIEW



MISSION

The Alacran Foundation's global mission is to support access, education, and equity for youth and communities through art, music, and sports.

VISION

To empower the positive transformation and sustainability of the communities and the youth we serve.

TAGLINE

EMPOWERING YOUNG LIVES FOR LIFE



DESCRIPTION

The **Alacran Foundation** is a philanthropic organization that facilitates international collaborations, provides funding, and invests in art, music, sports and social initiatives that increase education and inclusion for youth and communities.



THE FOUNDATION WORKS WITHIN FOUR KEY PILLARS

- Transformational Engagement
- Youth Development
- Entrepreneurial Development
- Community Development



The **Alacran Foundation** develops and supports existing arts, music, sports, entrepreneurial and environmental programs, and community initiatives based on best practices, as well as eco-friendly and innovative approaches to problem solving and community building. The Alacran Foundation utilizes strategic partnerships with local stakeholders and established organizations to maximize long-term success and collaborations.

PROGRAMS /PROJECTS /INITIATIVES

Alacran Foundation founder **Alessandra Lo Savio** has committed the majority of the **Alacran Foundation's** support for projects, initiatives, and developments in Jamaica.

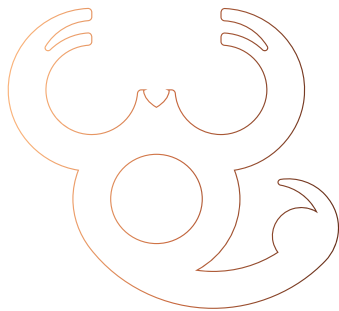
PARTNERS

- Bob Marley Foundation
- Chris Johnson Fighting Alliance (CJAF)
- Falmouth United Football Club
- Jamaica Football Federation (JFF)
- Reggae Girlz Foundation
- Winnifred Beach Benevolent Society



FOUNDATION PROJECTS

- Reggae Girlz, Jamaica's National Senior Women's Football Team
- CJFA Boxing Summer Camp and Coaching Pilot Program
- Winnifred Beach Development Project (Phase I)
- Falmouth United Football Club Development
- Alacran Foundation Annual Christmas Treats
- Art, Music, and Entrepreneurial Partnerships and Workshops (JA, US)



IN DEVELOPMENT

- Alessandra Lo Savio Music Scholarship & Instrument Donation Fund
- Women's and Girl's Football Program Development in Jamaica



ALACRAN FOUNDATION

ORGANIZATIONAL CHART

BOARD OF TRUSTEES

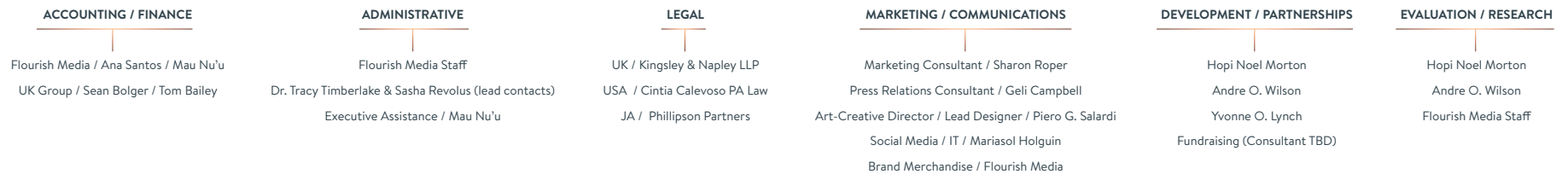
ALESSANDRA LO SAVIO
ASIA LO SAVIO
GIORGIA LO SAVIO

CONSULTING LEADERSHIP

HOPI NOEL MORTON

CONSULTING DIRECTOR OF PROGRAMS

ANDRE O. WILSON



As of March 26, 2019



FISCAL UPDATE

2019 SUMMARY OF FUNDS



FISCAL UPDATE

2019 SUMMARY OF FUNDS

Total Received:	\$914,042
Total Expended:	\$800,502
Q1/Q2* Balance:	\$113,539

*\$149,540 WAS FUNDED ON 3/18/19 TOWARDS 2ND QUARTER

JANUARY 2019	TOTAL MONTHLY SPEND
Foundation Activations - Management - Projects	USD\$143,296.31
Chris Johnson Fighting Alliance	\$15,000
Stamped Film Project	\$18,000
Behind the Leaf Conference	\$15,000
Miscellaneous Variances	\$1,615
New Year's Eve - B/F Expenses	\$83,698
Christmas 2018 - B/F Expenses	\$24,715
Set the Stage - Reggae Girlz Games - Marketing & Branding	\$9,633
Foundation Management (UK, US, JA)	\$59,271

FEBRUARY 2019	TOTAL MONTHLY SPEND
Foundation Activations - Management - Projects	USD\$102,55.00
Chris Johnson Fighting Alliance	\$22,000
Bob Marley Foundation - Birthday Celebration Sponsorship	\$7,694
We Got Soccer - Reggae Girlz Field Kits	\$16,348
Falmouth United Football Club	\$8,437.50
Local Office Landscape & Urban Design - Winnifred Beach Project	\$10,000
Foundation Management (UK, US, JA)	\$48,262

Budget spending report based on approved budget



MARCH 2019

TOTAL MONTHLY SPEND

Foundation Activations - Management - Projects

USD\$104,330.01

Chris Johnson Fighting Alliance	\$15,000
Falmouth United Football Club	\$8,437.50
Bob Marley Foundation - Bob Marley Birthday Platinum Sponsorship	\$7,693.49
Local Office Landscape & Urban Design - Winnifred Beach Project	\$10,000
Set the Stage - Onsite Marketing & Branding for Reggae Girlz Camps	\$6,079.02
SIAM Associates - Marketing Consultant	\$4,000
CAMP GELI - PR/Press/Video/Photography for Reggae Girlz camps vs Chile	\$7,230
Jamaica Football Federation (JFF) - Contribution/Donation for Trophy Tent	\$200
Foundation Management (Incl. Travel & Accommodation – UK, US, JA)	\$45,690

START OF 2ND QUARTER: APRIL - JUNE 2019

USD\$647,633.00

TOTAL COMMITTED FOR 2ND QUARTER

\$215,877.67

MONTHLY PAYMENT BREAKDOWN (3 MOS.)

\$149,540.00

AMOUNT FUNDED ON 3/18/19 TOWARDS APRIL

\$66,337.67

*BALANCE

\$113,761.35

CURRENT TOTAL IN ACCOUNT

*Remaining balance of USD\$66,337.67 approved funding yet to be contributed



- Board of Trustees Alessandra Lo Savio, Asia Lo Savio and Giorgia Lo Savio completed approval process for UK Charity Commission
- Board of Trustees quarterly meeting to be scheduled in April 2019
 - ∞ Minutes for Board resolutions needed for reporting to Charity Commission, including approvals for:
 - Budget
 - Legal representation
 - Programs & projects
 - New trustee under consideration: Marlene Martin (ideal to have local board member with a Jamaican Tax Registration Number (TRN))
- Foundation Bank account to be opened at Coutts UK (April 2019)
- December 2018: Carolina Garcia resigned as Executive Director of the Alacran Foundation
- January 2019: Hopi Noel Morton transitioned to Consulting Leadership position for the Alacran Foundation (4-month term)
 - ∞ Transition included: documentation organization and digital storage, introduction to partners, project and program reviews
- Onboarded staff, consultants and contractors ([see organizational chart](#)):
 - ∞ Flourish Media - Administrative and logistic support
 - ∞ André O. Wilson - Program oversight, community partnerships and organizational development
 - ∞ Piero G. Salardi - Art-Creative Director / Lead Designer
 - ∞ Sharon Roper, Geli Campbell, Mariasol Holguin - Local and virtual marketing consultants, social media and tech support
 - ∞ Legal counsel for Foundation (US/JA branch development, agreements and trademarks):
 - Kingsley & Napely Esq. (UK)
 - Calevoso Law (USA)
 - Phillipson Partners (JA)
 - ∞ Set the Stage - Event production for Alacran New Year's Eve party, on-site branding for two (2) Reggae Girlz football camps and the Bob Marley 2019 Earthday Celebration
 - ∞ Local Office Landscape & Urban Design (LOLA) - Lead architect and design for Winnifred Beach and Falmouth United Development
 - ∞ Don't Panic (UK) - Alacran Foundation video campaign and launch (postponed until 3rd quarter)



JANUARY 2019

- Initiated Foundation accounting and payment processing system
- Hopi / André - Jamaica site visits. Included meetings with: [Bob Marley Foundation](#), [Chris Blackwell](#), [Hill-Top Juvenile Correctional Centre \(staff and youth\)](#), Boys' Town Community Development, [Trenchtown Development Association](#), [Edna Manley College of The Visual and Performing Arts](#), [Falmouth United Football Club](#)
- Strategic planning and approval of 2019 slate of projects in Jamaica

FEBRUARY 2019

- **Foundation Budget Approved: USD\$2,472,162 (January - December 2019)**
- Additional costs not accounted for in the current [budget](#):
 - ∞ [Winnifred Beach construction](#)
 - ∞ [Falmouth United construction](#)
 - ∞ Reggae Girlz World Cup media/video coverage
 - ∞ Video campaign launch
 - ∞ Legal services
- UK Charity Commission approved Alacran Foundation as Legal UK Charity ([link to Commission guidelines and AF login details](#))
- Structured Alacran Foundation Mission Statement and [Overview Content](#) based on current programs and outputs
- Alacran Foundation social media posts and presence increased ([see monthly SM report](#))
- Created [Post-Event Reporting](#) and [Grantee Reporting Forms](#) to collect data, demographics and feedback
- Database archive of Alacran Foundation press and media: articles, videos and posts

MARCH 2019

- Retained legal counsel for Alacran Foundation non-profit branches in Jamaica and the USA
- Established reporting system to collect information and data from Alacra-funded programs, **projects** and **events**
- Creating standard operating procedures, policies and documentation for **travel** and **events**
 - ∞ Initiated pre-launch of:
 - ∞ Alacran Foundation social media platforms (Instagram, Facebook, Twitter)
 - ∞ Content population of Foundation website pages
 - ∞ Alacran Foundation email designations, e.g., media@alacranfoundation.org, accounting@alacranfoundation.org



2019 PROJECTS





JAMAICA'S NATIONAL SENIOR WOMEN'S FOOTBALL TEAM

REGGAE GIRLZ

FUNDING TO DATE USD\$234,247

(Jamaica Football Federation contributions)



PROGRESS UPDATE:

To date, the Reggae Girlz, Jamaica's National Senior Football Team, is where the Alacran Foundation has made the greatest impact, with large investments to the [Jamaica Football Federation](#) (JFF).

During the first quarter of 2019, the Alacran Foundation supported two (2) Reggae Girlz (RG) training camps with a contribution of USD\$77K to the JFF and an in-kind donation of USD\$13K for Umbro team workout gear, paid directly to the vendor. Both camps were located in Jamaica: The first camp included a press conference in Kingston, highlighting the team's journey to the World Cup and practice sessions; the second featured two (2) friendly games (one in Kingston and the other in Montego Bay) in March 2019, where the Girlz won against Chile, currently ranked #38 across the FIFA federations (Jamaica's women's team is ranked #53). The Alacran Foundation had designated tenting, branded signage and distributed a small amount of Alacran Foundation merchandise at both camps. The Alacran Foundation stayed in close communication with the [Bob Marley Foundation](#) (BMF) throughout and Alacran's representative Hopi Noel Morton joined BMF Foundation Manager, Alicia Williams, in meet-and-greets with JFF and Island officials.

Hopi and Alacran's consulting Director of Programs, André O. Wilson, attended events for both RG camps. Hopi was introduced to the team members, head coach, JFF and [CONCACAF](#) leadership. Alessandra Lo Savio, founder of Alacran, attended a practice session in Montego Bay and talked to Coach Hue Menzies and the players, who expressed their thanks to the foundation, as well as frustration about not receiving appropriate support from the JFF.





By mid-March, the team and staff had not yet received contracts and salary offers, World Cup qualification bonuses or stipends for the players, and had received a very low per diem of USD\$35 per day during the training camps. The standard per diem is USD\$75 per day. Additionally, the girls did not receive any media training in advance of the first major press conferences. Alessandra expressed her commitment to the team and the development of women's football programming in Jamaica.

This March 2019, Hopi met with the [Reggae Girlz Foundation](#) president, Michelle Adamolekun, and vice president, Lisa Quarrie, along with the head coach, Hue Menzies, in Jamaica, to discuss supporting the team in and around the JFF, as well as merchandising opportunities, media opportunities and long-term strategic plan commitment to women's football in Jamaica. The coach stated that U-17 women's leagues currently need the most support in Jamaica to ensure the next generation of successful players. The need for a football academy for girls, similar to André Virtue's [Ballaz Academy](#) and Grassroot Program, was also discussed. The Reggae Girlz Foundation is committed to the current senior national women's team and have a long term strategic plan commitment to Women's Football in Jamaica. They are a USA 501(c)(3) nonprofit and were recently in need of a fiscal agent in order to receive donations, grants and funding. Hopi introduced them to the Center for Social Change in Miami, where they have now established their fiscal status via the partnership.



CURRENT / NEXT STEPS:

Increased visibility through media and press coverage of the team is important as they prep for the World Cup. Player [Tiffany Cameron](#) approached Alacran about collaborating on her hip-hop song, [For the Love of the Game](#), to be used in commercials and brand promotions. The next step would be to re-record the song and pitch to [FIFA](#)-approved brands. Alacran is also supporting the expansion of the individual bios of the Reggae Girlz on Wikipedia.

Most recently, in March, the Reggae Girlz team and coaches came to a standstill with the JFF and were not willing to participate in the upcoming scheduled friendly game in South Africa on April 7, 2019, due to below-standard contracts and salaries. The Bob Marley Foundation obtained legal counsel on behalf of the team to support contract negotiations. The Alacran Foundation will pay qualification bonuses, total of USD\$78K long overdue from October 2018, to the team and staff, as well as provide football themed jewelry, amounting to USD\$2,340, as a token of appreciation.

The negotiating points for the Alacran Foundation are applicable to the present through the World Cup only; the funding for bonuses will be made via the Reggae Girlz Foundation (no monies sent through the JFF). Payments cannot be made from the Alacran Foundation directly to the team and staff, because it breaches UK Charity Commission regulations. The gifts will be presented to the Girlz with individualized letters of congratulations from the Alacran Foundation and the JFF. Alacran is to have ten (10) tier one credentials for the World Cup, media credentials and full access to the team for media coverage and new sponsorship opportunities. Access is a crucial point, as the Foundation is currently in talks with a documentary film company, [Soleil Entertainment](#), among others, to cover the [Reggae Girlz story](#) (see NDA) and Derrek Jeeter's Media company, [The Players Tribune](#), regarding featured editorials on [Khadija Shaw](#) and [Konya Plummer](#). Both productions are actively engaging potential branded partners and FIFA brand sponsors such as Adidas, Coca-Cola and Visa. Alacran will also share [media content](#) with the JFF / TVJ coverage of the upcoming friendly games and World Cup.



LATEST UPDATE

As of today, the postponed game in Durban, South Africa, is back on the schedule. The documentary film crew is committed to start filming in South Africa. The JFF has agreed to the Alacran Foundation's negotiation points and the team will be paid their bonuses via the Reggae Girlz Foundation (with the Center for Social Change as their fiscal agent). Alacran funding is set to reach the RGF by April 5, 2019 pending Alacran's agreement with the JFF.



DATA POINTS AS (AS PROVIDED BY THE JFF):

- Direct support to 40 Girls/Women (16-29 years)
- Senior Reggae Girlz vs Chile - Two games played (Reggae Girlz won both matches)
- Waiting on list of other sponsors from the JFF
- Waiting on game attendance numbers from the JFF

PLANNED JFF NEXT STEPS:

- Raise sufficient funds to plan and successfully execute the next three camps prior to the 2019 Women's World Cup and for post-World Cup preparation for the PANAM Games and subsequent tournaments and friendlies
- Launch of the Junior Grassroot Football Program in partnership with CONCACAF and the United States Embassy, Kingston

AF NEXT STEPS:

- Implement AF RG [social media plan](#)
- Strategy for PR/video and [brand marketing](#) for upcoming friendly games and World Cup
- Strategy for girls U-17 support
- Research Girlz Academy partners and funding





CJFA

**CHRIS JOHNSON
FIGHTING ALLIANCE**

**2019 BOXING SUMMER CAMP AND
COACHING PILOT PROGRAM**





GENERAL UPDATES:

- **Data Points:** Approximately 15 boys currently engaged in an after-school boxing program facilitated by Chris Johnson in advance of the summer program
- **February:** LOLA Partners made site visit to Falmouth United for buildout of CJFA facilities
- **Medium/Long-Term Plan:** Boxing gym and training programs at the Elleston Wakeland Community Centre

IMMEDIATE NEXT STEPS:

- Contract to be reviewed by AF attorney and CJFA team
- Promotion and activation for CJFA Summer Program (May - July 2019)
- Support CJFA partnership with the Jamaica Boxing Board of Control (JBBC) regarding implementation in schools
- AF site visit in collaboration with JBBC president to further explore stakeholder partnerships

RECOMMENDATIONS:

- Draft and sign CJFA contract per current business case for pilot project
- Review, monitor, and evaluate pilot project to determine future planning and support
- Video and media promotion of CJFA program





FUFC

FALMOUTH UNITED FOOTBALL CLUB

ELLESTON WAKELAND YOUTH CENTER



AF FUNDING CONTRIBUTED TO DATE: USD\$64,265

GENERAL UPDATES:

SIGNIFICANT DATA POINTS PROVIDED BY FUFC:

- 30 players engaged in Senior Football Program
- Approximately five (5) coaching staff
- Young men ages 20-29 (senior football team)

CURRENT ACTIVATIONS:

- Preparation for summer 2019 programs for youth
- Preparation for Red Bull football competition at community centre
- Local Office Landscape and Design (LOLA) Partners made site visit to Falmouth United for buildout (see [LOLA proposal](#))

ADDITIONAL PARTNERS/SUPPORT:

- **Kaya House:** Donated computer, desks, lockers, and file cabinets
- **Caribbean Choice:** Provided food for home games and other non-perishable foods
- **Royalton Hotel:** Donated toilets, provided plumbing services and linens

IMMEDIATE NEXT STEPS:

- Professional football, under-17 football program, youth football development
- Continue development with LOLA:
 - ∞ Assemble base materials for Falmouth site
 - ∞ Create program diagrams for Falmouth site to determine carrying capacity of site
 - ∞ Develop site plan options for Falmouth
 - ∞ Review Falmouth site plan options



FUFC FOUNDER KY-MANI MARLEY

LONG-TERM PLANS:

- Café and event space buildout
- Solicit donors/partners to get computer lab donation
- Solicit support for reading and arts program

RECOMMENDED AF SHORT/MEDIUM-TERM PLANS & SUPPORT:

- Design and build scrimmage field
- Design and build perimeter fence
- Purchase 28-seater bus to transport staff and players for away games
- Continued partnership / sponsorship development (i.e. Stewart Automotive, JFF Grassroots Football program)



YOUTH DEVELOPMENT

MUSIC & ARTS EMPOWERMENT



TO BE ACTIVATED NEXT QUARTER (APRIL - JUNE):

MUSIC/ARTS EDUCATIONAL AND CULTURAL EXCHANGES:

Jamaica is host to multiple well-established music schools and programs for youth throughout the island. What is missing is well-trained music teachers, well-trained sound technicians and a diversity of positions for trained musicians to play on-island. The result is that existing programs are not successfully retaining music students and there are fewer live community performances island-wide. Alacran Foundation is positioned to partner with existing programs by offering needed:

- **Scholarships for music teachers and sound technicians**
- **Instruments to students who cannot afford them**
- **Sponsorship of community concerts and performances**

The Alacran Foundation is positioned to provide enrichment to young people, youth ambassadors, adult professionals and community leaders to be empowered by international travel experiences while impacting our global village and communities.

Proposed Programs and Potential Partners:

- **Edna Manley College of the Visual & Performing Arts Musical Instruments & Scholastic Program**
- **POA Partners of the Americas Travel Grant for Teacher in Residence Education & Culture Program:**
 - ∞ Exchanges between counterpart 'Chapter' organizations for a minimum duration of 10 days
 - ∞ Month-long Teacher in Residence grants coordinated by the Bi-National Centres in Latin America
 - ∞ USA Partner: Preserving Archiving and Teaching Hip-Hop (PATH)
- **BloomBars - Oak Blossom Exchange and Book Drive Programs:**
 - ∞ Port Antonio-based pilot program to support literacy and access to books. Coordination of exchanges among creative youth and staff from African and Caribbean descent with artists and musicians across the USA and Jamaica.



YOUTH DEVELOPMENT AND INTENTIONAL CAPACITY STRENGTHENING AND COLLABORATIONS:



Through its collaborative youth development initiatives, the Alacran Foundation can improve grassroots community-based organizations in their own sustainability and advocacy efforts. Partnerships and funding organizations and programs' technical capacities, and help sustain effective and successful workforce development, as well as entrepreneurial and youth empowerment programs.

- **Youth-For-Development Network (YFDN):**

YFDN, a registered non-profit charitable organization based in Jamaica, offers local and international organizational strengthening and program delivery to youth, youth workers and community leaders, through direct support to vulnerable youth and communities.

YFDN Programs:

Bob Marley One Love Youth Camp (OLYC): Provides professional development training for teachers and professionals representing 30 non-traditional schools and community-based organizations in urban and rural parts of Jamaica. It has served over 180 teens with art empowerment camps, increasing confidence and motivation through community engagement. Impact through schools, organizations and performance is approx 25,000 people. Teens experience opportunities to connect with their creativity and live Bob Marley's vision of equality by using music to change the world.

Partners of the Americas (A Ganar) Youth Empowerment & Workforce Development training program:

A Ganar (Spanish for "to earn" or "to win"): YFDN is an A Ganar program licence holder in Jamaica, granted by Partners of the Americas, a U.S.-based international volunteer organization. The A Ganar program uses the power of sports combined with life and employability skills, internship, entrepreneurship and mentorship to help youth with professional and personal development. YFDN has served over 2,500 youths in Jamaica. In its ninth year of implementation, customized focus engages teenagers in medium and high juvenile remand and correctional centres. A Ganar envisions a world where the power of sport is effectively used as a teaching tool to address the challenges of youth employment, crime and education.



WINNIFRED

B E A C H

JAMAICA



AF FUNDING CONTRIBUTED TO DATE: USD\$23,000

DEVELOPMENT PROJECT (PHASE 1):

- **Local Office Landscape & Urban Design (LOLA) Fee:** USD\$20,000.00 / month (starting April 2019)
- **AF projected spending:** USD\$200,00.00 (estimate for Winnifred watershed demonstration site with comfort station)

GENERAL UPDATE:

- ∞ JANUARY - LOLA Partners attended NYE party in Port Antonio
- ∞ FEBRUARY - LOLA Partners met André for site visits to Winnifred Beach
- ∞ MARCH
 - Proposal meeting with LOLA in NYC
 - Submitted [Proposal](#) and [Slide Presentation](#) for Board approval
 - Creating 2-3 minute video describing “The Bathroom that Saved Jamaica”
 - Continue to coordinate with Alacran’s partners for basemap information for Winnifred Beach and Winnifred watershed
- ∞ Engaging partnership support with:
 - [Winnifred Beach Benevolent Society](#)
 - [Daryl Vaz](#) - West Portland Member of Parliament
 - [Yvonne Blakey](#) - Coldwell Banker JA
 - [Jamaica UAV](#)
 - [Jamaica Urban Development Corporation](#)
 - [Jamaica Tourist Board](#)
 - [Alligator Head Foundation](#)
 - [CARICOM](#)
 - [P.A.V.E. \(Portland Arts & Vocational Education\)](#)



WINNIFRED
B E A C H
J A M A I C A





NEXT STEPS WITH LOCAL OFFICE LANDSCAPE & DESIGN (LOLA):

APRIL 2019

- Work with Alacran to create a list of programs for immediate term (summer 2019), Phase 1 (first year of construction), and long-term (years 2-5)
- Continue to develop Winnifred comfort station with the input of Alacran's project team and partners

MAY 2019

- Complete design development for Winnifred comfort station
- Winnifred design development with Alacran and partners





SPONSORSHIP / ACTIVATIONS





SPONSORSHIP / ACTIVATIONS

AF FUNDING CONTRIBUTED TO

DATE: USD\$40,693.49



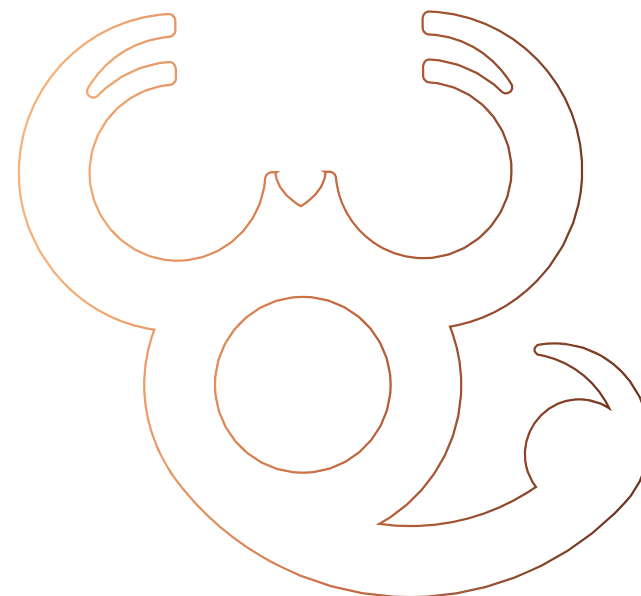
- **Bob Marley 74th Earthstrong Celebration (provided children's book-making activity)**
 - ∞ 4500 attendees
 - ∞ Children ages 3 - 18
 - ∞ Men and women ages 20 - 55
- **Title sponsor for Flourish Media's 2019 Behind the Leaf Conference**
 - ∞ 200 attendees
 - ∞ All women
- **STAMPED docuseries trailer (now in production)**
 - ∞ 14 employees in film production
 - ∞ Media impact (TBD)
- **Alacran Foundation Inaugural Christmas Treats (December 2018, US\$159,778.70)**
 - ∞ 4 parishes in Jamaica
 - ∞ 6 local community center partners
 - ∞ 835 gifts distributed to children
 - ∞ 470 meals delivered to senior citizens

ALL ACTIVATIONS RECEIVED PRESS, MEDIA AND VIDEO COVERAGE



FOUNDATION FIRST QUARTER WINS

- ✓ **Alacran Foundation established as Legal Charity in the UK**
- ✓ **Built out organizational systems for Foundation's operations, fiscal management, partnerships and reporting to optimize success and sustainability**
- ✓ **Retained highly recommended consultants, experts and professionals of Jamaican descent living onisland**
- ✓ **Alacran Foundation became a valued stakeholder with multiple partners in Jamaica (15+ partners)**
 - ∞ Implemented Jamaica-wide Christmas Treats
 - ∞ Funded Reggae Girlz Pre-World Cup Football Camps
 - ∞ Implemented CJFA Boxing after school pilot program
 - ∞ Funded Falmouth United Football League
 - ∞ Initiated development of 0% carbon footprint / work development community beach and watershed demonstration site
 - ∞ Initiated development of Falmouth United venue
- ✓ **Alacran Foundation has been quickly recognized and established in Jamaica for major contributions to sports, community and youth development**
 - ∞ 382 articles covering Alacran Foundation-related projects since Aug. 20, 2018
- ✓ **Peacekeeper on behalf of the Reggae Girlz with the Jamaica Football Federation**
 - ∞ Worked with Bob Marley Foundation and RG Foundation partners to end Reggae Girlz team strike and facilitated contract negotiations

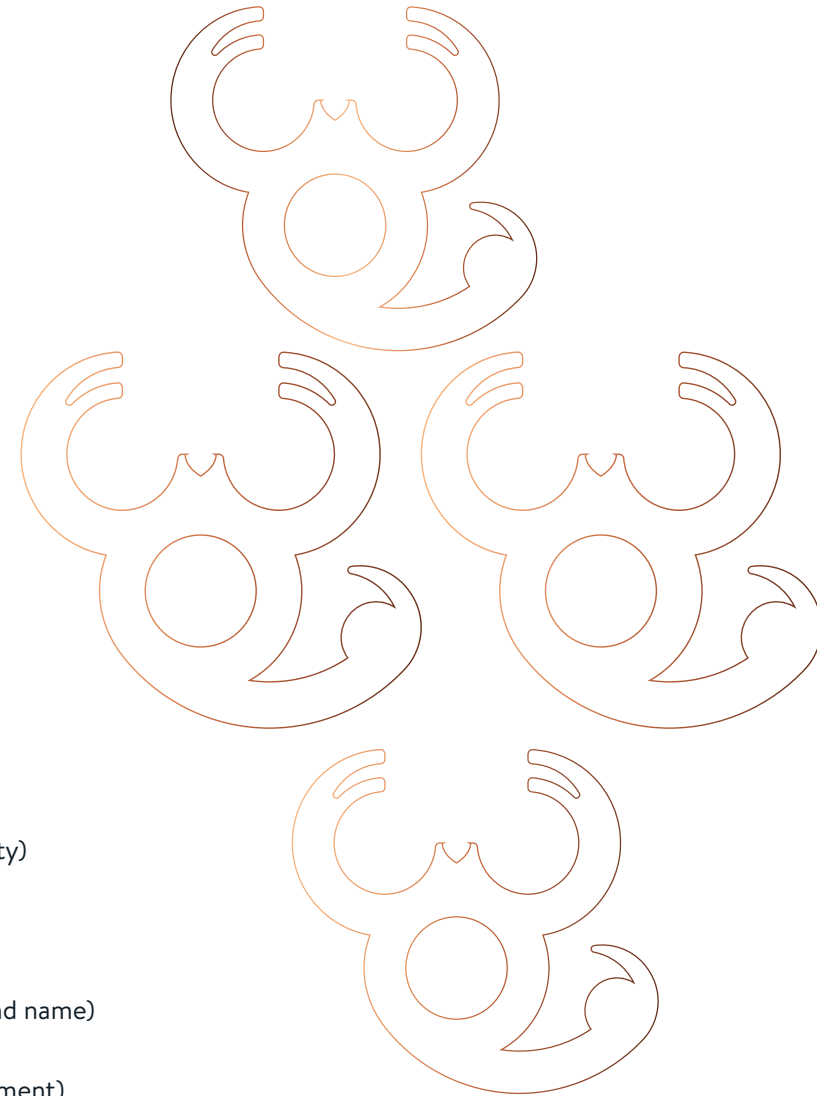




NEXT STEPS

Recommendations / action items:

- Facilitate Board of Trustees Meeting in April
- Complete USA and JA Non-profit branch registration
- Finalize contracts with all funded partners, consultants and contractors
- Present Annual Calendar 2019 - 2020 for approval
- Present project-based milestones
- Foundation website, social media and video campaign launch
- Designate attention to strategic planning and capacity-building initiatives
- Pursue partnerships and government support for Jamaica watershed development project
- Fund buildouts of Falmouth United and Winnifred Beach
- Foundation development and fundraising planning (focus on partnerships for program sustainability)
- Increase data collection and reporting
- Reduce Alacran Foundation PR and sponsorship visibility (reduces financial risks and protects brand name)
- Invest in micro industries (solar power, bamboo, alternative building materials, workforce development)



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alacran
foundation

alacranfoundation.org



**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Divian Olofin, LLC

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
253 NE 2nd Street 4508

6 City, state, and ZIP code
Miami, FL 33132

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
[] [] [] - [] [] - [] [] [] []

or

Employer identification number
81 - 2692901

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** [Signature] **Date ▶** Nov 21, 2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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



REQUEST FOR QUALIFICATIONS TO PROVIDE **PUBLIC RELATIONS AND MARKETING CONSULTANT**

Response to RFP RFP 24-0410100 • April 08, 2024

Wragg & Casas
STRATEGIC COMMUNICATIONS

in
conjunction
with:

 **GTMPR**
MARKETING THAT CONNECTS

AGENCY INFORMATION:

Primary Contact: Wragg & Casas / Ramon Casas

Wragg & Casas

Ramon Casas, President
Jeanmarie Ferrara, Executive Vice President
3191 Coral Way
Suite 607
Miami, FL 33145
T: (305) 372-1234
www.wraggcasas.com

GTMPR

Denise Galvez Turros, President
147 Alhambra Circle
Coral Gables, FL 33134
T: (305) 774-7061
www.gtmpr.com

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Letter of Transmittal (3.2.3)

3.2.3.2 Understanding of the work to be done

The scope of services outlined in RFP 24-0410100 is second nature to Wragg & Casas and GTMPR. We tell your story. We create the plan. We design your graphics. We promote and protect your band. We connect on social media. With a foundation in content creation, media relations, and event management, Wragg & Casas and GTMPR have been providing the answer to clients' communications needs for more than 30 years.



3.2.3.3 Authorized Representatives

Wragg & Casas

Ramon Casas, President
Jeanmarie Ferrara, Executive Vice President
3191 Coral Way
Suite 607
Miami, FL 33145
T: (305) 372-1234

3.2.3.4 Official signature of a Corporate Officer:

I, Ramon Casas, certify the contents of the Wragg & Casas responses to the City's Request for Proposal.

Ramon Casas

General Information (3.2.4)

3.2.4.1 Name of Business

Wragg & Casas Public Relations, Inc.

3.2.4.2 Address

3191 Coral Way
Suite 607
Miami, FL 33145
T: (305) 372-1234

3.2.4.3 Contact Persons

Ramon Casas or Jeanmarie Ferrara
3191 Coral Way
Suite 607
Miami, FL 33145
T: (305) 372-1234



Jeanmarie Ferrara



Ramon Casas

3.2.4.4 Business Hours:

M-F 9:00 am to 6:00 pm

3.2.4.5 Corporate Information

Wragg & Casas is a Miami-based Florida Sub-Chapter S corporation.
Florida ID number: S75640
FEIN: 65-0278572

3.2.4.6 Date of Incorporation

August 12,1991

3.2.4.7 Location

3191 Coral Way
Suite 607
Miami, FL 33145
Four on-site employees and 4 remote employees

3.2.4.8 Status

Wragg & Casas Public Relations, Inc. is a free-standing corporation owned by principals Ramon Casas and Jeanmarie Ferrara.

3.2.4.9 Florida Certification

Wragg & Casas is certified to do business in the State of Florida. Shown below is the Florida certificate dated February 19, 2024.



WAC00006-0424

Project Approach (3.2.5)

Clients seek out the services of a marketing and public relations firm primarily for two reasons: to promote their brand and services, or to solve a communications problem or shortfall.

We provide both solutions.

Vitamins to promote your proactive communications and branding goals.

Pain Killers to handle a communications crisis, negative publicity or social media attack.



The type and amount of work will vary month-to-month depending on the city's needs and the calendar – such as for special events. The work will include content creation, media relations, public relations, stakeholder outreach, collateral materials such as brochures, and flyers, special events, logos and related items.

Our approach to each client assignment follows these steps:

Step 1: Collect Information and Determine Goals: We start with the clients' goals, then inventory the existing media coverage, collaterals and videos, identify the target audience, determine the challenges and **create the core messages**. We also **set clear and achievable goals** in each area, including earned media exposure, social media metrics and overall awareness.

Step 2: Conduct an Analysis: We conduct an analysis of the effectiveness of the existing content, what needs to be adjusted, from media contact to messaging, key words, hashtags, distribution channels, timing and audience targeting to **promote the perception our clients**.

Step 3: Strategize: We create a multi-disciplinary and comprehensive branding, public relations, media relations, and social media plan to layout out the activities for various tactics, messaging, timing, and distribution of materials.

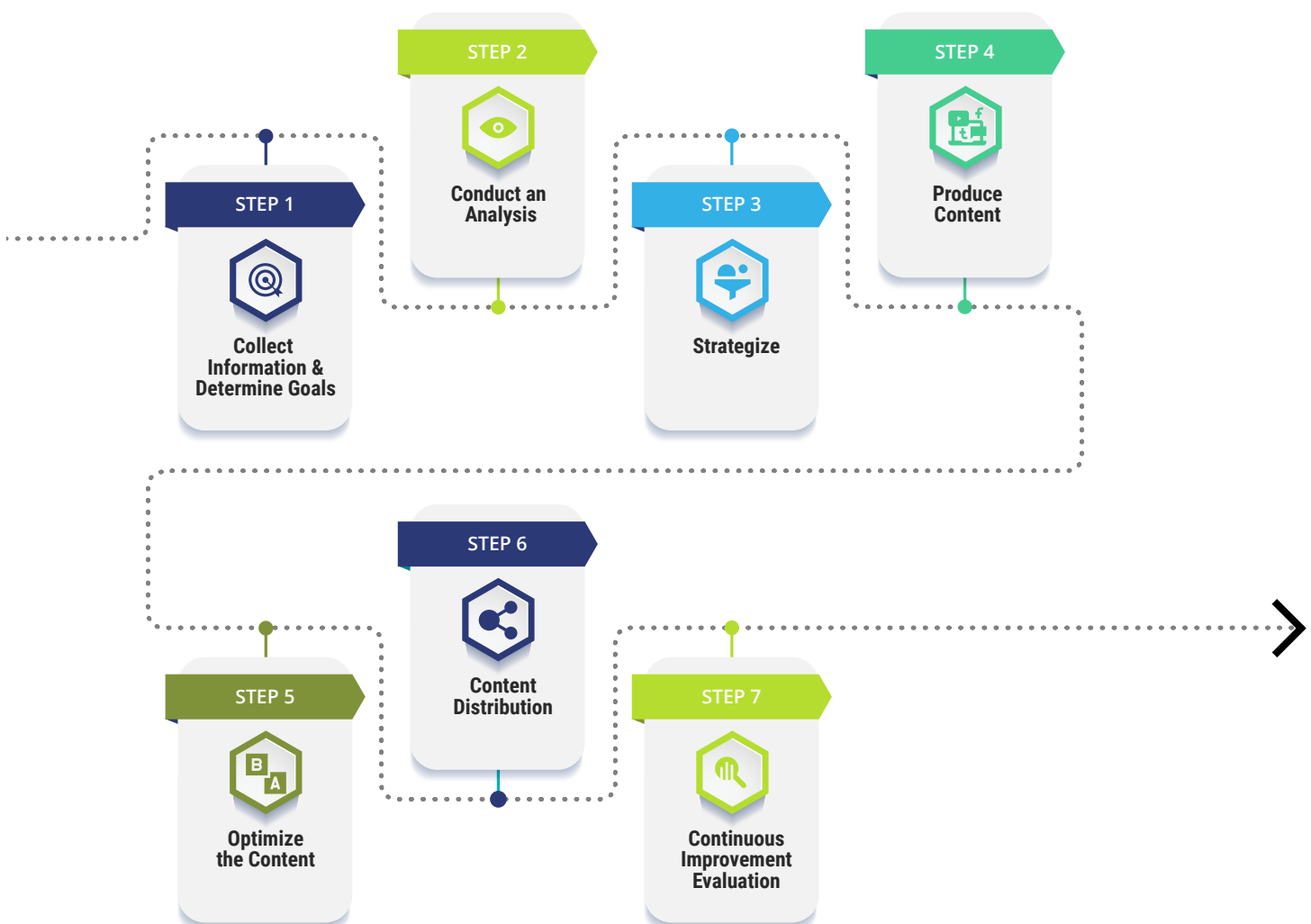
Step 4: Produce Content: We produce the variety of content need to attain the client's goals whether it be **logos, tag lines, long or short-form content for social media, videos, press releases, whitepapers, brochures, info graphics, newsletters, videos** – *the sky's the limit. We create and execute special events and functions.*

Step 5: Optimize the Content: We evaluate the content that is produced to ensure it is **optimized for each distribution channel**. For example, for press releases and traditional vehicles, we pay special attention to word count, keywords, readability, and any other items that make the content more attractive to search engines and the target audience. For digital marketing this also means ensuring that there are appropriate meta descriptions and tags to increase click-through rates and visibility.

Step 6: Content Distribution: Once optimized, we distribute content as appropriate: pitching reporters and editors directly, posting to websites, social platforms, and direct e-mail **outreach to constituents**.

Step 7: Continuous Improvement Evaluation: Once distributed, we review and evaluate pursuant to the appropriate metrics: amount of news coverage, social reach, engagement and conversations. If we've met the client's goals, then we continue using the process for future content or adjust accordingly.

Our 7-Step Approach to Client Assignments



Experience and Qualifications (3.2.6)

3.2.6.1 Years in Business

Wragg & Casas has been in business continuously for 32 years and 8 months.



3.2.6.2 Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services

We are proud to say we have successfully performed all of the services in the scope of work for numerous public and private clients outlined in the RFP:

- Creating a unique, memorable identity for the City of Opa-locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tag line/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Ensure effective communication between the City and stakeholders of the community Create/Design flyers for City events and functions
- Assist City with planning major events

Several visual examples are shown below and in Appendix 1.

- Creating a unique, memorable identity

We created the entire public identify for Agualinks, the winning bidder in an RFP to make over Puerto Rico's water infrastructure. This included logo, signage, billboards, stationery, automobile wraps, and uniforms. We also revised and refreshed the brand guidelines for the Carrollton school of the Sacred Heart in Coconut Grove.



Carrollton School



Agualinks

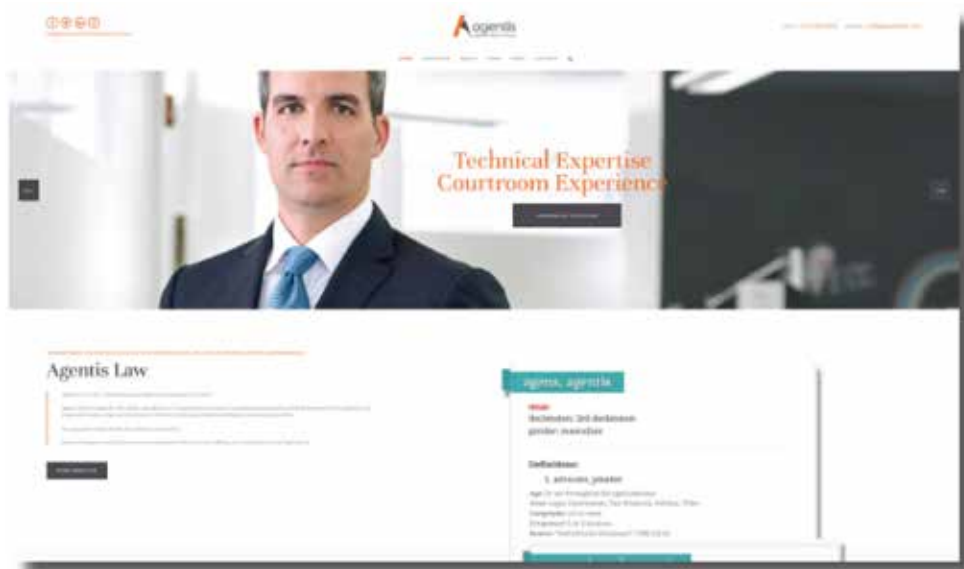
- Developing a comprehensive public relations plan

We have created many successful public relations plans for clients. GT USA, the operator of the commercial ports at Port Canaveral and the Port of Wilmington, turned to Wragg & Casas for its launch and ongoing public relations support. Due to its length, the GT USA Wilmington plan is attached as Appendix 1.



- Reviewing and updating web and social media strategies

A sample page from the Agentis law firm website:



- Directing City communications when the City faces a crisis situation

We hope Opa-locka never needs crisis management support. But if it does, Wragg & Casas has a premier crisis management and reputation management practice. Our work has included creating the crisis communications plans for the Miami-Dade Expressway Authority, several Community Based Care child service organizations across Florida, two hospital companies,



Burger King and Del Monte. We have handled many crisis assignments, from an engineering firm in the collapse of Champlain Towers South to the sexual abuse crisis in the Catholic Church to criminal indictments in a commercial jetliner crash.

Media Relations

Following are examples of a few media relations placements garnered for diverse clients.



- Create/Design flyers for City events and functions / Assist City with planning major events.

Wragg & Casas and GTMPR have created numerous highly successful especial events. Overtown. Little Havana. Coral Gables. Doral. Pictured here is the cover to a brochure about Little Havana. The full brochure is in Appendix 2.



Denise Galvez

Pictured right is the opening of the VIACOM Studios in Overtown, for our client, the OMNI CRA.



Created logo and all branding for the Coral Gables Business Improvement District along with all supporting materials including flyers, posters, invitations, radio and TV spots for their yearly events and programs: Halloween on the Mile, Coral Gables Restaurant Week, Taste of the Gables, and Giralda Under the Stars.



Developed high quality curated events, performances, and art installations to draw traffic to the area and businesses within the BID including many that garnered National press like the Caterpillars of Coral Gables, "Umbrella Sky" on Giralda Avenue, Encore! Music Series, and Illuminate Coral Gables.



3.2.6.3 Examples of marketing materials, press releases, etc. as described in the Scope of Services



3.2.6.4 Specific individual who would serve the city on a day-to-day basis.

Ramon Casas



Ray Casas
President

During his career, Ray Casas has managed communications services for multi-national companies, large real estate developers, banks, food companies, attorneys and other professional firms and hospitals. Casas' areas of expertise include strategic planning, issues management and crisis counseling.

Before Wragg & Casas, he worked for 13 years at Hank Meyer Associates Inc., where he was executive vice president. Earlier, he was a reporter for United Press International, the San Diego Evening Tribune and The Chicago Reporter.

In 2012, Casas received the Lifetime Achievement Award from the Public Relations Society of America, South Florida Chapter.

Casas serves on the board of directors of the Greater Miami Chamber of Commerce was the 2015 chairman of the Miami Lighthouse for the Blind, where he has served as board member for 23 years. Previously, Casas served on the board of directors of the Beacon Council and the Board of Regents of Leadership Florida, acting as Miami region chairman for two years. He was the 2001-2002 chairman of the Archbishop's Charities and Development Drive.

Ray Casas holds bachelor's and master's degrees in journalism from Northwestern University.



Jeanmarie Ferrara
Executive Vice President

Jeanmarie Ferrara, a member of the Florida Bar, joined the firm in 1996.

Currently, Ferrara works with a number of professional services clients as well as concentration on public affairs and community outreach.

Ferrara has been involved in creating communications strategies for local ballot initiatives involving land use and zoning, as well as event planning, multi-media presentations, media relations and legislative monitoring.

During the Florida Constitutional Amendment 4 Campaign, Ferrara coordinated more than 200 speaking engagements before local political, social, service and environmental clubs as well as homeowners, condominium and professional associations.

During a community outreach campaign to build a major-league baseball stadium in Miami, Ferrara worked to garner resolutions of support from numerous civic and business organizations.

Ferrara is a graduate of The University of Miami School of Law and holds a bachelor's degree from The University of Miami School of Communication.

Ferrara was named the "2005 Up & Comer in Public Relations" by the South Florida Business Journal. She served as the 2007 program chair for Leadership Miami and is a member of Leadership Florida, Class XXI. She received both the 1986 Broward County Miami Herald Silver Knight and Sun-Sentinel awards for journalism. She served as a judge for the 2008 Miami Silver Knight Awards.

She serves on the board of the Coral Gables Bar Association, and has served as a volunteer tutor with Project L.E.A.D, an adult literacy program of the Miami-Dade Public Library.



Mery Lewis
Creative Director

Mery Lewis is the creative director for Wragg & Casas. She is responsible for all aspects of digital media, including graphic design, web design and social media management.

Her extensive experience with both small and large companies includes graphic design work for NBC 6/Telemundo, Mega TV, World Avenue and Integrated Document Solutions. She has also owned her own company, The Idee, working on marketing and rebranding projects for top companies such as Nova Southeastern University, PGA National and St. Andrews Country Club.

Mery is a graduate of the Art Institute of Fort Lauderdale, where her peers voted her as "best tutor." She holds a bachelor's degree in graphic design along with a bachelor's degree in web design and interactive media. Mery has been recognized by Legacy Broward Magazine's "40 Under 40 Leaders of Today and Tomorrow" and by the Art Institute of Fort Lauderdale for "Best Portfolio Interface in Web Design" and "Best Print Portfolio." Born in Caracas, Venezuela, she is fully bilingual in English and Spanish.

Mery lives every day by her favorite quote:

"Ideas are the beginning points of all fortunes." – Napoleon Hill



Denise Galvez
President

Denise Galvez is a 19-year veteran of the public relations and marketing industry who has worked with multinational corporations on both the corporate and agency side. She founded GTMPR (formerly known as Go To Marketing) in 2004 and has never looked back. These days Denise has turned her attention to PR consulting with more of a focus on non-profits, social issues, affordable housing initiatives, and public/private programs at various levels of government. Denise also continues to work with various clients in the health and real estate industry that are truly innovators like DrGoodPrice and Artifex Construction. Some of her most prolific work was with the City of Coral Gables where she helped to establish the Business Improvement District in 1997. That same BID later became her longest running client (for 8 years) and was where she established many PR initiatives/events that still re-occur annually in Coral Gables today. She has also worked with the City of Doral, City of Pinecrest, and South Miami to name a few throughout her career.

Today, Denise spends a lot of her spare time on helping further Historic Preservation efforts in the City of Miami and Miami Dade County. As a member of the City of Miami Historic Preservation Board she has helped to preserve the Nationally Recognized Historic neighborhood of Little Havana and has successfully designated countless properties in the area. When not busy serving her clients and volunteering on Government Boards, Denise enjoys spending time with her musician and teacher husband Juan and her three young children Victoria, Luna and Juanqui.

Schedule (3.2.7)

3.2.7.1 Timetable

MONTHS 1 – 2

- Review Opa-locka materials
- Identify / segment target audiences
- Meet with city staff to create one-year plan and draft timeline
- Attend city meetings, workshops, etc.
- Start work on branding and marketing materials
- Media relations as necessary

MONTHS 3 – 6

- Finalize branding materials – logo, usage guidelines, etc.
- Update news media targets as necessary
- At least monthly, but as often as needed, news media outreach
- Promote special events
- Social media postings
- Attend board meetings, workshops, etc.

MONTHS 7-12

- Ongoing news media releases on city developments, special events; local business profiles
- Ongoing social media items
- Design and place programs
- Attend board meetings, workshops, etc.

3.2.7.2 Availability

Immediately upon award

3.2.7.3 Completion date

We will provide a timetable for each task as they are assigned. Given the scope of services, we see no instance in which projects cannot be completed on a timely basis.

Pricing of Services (3.2.8)

- 3.2.8.1** The tasks outlined in the scope of services can be completed on a monthly fee of \$12,000.

References (3.2.9)



Client: City of Miami

Description: Consulting and Media Relations

Total dollar value: \$5,000/month

Dates: 2023 through present

Contact: Art Noriega, City Manager
Kenia Fallat, Director of
Communications, 786-556-0788



Client: Miami-Dade County Citizens' Independent Transportation Trust

Description: Public outreach, media relations, social media, photography and video

Total dollar value: \$100,000/year

Dates: 2022 through present

Contact: Javier Betancourt, Executive Director, 305-375-1095
Karla Damian, Chief Community
Engagement Officer, 305-375-1095



Client: City of Miami Office of Capital Improvements (through TetraTech master contract)

Description: Public outreach for Brickell Bay Drive Improvement Project and for Legion Park Improvement Project; analyze resident comments, prepare briefs

Total dollar value: \$7,500 per outreach meeting

Dates: 2022 through present

Contact: Sandra Patricia Pocasangre, City of Miami Community Outreach and Engagement Coordinator, 305-416-1209



Client: Town of Miami Lakes

Description: Media relations / social media for Miami Lakes Stormwater Bond Issue

Total dollar value: \$13,500

Dates: July-August 2021

Contact: Clarisell De Cardenas, 305-364-6100



Client: Village of Pinecrest

Description: Public outreach and social media

Total dollar volume: \$57,419

Dates: April-September 2022

Contact: Yocelyn Galiano, Village Manager, 305-234-121



Client: Dade Heritage Trust

Description: Media relations, social media, website development

Total dollar volume: \$5,400 per month

Dates: 206 through present

Contact: Christine Rupp, Executive Director, 305-358-9572

Additionally, prior to the 5-year period outlined in the RFP, Wragg & Casas provided public relations, community outreach and public affairs to the Miami-Dade Expressway Authority, the City of Miami Downtown Development Authority, the OMNI Community Redevelopment Agency and the City of West Miami.

Additional Forms (3.2.10)

These forms are also filed individually as appropriate via DemandStar.

RFP NO. 24-0410100

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Wragg & Casas Public Relations, Inc.

Address: 3191 Coral Way, Suite 607

City, State, Zip: Miami, FL 33145 Phone/Fax: 305-372-1234

2. Check One: Corporation (X) Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: 08/02/1991 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

Ramon Casas, President August 12, 1991

Jeanmarie Ferrara, RVP January 8, 2018

6. The length of time in business: 32 years

7. The length of time (continuous) in business as a service organization in Florida:
32 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$12,000
Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10th DAY OF April 2024

BID SUBMITTED BY:
Wragg & Casas Public Relations, Inc. 305-372-1234
Company Telephone Number

Name of Person Authorized to Submit Bid Fax Number

Ramon Casas

Signature 

President Email Address rcasas@wraggcasas.com

Title

RFP 24-0410100

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

WAC00006-0424

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature



Printed Name Ramon Casas

WAC00006-0424

RFP 24-0410100

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Ramon Casas the
(Name)

President of Wragg & Casas Public Relations, Inc.
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

April 10, 2024
Date


Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the owner and officer of the PROPOSER that has submitted the attached proposal;
He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (2) Such Proposal is genuine and is not a collusive or sham Proposal;
- (3) 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed 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 Proposal 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 of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title

Ramon Casas, President

RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]

Title: President

State of Florida County of Hialeah-Dade

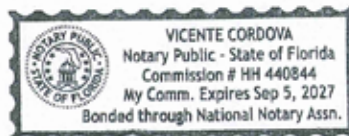
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 9th day of April, 2024.

By Ramon Francisco Casas

Personally known OR produced identification FL DL

[Signature]
Notary Public

My Commission Expires September 5, 2027



RFP 24/0410100
E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If a contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

WAC00006-0424

RFP 24/0410100
E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Wragg & Casas Public Relations, Inc.

Authorized Signature: 

Print Name: Ramon Casas

Title: President

Date: April 10, 2024

Appendices

APPENDIX 1

Work Plan for GT USA

Overview

GT USA Wilmington (GT USA) is looking to increase awareness of its brand and company activities across the region, specifically within relevant business and trade streams. We propose a program of local, business and trade media relations, community relations initiatives and crisis management.

- Media relations is required to help ensure GT USA news is being seen in the appropriate business and trade publications, and that opportunities are made available to company spokespeople for thought leadership and features that can provide more in-depth information on company services and expertise.
- Generating local news media exposure on the economic benefits of the Port to the Wilmington community and the State of Delaware from GT USAs investment are key areas for acceptance and local relations.
- Support of GT USA's community relations initiatives – we encourage that programs be developed in conjunction with GT USA's corporate social responsibility program e.g.: CSR Pillar – Employability – work with a community college as an adjunct to their adult education programs.
- Crisis management is a key component of the service. As GT USA plans advance, one area that should receive immediate attention is to fend off the attacks on the port from supporters of other ports.

Summary of Ongoing Public Relations Services

Public Relations Services	Activities	Tasks	Timeline	Responsible Party
MEDIA RELATIONS: - Strategy Messages - News Releases - Editorial Content - Interviews	§ Media strategy and messaging for proactive media outreach § News releases § Create story pitches to capitalize on media editorial calendars § Promote community activities of GT USA senior staff § Media database management (trade, local press, regional and national business media) § Media inquiries: Field responses, draft statements § Talking points § Byline articles § Boost search engine optimization § Media interviews	§ Research, write and edit: - news releases - byline articles, - commentaries - pitches - talking points - Q&A sheets - fact sheets - messaging § Reach out regularly to writers and editors of local media, maritime trades and vertical trade media to pitch GT USA executives § Update media lists regularly § Client editing-approval process § Media pitching and follow-up § Photo editing as needed § Research and develop a schedule of releases, pitches and other activities based on editorial calendars § Use SEO tactics to push up visibility of GT USA, GulfTainer and senior staff in Google searches § Schedule and manage media interviews § Regular client meetings to maximize opportunities	§ One business news release per month § Promotion of community activities on as-needed basis	GT USA to provide information on an ongoing basis Wragg & Casas to perform all tasks
SPEAKING ENGAGEMENTS	§ Identify appropriate opportunities	§ Schedule an average of at least one engagement a month § Capitalize on trade shows for pitching executive interviews	§ Set up quarterly presentation to local business and civic groups	GT USA to provide information on an ongoing basis Wragg & Casas to perform all tasks
ADVERTISING	§ Create bi-monthly tombstone ads	§ Design template § Write copy and finalize each ad	§ Ads to run every 8 weeks	GT USA to provides basic information Wragg & Casas to creates and places ads.
QUARTERLY NEWSLETTER	§ News content § View from the Bridge column § Layout and design	§ Use materials from news releases throughout GulfTainer and edit those for newsletter content – approximately 10 items per newsletter § Draft CEO column § Create graphic design layout for print and HTML versions	§ Quarterly	GT USA and GulfTainer select stories. Wragg & Casas creates content, layout and graphics,

Public Relations Services	Activities	Tasks	Timeline	Responsible Party
COMMUNITY RELATIONS	§ Support GT USA school and adult education initiatives § Regular summaries of GT USA activities § Generate publicity for the school outreach program in Wilmington as a co-branded effort with the state government	§ Publicize local community relations initiatives § Create and deliver summaries of media placements and advertising to local and state officials and groups § Coordinate with the governor's office school outreach as a co-branded effort rather than a GT USA stand-alone program	§ Ongoing	GT USA to provide information on an ongoing basis Wragg & Casas to perform all tasks
	§ Media monitoring of all (English language) Gulfstream and GT USA media mentions § Provide monthly recap document for dissemination to public officials and other publics and shareholders	§ Create pdfs of all stories § Maintain story library	§ Ongoing	GT USA to provide information on an ongoing basis Wragg & Casas to perform all tasks
	Distribution of news releases to U.S. general and major business media, including GT USA or Gulfstream logo, one photo and embedding key words for search engine optimization	§ Coordinate distribution over wire service § Track hits	§ Monthly, or more frequently, as needed	GT USA to provide information on an ongoing basis Wragg & Casas to perform all tasks GT USA to provide information on an ongoing basis Wragg & Casas to perform all tasks
SOCIAL MEDIA	§ Support GT USA social media	§ As needed to support internal efforts	As needed	GT USA dictates parameters. Wragg & Casas creates calendar, content, graphics, photo and video components.

APPENDIX 2

EXPLORE LITTLE HAVANA BROCHURE



ER - FLAGLER STREET

CALLE OCHO - SW 8 STREET OR TAMiami TRAIL

POINTS OF INTEREST

1. Little Havana Welcome Center (Official Visitor's Center)
2. Tower Theatre (Built in 1920 at 13th Ave & 8 St)
3. Massimo Gomez Park & Bust of Cuban revolutionaries (aka Domino Park)
4. Los Misioneros (Church standing Park Street in the City of Miami)
5. Cuban Memorial Boulevard and Park (SW 13th Avenue starting on 8 St)
6. Eternal Torch (dedicated in 1971 to the Bay of Pigs Invasion Fighters (13th Ave)
7. President's Public House (Cuba's Casa del Pasa House of Presidents at 1341 SW 13th Ave)
8. Billy House (first Mayor of Miami's home (51 Park and Post Office Church at 1341 SW 11 Street)
9. José Martí Park aka Marino Park (at 301 Muller St)
10. Bay of Pigs / Bay of Pigs Museum (at 1321 SW 9 St)
11. Petronio 1627 Gallery (at 1627 SW 8 St)
12. The Calle Ocho (The Tree of Life at SW 13th Ave)
13. Casa De Los Rios (The House of Rivers)

VIERNES CULTURALES

MURALS OF CALLE OCHO

Mysamia by local artist Cuban artist Santos Mendez
(located at 12 Ave & 8 St)

Curas Brothers Murals (at Domino Plaza, Cuba Ocho, Tower Theatre & McDonald's)

Summit of the Americas mural created by Oscar Thomas, depicting the Presidents of all the American nations that attended the 1st Summit of the Americas (SOA) in Miami in 1994

Las Damos de Blanco by Daniel Fila @kravart
(15th Ave & 8 St North side)

Astor by @rendawriter (at 1637 SW 8 St)

Arteses Frescos at Latin Quarter (at 1465 SW 8 St)

Roosters of Little Havana original sculptures by Ernesto Damian (on 8 St from 27 - 12th Ave)

Calle Cruz Azucar mural by @mishuhy (at 13th & 8 St)

Cuban Party by Diana Contreras (at Second Floor 1356 SW 8 St)

Arte de Las Americas Mural by local Nicaraguan artist Luis Manuel Cuadra Penabaz aka Archie Nica (at La Esquina de La Fama)

WALK OF STARS

CALLE OCHO WALK OF STARS

Stars are in order of appearance from west to east.

1. Roberto Duran	7. Agustin Lara	13. Raul Artime	19. Thalia	26. Willy Chirio
2. Gloria Estefan	8. Pablo Yegor	14. Benigno Arango	20. Roberto Torres	27. Harold C. Martinez
3. Emilio Estefan	9. Rosalinda	15. Ernesto Lecuna	21. Betty Pine	28. Raychel
4. Roberto Carlos	10. Chayito	16. Ballet Concierto Co.	22. Martha Flores	29. Roberto Ledezma
5. Leopoldo Fernandez	11. Raul Valdes	17. Fernando Abreu	23. Cristina Santiago	30. Lilibeth Lemaire
6. Olga Guillot	12. Jose Luis "El Puma" Rodriguez	18. Sander Neizer	24. SAMY	31. Calle Cruz
			25. Marie Conchita Alonso	32. Julia Iglesias

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Discover the pivotal legacy of Bay of Pigs at the Bay of Pigs Museum and Library, a cornerstone of the Cuban exile community's history. Experience the stories of valor and sacrifice of members of Brigade 2506 (emigrants) (also known as the "Freedom Riders") who fled the Cuban Revolution in 1961. The museum offers a unique opportunity to explore exhibits that pay homage to the men, women, and children who risked their lives to escape the tyranny of the regime in Cuba, and gain insight into the political, social, and cultural experiences of Cuban-Americans in the United States as well as to see the original Bay of Pigs. Come in a group or just your own to see a true story.

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2821 SW 3 St, Miami, FL 33135
(305) 649-4715

BAY OF PIGS BRIGADE 2506 MUSEUM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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

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PRODUCER World Insurance Associates, LLC 14821 S Dixie Hwy Miami FL 33176	CONTACT NAME: AnnMarie Edwards PHONE (A/C, No, Ext): 786-633-2951 E-MAIL ADDRESS: annmarie@marrisandrenolds.com FAX (A/C, No): 305-2559-643
INSURED Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami FL 33145	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Express Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1032601025**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ESM0239832807	12/11/2023	12/11/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		08193966	9/27/2023	9/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	21WECAD4GLE	7/7/2023	7/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

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

City of Miami is included as additional insured on General Liability and Automobile Liability policies, subject to policy terms and conditions. General Liability Policy is Primary and Non-Contributory, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Miami
Procurement Department
444 SW 2 Ave, 6th FL
Miami, FL 33130

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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INSURED Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami FL 33145	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Express Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 727065582**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.

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B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			08193966	9/27/2023	9/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	21WECAD4GLE	7/7/2023	7/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Proof of Insurance Only

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

Gregory Leifer

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COVERAGES**CERTIFICATE NUMBER:** 1738666372**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.

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ESM0239832807	12/11/2023	12/11/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	21WECAD4GLE	7/7/2023	7/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**Forte Properties
3131 Coal Way
Miami FL 33143

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

Gregory Leifer

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INSURED Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami FL 33145	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Express Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1080183280**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.

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ESM0239832807	12/11/2023	12/11/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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C	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	21WECAD4GLE	7/7/2023	7/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

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

Re: Solicitation #RTQ-00396, Title: Marketing Services Pre-Qualification Pool.

Miami-Dade County is included as additional insured on General Liability policy, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**Miami-Dade County
111 NW 1st Street, Suite 1300
Miami, FL 33128

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

Gregory Leifer

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INSURED Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami FL 33145	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Express Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 138659284**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.

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A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

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

Re: All Business Assets and/or Equipment, Reference ID: 7145-2299-2719-147, Loan #XXXXXXXXXX8663, Control #3124.

CERTIFICATE HOLDER**CANCELLATION**Ocean Bank
P.O. Box 941990
Maitland, FL 32794-1990

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AUTHORIZED REPRESENTATIVE

Gregory Leifer

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COVERAGES**CERTIFICATE NUMBER:** 1943021155**REVISION NUMBER:**

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ESM0239832807	12/11/2023	12/11/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			08193966	9/27/2023	9/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	21WECAD4GLE	7/7/2023	7/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All Business Assets and/or Equipment, Reference ID:7145-2299-2719-147, Loan #XXXXXXXXXX8663, Control#3124.
Ocean Bank s included as Loss Payee per form BP 1203 0110, Loss Payable Clauses, as their interests may appear.

CERTIFICATE HOLDER**CANCELLATION**

OceanBank
P. O. Box 941990
Maitland, FL 32794-1990

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE

Premises Number: 1 & 2	Building Number: 1	Applicable Clause (Indicate Paragraph A, B, C, or D): A
Description of Property: Business Personal Property		
Loss Payee Name: OCEAN BANK **ADDING:		
Loss Payee Address: P.O. BOX 941990 MAITLAND, FL 32794		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Nothing in this endorsement increases the applicable Limit of the Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Property Loss Condition in **Section I - Property**, as shown in the Declarations or in the Schedule:

A. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any Claim for loss or damage jointly to you and the Loss Payee, as interests may appear

B. Lender's Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgage holder or trustee, whose interest in that Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest
 - a. We will pay for covered loss or damage to each Loss payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss payee has started foreclosure for similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Loss payee will still have the right to receive loss payment if the Loss Payee:
 - 1) Pays any Premium due under this policy at our request if you have failed to do so;
 - 2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - 3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of **Section I - Property** will then apply directly to the Loss Payee.
- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
 - 1) The Loss Payee's right will be transferred to us to the extent of the amount we pay; and
 - 2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason
4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration of this policy.

C. Contract Of Sale Clause

1. The loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to Paragraph H. **Other Insurance** in **Section III - Common Policy Conditions**:
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

D. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenant's improvements and betterments with you, unless lease provides otherwise.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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

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

PRODUCER World Insurance Associates, LLC 14821 S Dixie Hwy Miami FL 33176	CONTACT NAME: AnnMarie Edwards PHONE (A/C, No, Ext): 786-633-2951 E-MAIL ADDRESS: annmarie@marrisandrenolds.com FAX (A/C, No): 305-2559-643
INSURED Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami FL 33145	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Express Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1305697831**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ESM0239832807	12/11/2023	12/11/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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C	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	21WECAD4GLE	7/7/2023	7/7/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TetraTech, Inc. is included as additional insured on General Liability policy, subject to policy terms and conditions..

CERTIFICATE HOLDER**CANCELLATION**

TetraTech, Inc.
6303 Blue Lagoon Drive
Miami FL 33126

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)

12/28/2023

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PRODUCER World Insurance Associates, LLC 14821 S Dixie Hwy Miami FL 33176	CONTACT NAME: AnnMarie Edwards PHONE (A/C, No, Ext): 786-633-2951 E-MAIL ADDRESS: annmarie@marrisandrenolds.com FAX (A/C, No): 305-2559-643
INSURED Wragg & Casas Public Relations, Inc. 3191 Coral Way, Suite 607 Miami FL 33145	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Express Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 344033558**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.

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A	E&O			ESM0239832807	12/11/2023	12/11/2024	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**Wragg & Casas Public Relations Inc.
3191 Coral Way, Suite 607
Miami, FL 33145

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

Gregory Leifer

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RFP 24-0410100

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Ramon Casas the
(Name)

President of Wragg & Casas Public Relations, Inc.
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

April 10, 2024
Date


Signature

RFP 24/0410100
E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If a contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

RFP 24/0410100
E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Wragg & Casas Public Relations, Inc.

Authorized Signature: 

Print Name: Ramon Casas

Title: President

Date: April 10, 2024

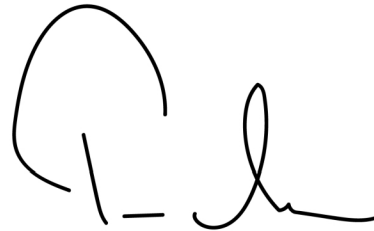
State of Florida

Minority Business Certification

Wragg & Casas Public Relations Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/14/2023 to 06/14/2025



J. Todd Inman
Florida Department of Management Services



MIAMI-DADE COUNTY
APPROVAL OF MUNICIPAL APPLICATION
FOR CERTIFICATE OF USE OR BUSINESS LICENSE

FOLIO: 0141090650001

CERT NO: 23002890MU

ZONING DISTRICT:

DATE OF ISSUANCE: February 28,2023

MUNICIPAL APPLICATION NO:

PROCESS NO: MUA23002890

THIS APPROVAL MUST BE POSTED ON PREMISES

CORP NAME / DBA: WRAGG & CASAS PUBLIC RELATIONS, INC.

BUSINESS ADDRESS: 3191 SW 22 ST UNIT #607

BUSINESS USE: OFFICE USE ONLY

USE SPECIFICS: CONSULTING SERVICES

LEGAL DESCRIPTION: MADISON CIRCLE CONDO MADISON SQUARE REPLAT PB 70-71 TRACT I

-----CONDITIONS-----

- (DECU) OFFICE USE ONLY
- (RER) THIS MIAMI-DADE APPROVAL OF A MUNICIPAL CERTIFICATE OF USE IS VALID FOR AN UNLIMITED TIME OR AS INDICATED BELOW PROVIDED THERE ARE NO CHANGES TO THE USE, BUSINESS NAME OR OWNERSHIP; OR EXPANSIONS, ALTERATIONS OR ADDITIONS TO THE APPROVED USE. ALL CHANGES LISTED ABOVE WILL REQUIRE ISSUANCE OF A NEW CERTIFICATE OF USE.
- (RER) THIS MIAMI-DADE APPROVAL OF A MUNICIPAL CERTIFICATE OF USE DOES NOT RELIEVE THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL REGULATIONS.
- (RER) YOU ARE ALSO REQUIRED TO ALLOW MIAMI-DADE COUNTY INSPECTORS ACCESS AT ANY REASONABLE TIME TO CONDUCT AN INSPECTION.

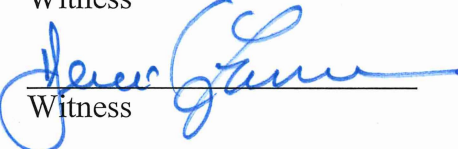
RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the owner and officer of the PROPOSER that has submitted the attached proposal;
He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (2) Such Proposal is genuine and is not a collusive or sham Proposal;
- (3) 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
- (4) 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed 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;
The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
- (5) the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:



Witness



Witness

By: 

Signature

Ramon Casillas, President

Print Name and Title

RFP 24-0410100

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]

Title: President

State of Florida County of Miami-Dade

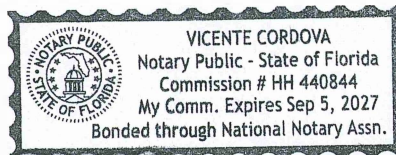
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 9th day of April, 2024.

By Ramon Francisco Casas

Personally known OR produced identification FL DL

[Signature]
Notary Public

My Commission Expires September 5, 2027



State of Florida

Department of State

I certify from the records of this office that WRAGG & CASAS PUBLIC RELATIONS, INC. is a corporation organized under the laws of the State of Florida, filed on August 23, 1991, effective August 21, 1991.

The document number of this corporation is S75640.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of April, 2024*




Secretary of State

Tracking Number: 8407353271CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RFP 24-0410100

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature  _____
Printed Name Ramon Casas

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Wragg & Casas Public Relations, Inc.	
	2 Business name/disregarded entity name, if different from above. dba Wragg & Casas Strategic Communications	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3191 Coral Way, Suite 607	Requester's name and address (optional) City of Opa-locka
6 City, state, and ZIP code Miami, FL 33145		
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <u>4/10/2024</u>
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

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

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



City of Opa-locka
Office of the City Clerk
780 Fisherman Street
4th Floor Opa-locka
Florida 33054

RFP NO. 24-0410100

**PUBLIC RELATIONS AND
MARKETING CONSULTANT**



9100 S. Dadeland Blvd.
#1500
Miami, Florida 33156
305.744.5758

Jessica Garrett Modkins | Project Manager

April 4, 2024



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LETTER OF TRANSMITTAL





9100 S. Dadeland Blvd.
#1500
Miami, Florida 33156
305.744.5758

April 4, 2024

RE: PUBLIC RELATIONS AND MARKETING CONSULTANT

City of Opa-locka Office of the Clerk
780 Fisherman Street, 4th Floor Opa-locka, FL 33054

Dear Joanna Flores,

It is an esteemed honor to have the opportunity to submit an RFP for a PUBLIC RELATIONS AND MARKETING CONSULTANT for the City of Opa-locka. Enclosed, please find our RFP. We appreciate the opportunity to be considered.

Our proposal demonstrates a positive commitment to timely perform the work needed for monthly PR & Marketing management. We have a dedicated seasoned team, ready to implement your marketing and branding strategies which includes brand development, public relations, crisis communication, social media management, and graphic design.

Our dedication to excellence has been recognized through the prestigious 2017 Key to Miami, acknowledging our role as an economic engine in Miami-Dade County. This in addition to being honored in the Inc. Magazine 5000 list as one of the Fastest Growing Private Companies.

As a testament to our commitment to quality, we hold certifications with the National Minority Supplier Development Council as a Minority Business Enterprise and Miami-Dade County Public Schools as a MICRO and M/WBE Certified firm.

At Hip Rock Star, we pride ourselves on producing forward-thinking campaigns fueled by the diverse skill sets and industry expertise of our team members. With over three decades of experience, we have cultivated enduring relationships within corporate and broadcast media, which will serve as a robust foundation for Marketing and Branding plans.

Our portfolio boasts successful client engagements with various public entities, government bodies, and esteemed businesses such as the National Football League, FPL, Crypto.com F1, City of North Miami CRA, City of Homestead CRA, City of Opa-locka CRA, City of North Miami, Miami-Dade County,



City of Miramar, City of Opa Locka, City of Miami Gardens, City of Atlanta, CNN, Tide, Sears, Toyota, Crest Toothpaste, Alonzo Mourning Family Foundation, The Miami-Dade Chamber of Commerce, SBC Community Development Corporation, The Black Archives Historic Lyric Theater, and others.

Our PR service is credentialed with a proved track record in media servicing; English – TV, Radio, and Print; Creole – TV, Radio, and Print; as well as Spanish – TV, Radio, and Print with coverage in local, regional, and national media outlets.

Thank you for considering our proposal. We are honored to be able to contribute to the success and community impact of the great City of Opa-locka. We also look forward to the opportunity to discuss our proposal further.

Should you require any additional information or clarification, please do not hesitate to contact us at JGM@hiprockstar.com or my cell at 305.970.1518 or 305.744.5758 at any time.

Kind Regards,

Handwritten signature of Jessica Garret Modkins in blue ink.

Jessica Garret Modkins
President
Hip Rock Star Advertising
305.744.5758
305.970.1518



GENERAL INFORMATION





3.2.4.1

Name of Business:

Hip Rock Star, LLC.

3.2.4.2

Mailing Address and Phone:

9100 S. Dadeland Blvd.

#1500

Miami, Florida 33156

305.744.5758 Office

305.970.1518 Cellular

3.2.4.3

Contact Person:

Jessica Garrett Modkins

305.970.1518

3.2.4.4

Business Hours:

10 am to 5 pm

3.2.4.5

Location & Entity:

Miami, Florida Hip Rock Star LLC.

3.2.4.5.6

Date of Organization & Where:

11/13/13

Miami, Florida

3.2.4.5.7

Location & Staff:

12386 SW 82nd Avenue

Pinecrest, Florida

3.2.4.5.8

Is the business a parent company?

Yes



3.2.4.5.9

State Certification

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L13000152657
FILED 8:00 AM
October 30, 2013
Sec. Of State
nculligan**

Article I

The name of the Limited Liability Company is:
HIP ROCK STAR, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
15030 MONROE STREET
MIAMI, FL. US 33176

The mailing address of the Limited Liability Company is:
15030 MONROE STREET
MIAMI, FL. US 33176

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
JESSICA MODKINS
15030 MONROE STREET
MIAMI, FL. 33176

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JESSICA MODKINS



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

[Previous On List](#) [Next On List](#) [Return to List](#)

hip rock star

Search

No Events No Name History

Detail by Entity Name

Florida Limited Liability Company
HIP ROCK STAR, LLC

Filing Information

Document Number	L13000152657
FEI/EIN Number	46-5325795
Date Filed	10/30/2013
Effective Date	11/13/2013
State	FL
Status	ACTIVE

Principal Address

12386 SW 82nd Avenue
Miami, FL 33156

Changed: 04/24/2023

Mailing Address

9100 S Dadeland Blvd.
Suite 1500
Miami, FL 33156

Changed: 09/16/2020



PROJECT APPROACH





PR & MARKETING CAMPAIGN

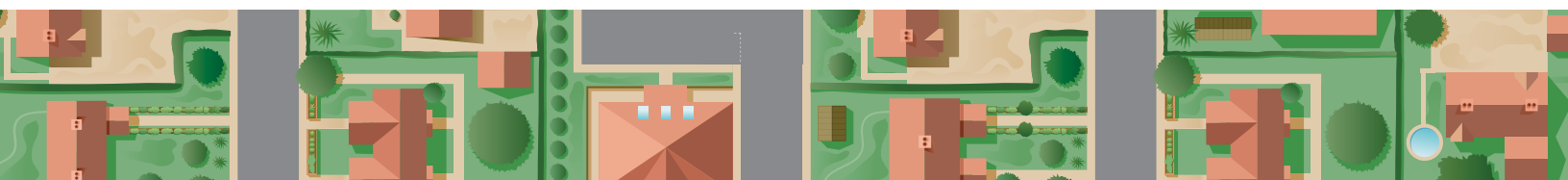




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I. CITY OVERVIEW

II. SITUATION ANALYSIS

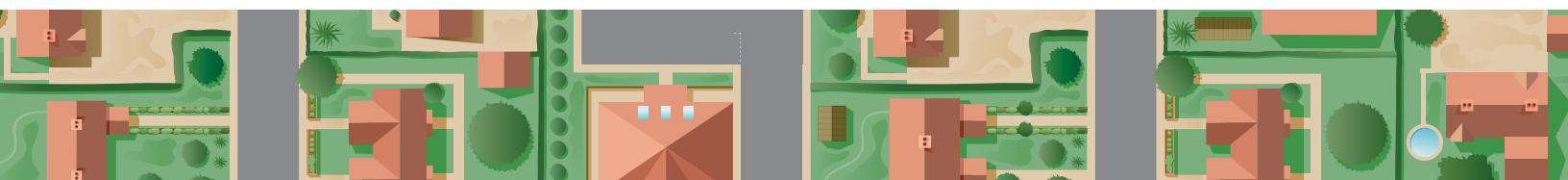
- A. The Market
- B. Market Assessment
- C. People
- D. Income & Spending

III. CAMPAIGN

- A. Objective
- B. Target Audience:
- C. Campaign:
- D. Tactics:



CITY OVERVIEW





Name

City of Opa-locka

Government Organization

The city of Opa-locka was incorporated in 1926 and operates under a commission/city manager form of government. The city commission consists of the mayor and four commissioners, who are responsible for enacting ordinances, resolutions and regulations governing the city; and appointing the members of various advisory boards, the city manager, city attorney and city clerk. As chief administrative officer, the city manager is responsible for the enforcement of laws and ordinances, and the appointment and supervision of the city's department heads. Municipal services include police, sanitation, water and sewer services, storm water services, maintenance of streets and infrastructure, and recreational activities. The financial reporting entity, under which the financial statements are prepared, includes all the activities and functions for which the city is financially accountable.

Structure

The City Commission / City Manager Form of Government is made up of:

Mayor	John H. Taylor, Jr.
Vice Mayor	Vice Mayor Natasha L. Ervin
Commissioner	Commissioner Dr. Sherelean Bass
Commissioner	Commissioner Joseph L. Kelley
Commissioner	Commissioner Veronica J. Williams
City Manager	Darvin Williams

Address

780 Fisherman St., 4th floor • Opa-locka, FL 33054 • (305) 953-2868

History

The City of Opa-Locka was the vision of aviation pioneer, Glen Curtiss. The area was originally named by the Native Americans "Opa-tisha-wocka-locka" meaning "a big island covered with many trees and swamps" but the name was quickly shorten to Opa-locka. The City was developed based on the Arabian Nights theme which is evident by the large collection of Moorish architecture throughout the city and with street names like Sabur, Sultan, Ali Baba, Sharazad,



Aladdin and Sesame. Mr. Curtiss and architect, Bernhardt Muller, built 105 buildings with an array of domes, minarets and outside staircases. By the time Mr. Curtiss completed his vision for Opa-locka he had built a self-contained city with a hotel, zoo park, golf course, archery club, swimming pool, airport, and train station.

The September 1926 hurricane badly damaged the City, destroying many of the structures, but the surviving Moorish style buildings continue to give Opa-locka its unique appearance. Opa-locka currently has twenty buildings listed on the National Register of Historic Places.

The U.S. Navy opened a base at the Opa-locka Airport shortly after the hurricane which allowed the City to thrive after the hurricane but the base closed in the 1950s. The City experienced a decline, and was labeled a “struggling community” in South Florida.

Despite the challenges, the City has regained the spirit it was founded with in 1926. Under the direction of Mayor Myra L. Taylor, city officials have vowed to turn the city around by focusing on crime prevention, cleaning up the city and maintaining financial stability.

This drive has generated an increased sense of community, pride among Opa-locka residents and a major drop in crime. In keeping with that vow and to advance community pride, the city became the first community in the United States to commemorate the first African-American President of the United States by renaming a mile-long section of Perviz Avenue from Oriental Boulevard to Ali-Baba Avenue, Barack Obama Avenue on February 17, 2009.

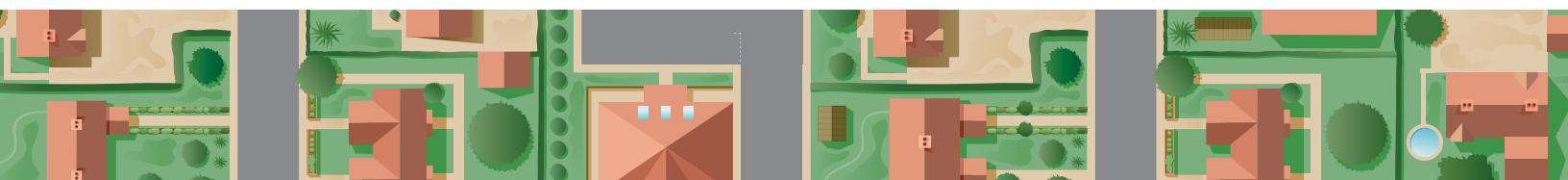
In addition to the unique buildings, Opa-locka has a large general aviation airport, three parks, two lakes and a railroad station which is currently the tri-rail station. The City is comprised of a mixture of residential, commercial and industrial zones. Despite its limited resources, the City was the backdrop for the making of movies such as Texas Justice, Bad Boyz II and 2 Fast 2 Furious.

Boundaries

Opa-locka is an urban community occupying 4.2 square miles in the North-Western area of Miami-Dade County, Florida. The city boundaries are as follows: on the North-NW 151st Street, on the South - N.W. 125th Street, on the East - NW 45th Avenue on the West. On May 14, 1926, Opa-locka was chartered as a town by twenty-eight registered voters.



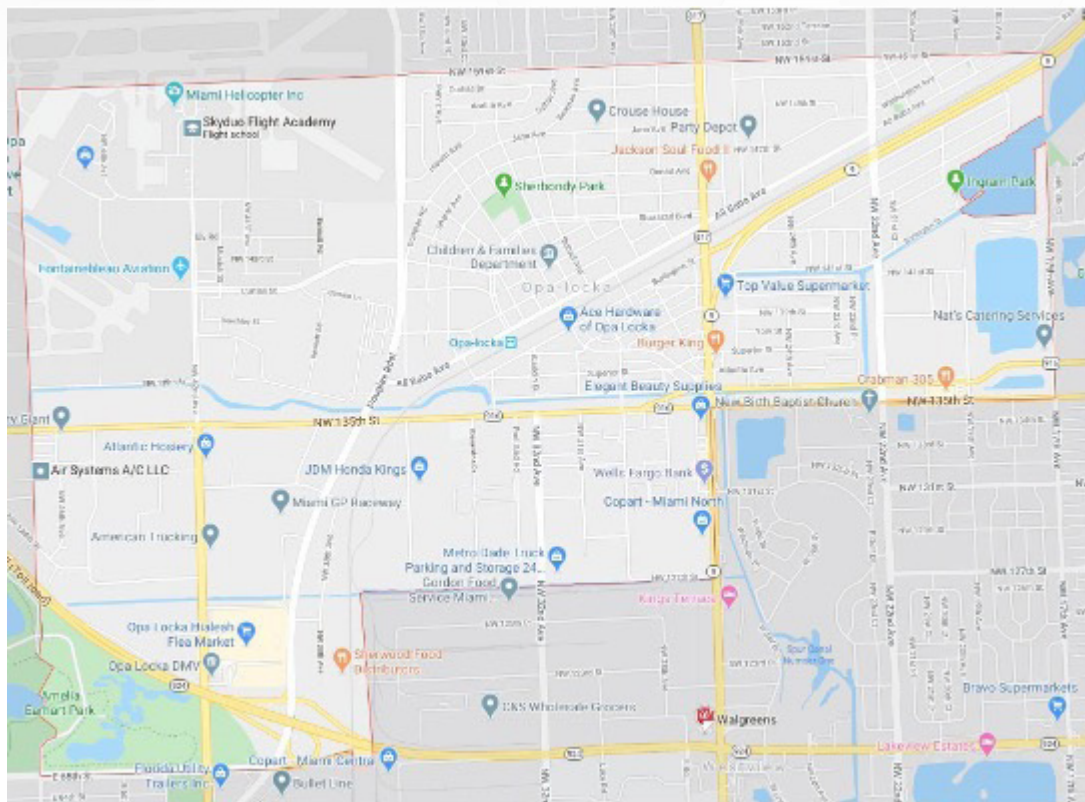
SITUATION ANALYSIS





THE MARKET

For the purpose of this marketing plan, the City of Opa-locka is an urban community occupying 4.2 square miles in the North-Western area of Miami-Dade County, Florida. The city boundaries are as follows: on the North-NW 151st Street, on the South - N.W. 125th Street, on the East – NW 45th Avenue on the West.





MARKET ASSESSMENT

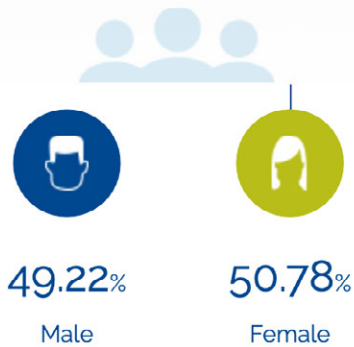
The market assessment examines the existing conditions and market opportunities. It identifies the demographic, real estate, economic conditions, and industry characteristics within the City of Opa-locka.

People

The total population of Opa-locka is 15,769. The median age is 36.84

15,769

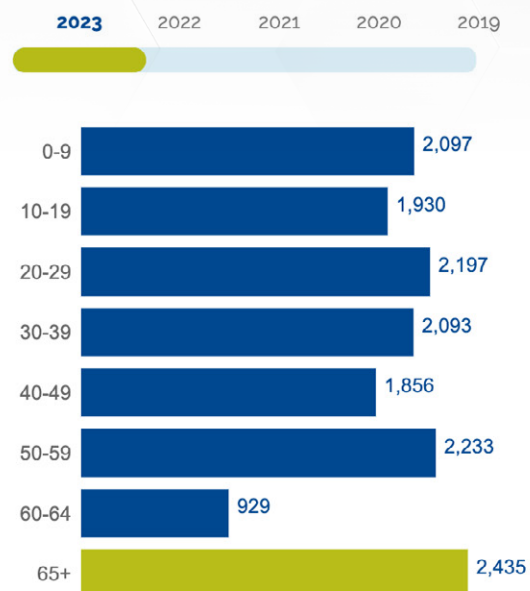
Total Population



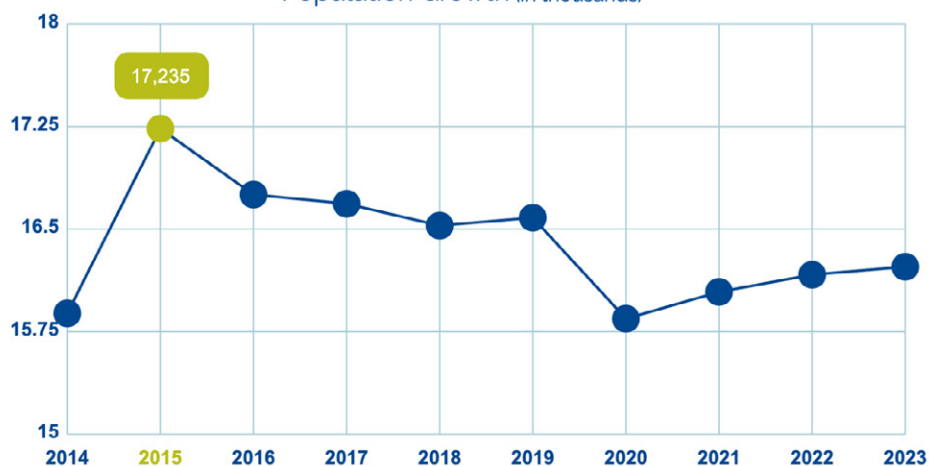
Median Age

37

Age Distribution



Population Growth (in thousands)





Income and Spending

Households in Opa-locka earn a median yearly income of \$35,942. 13.34% of the households earn more than the national average each year. Household expenditures average \$47,543 per year. The majority of earnings get spent on Shelter, Transportation, Food and Beverages, Health Care, and Utilities.

\$35,942

Median Household
Income

46% less than the county

49% less than the state

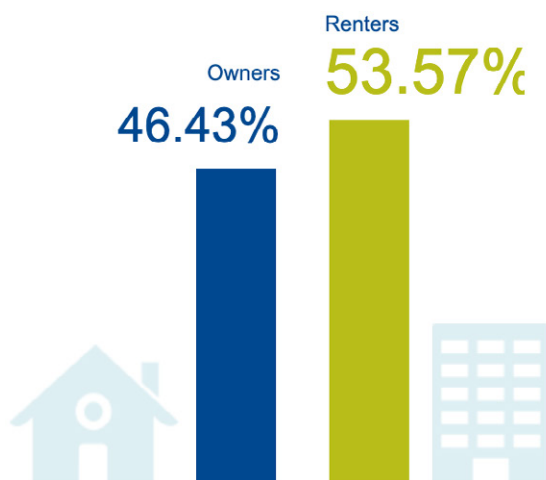
Income Distribution



Housing

There are 7% more households who rent their homes than there are homeowners.

Owners vs. Renters





Income and Spending

Households in Opa-locka earn a median yearly income of \$35,942. 13.34% of the households earn more than the national average each year. Household expenditures average \$47,543 per year. The majority of earnings get spent on Shelter, Transportation, Food and Beverages, Health Care, and Utilities.

\$35,942

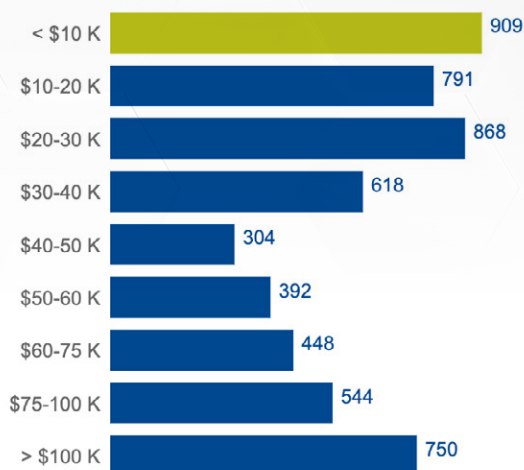
Median Household
Income

46% less than the county

49% less than the state

55% less than the nation

Income Distribution



How do people spend most of their money?

PER HOUSEHOLD



\$47,543

Median Household Expenditure



Businesses and Jobs

Opa-locka has a total of 1,533 businesses.

How many employees do businesses in Opa-locka have?



1-4 Employees	71.89%
5-9 Employees	15.33%
10-19 Employees	5.74%
20-49 Employees	3.78%
50-99 Employees	1.89%
100+ Employees	1.24%



Labor Force

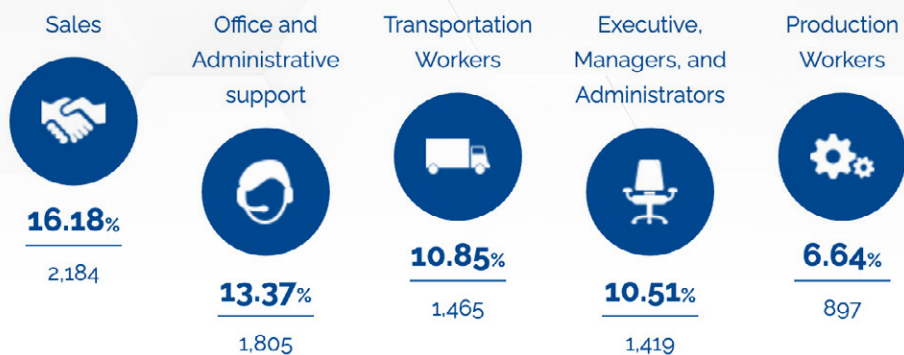
Opa-locka has a labor force of 7,170 people.

7,170

Labor Force

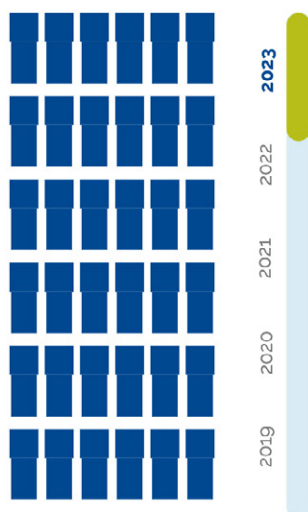
Talent

What are the largest job counts by occupation?



Total Employees

13,500



The work distribution of total employees in Opa-locka is:



Total Establishments

1,533



Educational Attainment

18.97% of the population in Opa-locka have an associate's degree or higher. 68.82% have a high school degree or higher.



< Grade 9
20.02%



Grade 9-12
11.18%



High School
38.29%



Some College
11.56%



Assoc Degree
8.43%



Bach Degree
8.01%



Grad Degree
2.53%



offer associate's Degree or Certificate



offer Bachelor's Degree or Higher

Taxes

Top State Corporate Income Tax

5.5%

Top State Corporate Capital Gains Tax

5.5%

Top State Personal Income Tax

0%

Top State Personal Capital Gains Tax

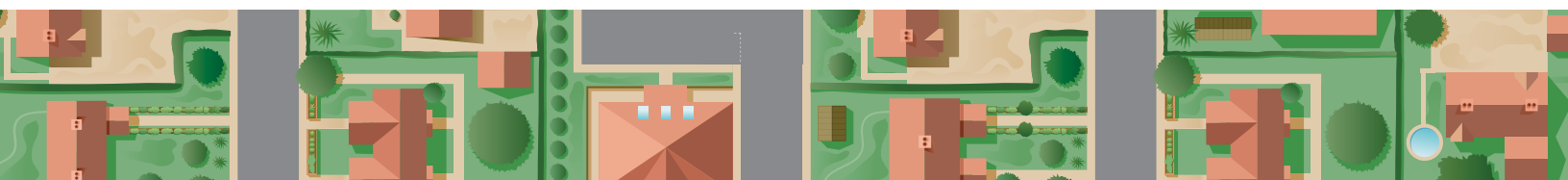
0%

State Sales Tax

6%



CAMPAIGN





CAMPAIGN

TARGET AUDIENCE

Community Residents in Opa-locka, Local & National Media, and identified community partners.

OBJECTIVE #1

- Develop a PR & Marketing Campaign to build the City of Opa-locka's brand awareness.
- Improve the public and private sector's perception of COL.

STRATEGY

- Work closely with COL Commission to build awareness and showcase COL's mission & goals, community engagement, and crisis management to the community and media.
- Utilize all local businesses, residents, local & national media, social media and website outlets to promote COL initiatives.

TACTICS

- Distribute On-Going Multilingual Press Releases
- On-Going Crisis Communication
- Distribute Multilingual Newsletters to Database
- Distribute Multilingual Code Red Calls
- Post Multilingual Messaging on Social Media Platform
- Utilize COL Events to build Brand Awareness
- Utilize Advertising Options to Build Awareness



EXPERIENCE & QUALIFICATIONS





Hip Rock Star has performed PR, Crisis Communications and Marketing Initiatives since 2007. We have successfully handled PR, Crisis Communication, and Marketing needs for public entities, government municipalities and businesses. Our stand out approach to ensuring our clients goals are reached and amplified are evident in receiving the Key to Miami and by receiving numerous awards. We have listed case studies for your review.

The project manager will be Jessica Garrett Modkins. She will attend meetings and respond to all telephone calls and respond to all specific inquiries. The Communications Manager, Brandace Dean will draft all Press Releases.





CASE STUDY



Roadmap to Success for Black-Owned Businesses

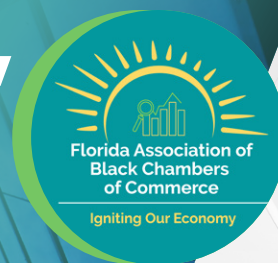


by
hiprockstar[®]



CASE STUDY

Roadmap to Success for Black-Owned Businesses



Roadmap to Success for Black-Owned Businesses

SUMMARY

In support of FPL's initiatives for building black-owned business success in Florida, Hip Rock Star spearheaded all marketing and communications efforts for the Roadmap to Success for Black-Owned Businesses project. Providing services to manage educational programming and workshop content, host, and webinar video creation.

TARGET AUDIENCE:

Florida Black-Owned Businesses

TARGET MARKETS AND COUNTIES:

- Brevard
- Broward
- Escambia
- Lee
- Miami-Dade
- Palm Beach

BLACK-OWNED BUSINESS EDUCATIONAL PROGRAMMING

Curate content for workshops with an emphasis on topics such as: 101 of starting a business, minority certification, business marketing, growth strategy development, procurement, writing an RFP, and access funding

1. Hosting of the workshops
2. Video creation for recorded webinars and in-person workshops: 5 total
3. Amplify local programs/workshops (within the six communities)
 - Includes research, sourcing, and target audience awareness of state, regional, and local black business educational programs in six markets



FOR IMMEDIATE RELEASE

Powering Florida's Black-Owned Businesses Educational Programming Hosts Webinar "Unlocking the Potential: Scaling Black-Owned Businesses for Success"

MIAMI, Fla. – November 15, 2023 – In a groundbreaking initiative, the Florida Association of Black Chambers of Commerce is set to elevate the trajectory of Black-owned businesses with their upcoming webinar, "Unlocking the Potential: Scaling Black-Owned Businesses for Success." Proudly sponsored by Florida Power & Light Company (FPL) BE PowerFL Powering Florida, this webinar promises to unravel the keys to unlocking the full potential of Black-owned businesses, propelling them toward unprecedented heights of success.

From ideation to execution, this immersive webinar features a distinguished panel of expert speakers who will guide attendees through the entire business growth process. The esteemed moderator, Jessica Garrett Modkins, President of Hip Rock Star Advertising, will skillfully navigate panel discussions and engaging Q&A sessions, ensuring a dynamic and insightful experience for participants.

Webinar Speakers:

- Moderator: Jessica Garrett Modkins, President, Hip Rock Star Advertising
- Panelist: Howard Bush, Executive Managing Director, Act 3 Consulting

Topics to be Covered:

- **Recognizing Unique Challenges:** This segment will illuminate the specific challenges faced by Black-owned businesses, shedding light on the roadblocks that may impede their growth potential.
- **Strategic Planning:** The webinar will delve into the critical importance of strategic planning, revealing how a well-thought-out approach can revolutionize the journey toward sustainable growth.
- **Building a Strong Foundation:** Explore the fundamental elements of a robust business foundation, including organizational structures and financial management, essential for fostering resilience and expansion.
- **Commitment to Support Mechanisms:** Success rarely occurs in isolation. The webinar will underscore the significance of committing to various support systems, such as mentorship, networking, and continuous learning, to navigate the complexities of entrepreneurship.
- **Powering Florida's Black-Owned Businesses** is committed to delivering more than just a webinar—it's an investment in the future of Black-owned businesses. Dedicated to providing practical training, tools, and insights, this webinar aims to empower Black-owned businesses and entrepreneurs, arming them with the information needed to accelerate growth and success.



Our speakers will share their experiences and suggestions for success through dynamic panel discussions and interactive Q&A sessions, ensuring participants leave with actionable strategies to advance their businesses.

About Florida Association of Black Chambers of Commerce

The Florida Association of Black Chambers of Commerce is focused on having an equitable business ecosystem in the State of Florida, where all, even the most vulnerable, businesses can thrive and the organizations that support them have the necessary resources to help them grow. The mission is to improve entrepreneurial opportunities and economic conditions for our member chambers, affiliates, and the communities that they serve through advocacy, chamber development, and building partnerships to expand networks and resources.

About Florida Power & Light Company

As America's largest electric utility, Florida Power & Light Company serves more customers and sells more power than any other utility, providing clean, affordable, reliable electricity to approximately 5.8 million accounts, or more than 12 million people. FPL operates one of the cleanest power generation fleets in the U.S. and in 2021 won the ReliabilityOne® National Reliability Award for the sixth time in the last seven years. The company received the top ranking in the southern U.S. among large electric providers, according to J.D. Power's 2021 Electric Utility Residential Customer Satisfaction StudySM and 2021 Electric Utility Business Customer Satisfaction StudySM. The company was also recognized in 2020 as one of the most trusted U.S. electric utilities by Escalent for the seventh consecutive year. FPL is a subsidiary of Juno Beach, Florida-based NextEra Energy, Inc. (NYSE: NEE), a clean energy company widely recognized for its efforts in sustainability, corporate responsibility, ethics and compliance, and diversity. NextEra Energy is ranked No. 1 in the electric and gas utilities industry in Fortune's 2022 list of "World's Most Admired Companies" and recognized on Fortune's 2021 list of companies that "Change the World." NextEra Energy is also the parent company of NextEra Energy Resources, LLC, which, together with its affiliated entities, is the world's largest generator of renewable energy from the wind and sun and a world leader in battery storage. For more information about NextEra Energy companies, visit these websites: www.NextEraEnergy.com, www.FPL.com, www.NextEraEnergyResources.com.

###





Florida Association of Black Chambers of Commerce
Igniting Our Economy

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS:

Scaling Businesses for Success

THURSDAY, NOVEMBER 30, 2023 • 12:30–1:30 P.M.

floridablackchambers.com

Event View Report

by **hiprockstar**

MODERATOR



JESSICA GARRETT MODKINS
PRESIDENT
HIP ROCK STAR
ADVERTISING

PANELIST



HOWARD BUSH
EXECUTIVE MANAGING
DIRECTOR
ACT 3 CONSULTING



Sponsored by



Powering Florida's Black Businesses

5

Views

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS:

Scaling Businesses for Success

THURSDAY, NOVEMBER 30, 2023 • 12:30–1:30 P.M.



Scaling Businesses for Success

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS:

floridablackchambers.com

JESSICA GARRETT MODKINS MODERATOR
PRESIDENT
HIP ROCK STAR ADVERTISING

HOWARD BUSH PANELIST
EXECUTIVE MANAGING DIRECTOR
ACT 3 CONSULTING

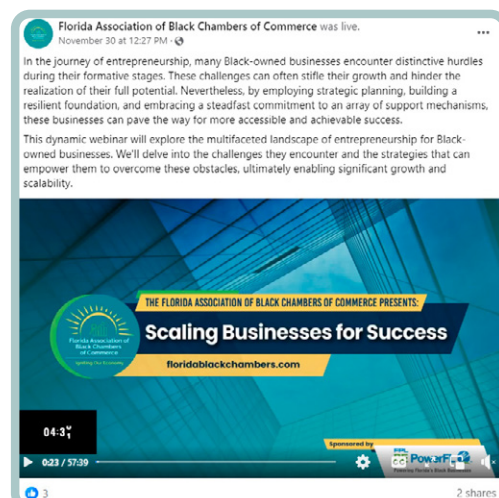
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Unlocking the Potential: Scaling Black-Owned Businesses for Success

Hip Rock Star
2.79K subscribers

1.3K views · Streamed 6 days ago

Event Overview



Florida Association of Black Chambers of Commerce was live.
November 30 at 12:27 PM · 🌐

In the journey of entrepreneurship, many Black-owned businesses encounter distinctive hurdles during their formative stages. These challenges can often stifle their growth and hinder the realization of their full potential. Nevertheless, by employing strategic planning, building a resilient foundation, and embracing a steadfast commitment to an array of support mechanisms, these businesses can pave the way for more accessible and achievable success.

This dynamic webinar will explore the multifaceted landscape of entrepreneurship for Black-owned businesses. We'll delve into the challenges they encounter and the strategies that can empower them to overcome these obstacles, ultimately enabling significant growth and scalability.

Scaling Businesses for Success

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS:

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2 shares



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Scaling Businesses for Success

THURSDAY, NOVEMBER 30, 2023 • 12:30–1:30 P.M.

Paid Ads

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS

Scaling Businesses for Success

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Powering Florida's Black Businesses

SPEAKER:
Howard Bush
Executive Managing Director
ACT 3 CONSULTING

MODERATOR:
Jessica Garrett Modkins
President
HIP ROCK STAR ADVERTISING

TOPICS THAT WILL BE COVERED:

- Recognizing Unique Challenges
- Strategic Planning
- Building a Strong Foundation
- Commitment to Support Mechanisms

THURSDAY, NOVEMBER 30, 2023
12:30–1:30 P.M.

floridablackchambers.com

Logos for sponsors: Miami County, MD CC, Jacksonville County, FPL, M, Florida Department of Transportation, Florida Chamber of Commerce, and others.

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5

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS:

Scaling Businesses for Success

THURSDAY, NOVEMBER 30, 2023 • 12:30–1:30 P.M.

Attendee Feedback

Howard Bush shared profound insights into the unique challenges faced by Black-owned businesses and, more importantly, strategic solutions for overcoming these hurdles. The exploration of the multifaceted landscape of entrepreneurship, coupled with real-world examples and actionable strategies, made this webinar incredibly valuable. Howard Bush's expertise shone through as he navigated the complexities of scaling businesses, offering practical tips and highlighting the importance of a resilient foundation.



POWERING FLORIDA'S BLACK-OWNED BUSINESSES EDUCATIONAL PROGRAMMING

MIAMI EVENT – PS SOCIAL IN-PERSON EVENT

Sponsored by

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Powering Florida's Black Businesses

THE FLORIDA ASSOCIATION OF BLACK CHAMBERS OF COMMERCE PRESENTS:
POWERING FLORIDA'S BLACK-OWNED BUSINESSES EDUCATIONAL PROGRAMMING

Black-Owned Businesses: Strategies for Secured Capital, Bank Financing, and Venture-Capital Funding Success

THURSDAY, NOVEMBER 9, 2023
5:30 PM–8:00 PM EST
PS SOCIAL // 51 NW 36TH ST, MIAMI, FL 33127

Join us for an empowering event designed to provide practical training, tools, and insights to help Black-owned businesses and entrepreneurs strengthen, develop, grow, and succeed.

SPEAKERS:
Barrington Edie CDFI Loan Program Specialist, Community Fund of North Miami Dade (CDFI)
Michael John A. Green Chief of Economic Development & Strategy, Miami Downtown Development Authority (DDA)
Isabel Halliday Sr. Business Consultant, Chase for Business
Brenda Morrison Open for Business Associate, The Miami Foundation
Myrlande "Lander" Simeon South Florida Regional Director, BBIF
Deion Turner Founder and Managing Partner, Seven Hills Venture Capital

REGISTER HERE

Sponsored by
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Powering Florida's Black Businesses

Logos: Florida Association of Black Chambers of Commerce, FPL BE PowerFL, and various partner logos including Miami Dade County, Miami City Commission, and others.





Event Video



Attendee Feedback

Dashboard

Tickets Sold
72/100
0 paid • 72 free

**Physical
Attendees:
53 Total**

The event at PS Social was not only informative but also provided an invaluable networking opportunity. The speakers shared practical strategies for accessing capital and navigating banking services, shedding light on crucial steps for establishing successful banking relationships. The event's unique feature, the Lender/Venture-Capital Speed Dating and Networking Workshop, was a fantastic way to connect with professionals and potential partners.

The seminar effectively addressed the challenges Black-owned businesses face in securing capital and provided insights into the myriad funding opportunities available—from venture capital firms to government programs. The dedication to empowering entrepreneurs with practical tools and knowledge was evident throughout the event.

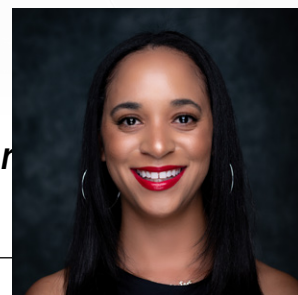


The Proposed Account Team



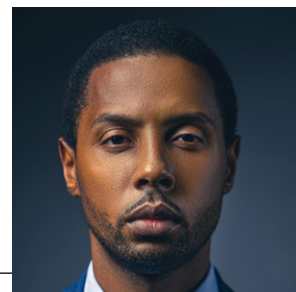
Jessica Garrett-Modkins
Hip Rock Star President and Founder

Brandace Dean
Hip Rock Star Communication Director



Chadz Glenn
Hip Rock Star Creative Director

Joe Wesley
Hip Rock Star Director of Photography





Account Team Overview

JESSICA GARRETT MODKINS
President / Project Manager

100% OF TIME

PROFESSIONAL EXPERIENCE

June 2004 – Present | Hip Rock Star Agency
President

- Develop, manage & execute marketing/communication plans, and social media plans.
- Create consistent brand communication messaging to external audiences as well as internal audiences.
- Strategically identify unmet consumer needs and develop out of the box marketing programs, communication programs, and events to address those needs.
- Align marketing activities to ensure concise information is disseminated to consumers from a variety of media.
- Successfully positioned Thomas Nelson Publishing's book launches which yielded a 75% increase in media impressions.
- Developed and managed corporate events with budgets of \$500K to provide a memorable brand experience for attendees.

June 1998 – May 2004 | Insights Marketing
Director of Marketing

- Developed national brand strategies, communication plans, and marketing plans for Fortune 100 companies as well as maintained a budget of over \$2.0 million.
- National project management for the 15-state marketing product launch.
- Worked closely with client brand management teams to develop budgets, communication plans, marketing plans, and strategies to reach brand objectives.
- Successfully managed the Crest White Strips promotion yielding a 2% increase in sales and a 30% coupon redemption rate.
- Clients: Procter & Gamble family of brands, Unilever, The Coca-Cola Company, Diageo family of brands, Verizon Wireless, Pepto-Bismol, Toyota, and Kellogg's.

EDUCATION

M.S., Integrated Marketing Communications, West Virginia University; Morgantown, WV B.A., Broadcast News, North Carolina A&T State University; Greensboro, NC

AWARDS

- | | |
|------|---|
| 2024 | Top 50 Women Leaders of Miami |
| 2024 | AT&T Florida Black History Honoree |
| 2024 | Woman's History Honoree Cox Media |
| 2023 | Top 50 Women Leaders of Miami |
| 2023 | Woman's History Honoree Cox Media |
| 2023 | Carrie Meek Grant Recipient |
| 2022 | Accenture Diverse Supplier Development Program Culture Champion Award |
| 2021 | APEX Media Grant Recipient |



Account Team Resumes (con't)

BRANDACE DEAN

Communications Manager

PROFESSIONAL EXPERIENCE

January 2018 – Present | Hip Rock Star Marketing Advertising and Communications
Communications Manager

- Works with marketing, strategy and digital marketing teams to develop and manage a content marketing program to help multiple businesses meet growth and revenue goals
- Researches, slates, writes, edits and produces a high volume of both digital and print marketing collateral and thought leadership materials for all business units with different goals, audiences, channels, etc., while leveraging and managing both in-house and external vendor resources
- Ensures team emulates the style, voice and tone overall in all written communications
- Establishes, manages and maintains excellent contacts with internal and external key stakeholders

June 2015 – Present | ACAMS: Association of Certified Anti-Money Laundering Specialists
Senior Communications Specialist/Senior Copywriter, Conferences & Training

- Acts as internal subject matter expert, generating written program agendas and marketing copy for executive-level international conferences, training seminars and webinars, and website copy. Creates, edits and approves event-marketing collateral.
- Conducts telephone and in-person research to spot market trends and translate that information into detailed written event agendas. Identifies, invites and confirms executive-level national and international speakers. Works closely with speakers to help guide the content of their presentations.

October 2013 – June 2015 | Intermedix Corporation
Marketing Communications Specialist

- Strategically developed internal and external communications including corporate messages, special projects, companywide initiatives, communication action plans, promotional materials, sales presentations, social media posts, website content, blog posts, proposals and newsletters.
- Spearheaded and managed all corporate responsibility initiatives including sustainability, diversity and inclusion, civic engagement and community investment.
- Coordinated, planned, organized, executed and managed events including company conferences, tradeshows, customer and partner events, industry events, sales training sessions, local sales events and other corporate events.

January 2008 – January 2011 | United States House of Representatives, United States Member of Congress
Senior Press Secretary

- Developed and implemented press outreach strategy to create major impacts in new and traditional media.
- Wrote statements, speeches, press releases, House floor statements, op-ed articles, Congressional Records, formal letters of support, general letters to constituents and community on the Congressman's behalf.

EDUCATION

Bachelor of Arts, English, Journalism and Communications, Florida State University, Tallahassee, Florida



Account Team Resumes (con't)

CHADZ GLENN **Graphic Artist**

PROFESSIONAL EXPERIENCE

July 2009 – Present | Hip Rock Star
Art Director

- Manage branding initiatives for clients from ideation to concept for OOH, print advertisement, collateral materials, brochure design, give-a-ways, apparel design, and social media campaigns.
- Develop and Execute creative direction for all graphic design layout to showcase clients to potential their potential audience.
- Collaboratively work to integrate ideas across multiple channels to best represent the brand.

September 2011 – February 2015 | Atlanta Tribune
Art Director

- Formulate basic layout design and presentation approach, specify material details to include: style and size of type, photographs and graphics.
- Confer with production department to discuss requirements and presentation concepts, and coordinate creative activities.
- Manage projects, working within budget and scheduling requirements.

May 2006 – January 2010 | Arrow Records/Universal Records
Graphic Artist

- Promoted brand excellence through packaging, promotional and marketing material design which positioned the record label to obtaining major distribution through Universal Music Group.
- Design experience includes outdoor advertising, brochures, promotional items, exhibit displays and packaging; frequently designing from concept to completion.

EDUCATION

B.A., Environmental Design, Texas A&M; College Station, TX



SCHEDULE





PROGRAM COMPONENT	START DATE	TIME FRAME
Crisis Communications	Immediately	2.5 Hours
Marketing	Immediately	2.5 Hours
PR	Immediately	10 Hours
Social Media	Immediately	10 Hours
Graphic Art	Immediately	10 Hours
Partnership Development	Immediately	5 Hours



PRICING OF SERVICES





Monthly Services

40 Hours a Month
\$7,000



REFERENCES





1. Organization

City Of North Miami

776 NE 125 Street
North Miami, Florida 33161

Project Timing

2015 - On-Going

Responsibilities

Public Relations, Social Media, Event Promotions

Contact Person

Eunicia Baker
Senior Public Information Officer
786.910.1706
ebaker@northmiamifl.gov

2. Organization

SBC Community Development Corporation

11111 Pinkston Drive
Miami, Florida 33176

Project Timing

2014 - On-Going

Responsibilities

Public Relations, Social Media, Communications, Marketing, Event Management, Event Logistics, and Graphic Design

Contact Person

Mark Valentine
Executive Director
305.431.9667
mvalentine@sbccdc.com



3. Organization

Miami-Dade Chamber Of Commerce

100 South Biscayne Boulevard, 3rd Floor
Miami, Florida 33131

Project Timing

2015 - On-Going

Responsibilities

Public Relations, Social Media, Communications, Marketing, Event Management, Event Logistics, and Graphic Design

Contact Person

G. Eric Knowles
President
954.445.1226
eknowles@m-dcc.org

4. Organization

City of North Miami CRA

735 NE 125th Street
Suite 100
North Miami, Florida 33161

Project Timing

2023 - On-going

Responsibilities

Public Relations, Social Media Management, Branding, Graphic Design, Communications, Photography, and Marketing

Contact Person

Anna-Bo Emmanuel
Executive Director
305.895.9839
aemmanuel@northmiamifl.gov



5. Organization

City of Homestead CRA

212 Northwest 1st Avenue
Homestead, FL 33030

Project Timing

2020 - On-going

Responsibilities

Public Relations, Social Media Management, Branding, Graphic Design, Communications, Photography, Marketing, and Video Production

Contact Person

Kametra Driver
(305) 785-2390
KDriver@cityofhomestead.com

6. Organization

City of Homestead

100 Civic Court
Homestead, FL 33030

Project Timing

2022 - On-going

Responsibilities

Public Relations, Social Media Ad Development, Campaign Branding, Graphic Design, Advertisement Buys in Radio/Print, Photography, Marketing, Event Logistics/Management/Production and Video Production

Contact Person

Zackery Good
Assistant City Manager
Zgood@cityofhomestead.com
(786) 452-4241



ADDITIONAL FORMS





RFP NO. 24-0410100

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Hip Rock Star, LLC.

Address: 9100 S. Dadeland BLVD., #1500

City, State, Zip: Miami, FL, 33156 Phone/Fax: 305.744.5758

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 11/13/2013 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: N/A

5. Name and Title of Principal Officers

Date Elected:

Jessica Garrett Modkins, President 11/13/2013

6. The length of time in business: 11 years

7. The length of time (continuous) in business as a service organization in Florida:

11 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



Local Business Tax Receipt		Miami-Dade County, State of Florida		-THIS IS NOT A BILL - DO NOT PAY	
7169098		RECEIPT NO.		LBT EXPIRES SEPTEMBER 30, 2024 Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10	
BUSINESS NAME/LOCATION HIP ROCK STAR LLC 9100 S DADELAND BLVD STE 1500 MIAMI, FL 33156-7816		RENEWAL 7447785			
OWNER HIP ROCK STAR LLC, HIP ROCK STAR LLC		SEC. TYPE OF BUSINESS 212 CONSULTANT		PAYMENT RECEIVED BY TAX COLLECTOR 225.00 04/01/2024 INT-24-363462	
1					
This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.					
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.					
For more information, visit www.miamidade.gov/taxcollector					



RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee 7,000

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 16 DAY OF March, 2024

BID SUBMITTED BY:

Hip Rock Star
Company

305.744.5758
Telephone Number

Jessica Garrett Modkins
Name of Person Authorized to Submit
Bid

Fax Number


Signature

jgm@hiprockstar.com
Email Address

President
Title



hiprockstar®



RFP 24-0410100

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

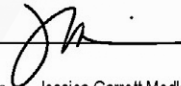
D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed



that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name Jessica Garrett Modkins



RFP 24-0410100

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Jessica Garrett Modkins the
(Name)
President of Hip Rock Star
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

March 15, 2024
Date


Signature



RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Managing Member
(Owner, Partner, Officer, Representative or Agent) of
- Hip Rock Star, LLC. the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed 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 Proposal 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 of interest, including this affiant.

Signed, sealed and delivered in the presence of:


Witness

Witness

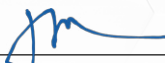
By: 
Signature

Jessica Garrett Modkins, Managing Member
Print Name and Title

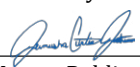


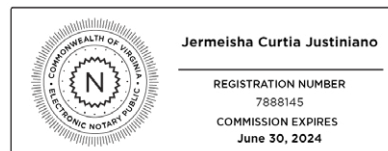
RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: 
Title: President

State of ~~Florida~~ ^{XXXXX} Virginia County of Chesterfield
The foregoing instrument was acknowledged before me via ☐ physical presence OR ☒ online
notarizations this 1st day of April, 2024.
By Jessica Garrett Modkins
Personally known _____ OR produced identification ☒


Notary Public
My Commission Expires 06/30/2024



Notarized remotely online using communication technology via Proof.



RFP 24-0410100
E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.



RFP 24-0410100
E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

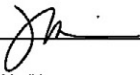
“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Hip Rock Star

Authorized Signature: 

Print Name: Jessica Garrett Modkins

Title: President

Date: March 15, 2024



THE WIGGINS AGENCY

8201 Peters Road, Suite 1000
Plantation, FL 33324
305-393-7720

Don Wiggins | April 9, 2024

RFP NO: 24-0410100 | Public Relations and Marketing Consultant

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LETTER OF TRANSMITTAL

April 9, 2024

City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Greetings,

I am delighted to present our proposal in response to the Request for Proposal (RFP NO. 24-0410100) for the City of Opa-Locka Public Relations and Marketing Consultant position. As the CEO of The Wiggins Agency, I am keenly aware of the importance of this opportunity and the weight of the responsibility it carries. Our extensive experience and proven track record in the field of public relations and marketing make us the ideal partner for the City of Opa-Locka.

Our understanding of the purpose and scope of work outlined in the RFP is clear. The City of Opa-Locka seeks a professional, full-service Public Relations & Marketing firm to enhance awareness of the City's mission and goals, inform the community about ongoing projects, garner public support for initiatives, and effectively manage potential issues. We acknowledge the importance of demonstrating competence and experience in various areas, including crisis management, branding, event planning, communication, and consensus-building among diverse stakeholders.

In response to the specific tasks outlined in the RFP, we are fully equipped to:

- Create a distinctive identity for the City of Opa-Locka that resonates with its community.
- Develop a comprehensive public relations plan tailored to the City's needs and objectives.
- Review and update the City's web and social media strategies to maximize outreach and engagement.
- Provide direction and support during crises, ensuring effective communication with stakeholders.
- Enhance perceptions of the City among public and private sectors through strategic messaging and outreach.

- Advise on media and public relations strategies to address potential changes to the City's physical and social landscape.
- Establish and maintain a diverse media distribution list and media contacts on behalf of the City.
- Facilitate effective communication between the City and its stakeholders through various channels.
- Design eye-catching flyers for City events and functions, contributing to successful event planning and promotion.

We are confident in our ability to meet and exceed the expectations outlined in the RFP. Our team is dedicated to delivering innovative solutions that align with the City's goals and priorities.

Please find below the names of the individuals authorized to make representations for The Wiggins Agency, along with their titles, addresses, and telephone numbers:

1. Don Wiggins
CEO
The Wiggins Agency
8201 Peters Road, Suite 1000, Plantation, FL 33324
305-393-7720
2. Fredrick Custard
Director
The Wiggins Agency
8201 Peters Road, Suite 1000, Plantation, FL 33324
305-713-4243

We are deeply grateful for the opportunity to be considered for this critical project. We are excited about the prospect of contributing to the success of the City of Opa-Locka and look forward to the possibility of working together.

Sincerely,



Don Wiggins
CEO, The Wiggins Agency

GENERAL INFORMATION

- **Name of Business**
 - The Wiggins Agency
- **Mailing Address and Phone Number**
 - 8201 Peters Road, Suite 1000, Plantation, FL 33324
 - 305-393-7720
- **Names and contact information of persons to be contacted for information or services if different from the name of the person in charge.**
 - Fredrick Custard | fredrick@thewigginsagency.com
 - Jaime Davis | jaime@thewigginsagency.com
- **Normal business hours**
 - M-F | 9-5 pm
- **State if the business is local, national, or international and indicate its legal status (corporation, partnership, etc.).**
 - National | Limited Liability Company
- **Give the date the business was organized and/or incorporated and where**
 - 08/18/2014
 - Florida
- **Give the location of the office from which the work is to be done and the number of professional staff employees at that office.**
 - 8201 Peters Road, Suite 1000, Plantation, FL 33324
 - Most work will be completed remotely by hired staff.
- **Indicate whether the business is a parent or subsidiary in a group of firms/agencies.**
 - The business is not in a group of firms/agencies.

- **State if the business is licensed, permitted, and/or certified to do business in the State of Florida.**
 - Yes, The Wiggins Agency is permitted to do business in Florida.
 - [10/05/2017 -- LC Amendment](#)
 - [08/19/2014 -- Florida Limited Liability](#)

PROJECT APPROACH

The Wiggins Agency is pleased to present our comprehensive proposal for providing public relations and marketing services to meet the needs of the City of Opa-Locka. Our plan is designed to increase awareness of the City's mission and goals, inform the community about ongoing projects, garner public support for initiatives, and effectively manage potential issues, as outlined in the Purpose and Scope of Work. Our team is committed to delivering innovative solutions that align with the City's objectives and priorities.

Project Goals:

- Conduct market research and analysis to identify the target audience and develop key messages.
- Develop a comprehensive PR strategy that includes media outreach, content development, and events.
- Implement PR tactics, including press releases, media pitches, and more.
- Develop and implement community outreach initiatives, such as events and partnerships.
- Develop and maintain the City of Opa-Locka's website, including design, development, content creation, and regular updates.
- Develop and execute a social media strategy across various platforms.
- Monitor and manage social media accounts to engage with followers and respond to inquiries.
- Create and publish engaging content, including blog posts, videos, and graphics.
- Conduct regular analysis and reporting on social media metrics and website traffic.
- Conduct a brand audit and develop a comprehensive brand strategy that aligns with the City's mission and goals.
- Implement the brand identity across various touchpoints, such as social media, website, and marketing materials.
- Develop a content strategy for monthly newsletters.
- Create and design the newsletters, including developing engaging copy and visuals.
- Send the newsletters to the targeted audience and track metrics.
- Develop a strategy for building out the community outreach database.
- Conduct research to identify potential contacts and partners.
- Create and maintain a database of community contacts and partners.

- Develop a strategy for planning and managing events.
- Develop and execute marketing materials and promotional campaigns to drive attendance.
- Conduct post-event analysis and reporting on metrics.

Monthly Services Overview:

1. Public Relations Strategy Development (Est. 10 hours/month):

- a. Conduct research and analysis to understand the City's target audience, goals, and challenges.
- b. Develop a tailored public relations strategy outlining key messaging, tactics, and channels to achieve desired outcomes.
- c. Present strategy recommendations to City stakeholders for feedback and approval.

2. Media Relations and Outreach (Est. 15 hours/month):

- a. Cultivate and maintain relationships with local, regional, and national media outlets.
- b. Draft press releases, media pitches, and story angles to promote City initiatives, events, and achievements.
- c. Monitor media coverage and provide regular reports to City officials.

3. Social Media Management (Est. 20 hours/month):

- a. Develop and curate engaging content for the City's social media platforms, including Facebook, X (Twitter), Instagram, and LinkedIn.
- b. Implement a content calendar to ensure consistent posting and engagement.
- c. Monitor social media channels for community feedback and respond promptly to inquiries and comments.

4. Website Maintenance and Updates (Est. 10 hours/month):

- a. Review and update the City's website content to ensure accuracy and relevance.
- b. Optimize website design and functionality to enhance user experience and accessibility.
- c. Implement SEO best practices to improve search engine rankings and drive traffic to the website.

5. Event Planning and Promotion (Est. 15 hours/month):

- a. Assist with planning and coordinating City events, including logistics, vendor management, and promotion.

- b. Design promotional materials such as flyers, posters, and digital graphics to market events to the community.
- c. Coordinate media coverage and outreach to maximize event attendance and visibility.

6. Crisis Communication Support (As needed):

- a. Develop a crisis communication plan outlining protocols and messaging strategies for addressing potential issues or emergencies.
- b. Provide 24/7 support and guidance to City officials during crises, including media relations and stakeholder communications.

Anticipated Work Products:

- Monthly Public Relations Strategy Reports outlining objectives, key activities, and performance metrics.
- Press releases and media pitches distributed to relevant media outlets.
- Social media content calendars with scheduled posts and engagement metrics.
- Website update logs documenting changes and improvements.
- Event promotion materials, including flyers, posters, and digital graphics.
- Crisis communication plans and protocols.

Conclusion:

The Wiggins Agency is committed to delivering high-quality public relations and marketing services to support the City of Opa-Locka in achieving its goals. Our team is dedicated to building strong relationships with City stakeholders, generating positive media coverage, and enhancing community engagement. Our comprehensive plan will effectively meet the needs outlined in the Purpose and Scope of Work and contribute to the success of the City's initiatives.

EXPERIENCE AND QUALIFICATIONS

1. **Extensive Experience and Expertise:** The Wiggins Agency has over ten years of experience in providing public relations and marketing services to a diverse range of clients, including governmental agencies, non-profit organizations, and private firms. Our team members possess expertise in various areas, such as crisis management, branding, message development, event planning, and social media management.
2. **Established Reputation:** We have built a solid public relations and marketing reputation, particularly with governmental clients. Our track record of delivering high-quality services and achieving measurable results has earned us the trust and confidence of our clients.
3. **Minimum of Five Years Consecutive Experience:** The Wiggins Agency meets the minimum requirement of five years of consecutive and successful experience in the areas mentioned in the scope of work. Our proven track record demonstrates our ability to effectively execute public relations and marketing campaigns over an extended period.
4. **Track Record with Governmental Agencies and Private Firms:** We have successfully provided public relations and marketing services to numerous governmental agencies and private firms. Some of our current and relevant projects include:
 - a. **Economic Development Division / Lauderdale Florida:** Developed and executed a comprehensive public awareness campaign to promote community events, initiatives, and services offered by the City of Lauderdale / Lauderdale CRA. (Marketing / Branding / Events / Videos/ Website/ Social Media)

THE CITY OF LAUDERHILL & THE LAUDERHILL CRA PRESENTS #LAUDERHILLLIVE

TICKETS START AT \$40

KIM WAYANS **KIM FIELDS** **KYM WHITLEY** **KIM COLES**

LAUDERHILL LIVE

THE KIMS OF COMEDY

TICKETS ONLY AT LAUDERHILLLIVE.COM

SATURDAY MAY 11, 2024



 **THE 3RD ANNUAL** **The Lauderhill CRA**

Beer-B-Q
on 38th Ave

Sept. 17, 2022
6 PM – 12 AM
1803 NW 38th Ave

FEATURING

 **DRU HILL**





SMALL BUSINESS CRA EXPO
and Pitch Competition

FREE Admission

VIP \$50
Cocktail and Network Reception

JUDGED BY
Daymond John

Wednesday, March 16th, 2022 1:30pm - 6pm
Lauderhill Performing Arts Center
3800 NW 11th Place, Lauderhill

Mix and Mingle | Panel Discussion | Networking

To get your tickets log on to
www.cralauderhillpitch.com

SCAN HERE FOR EVENTBRITE

For more information, please call 954-730-3041 or scan QR code.

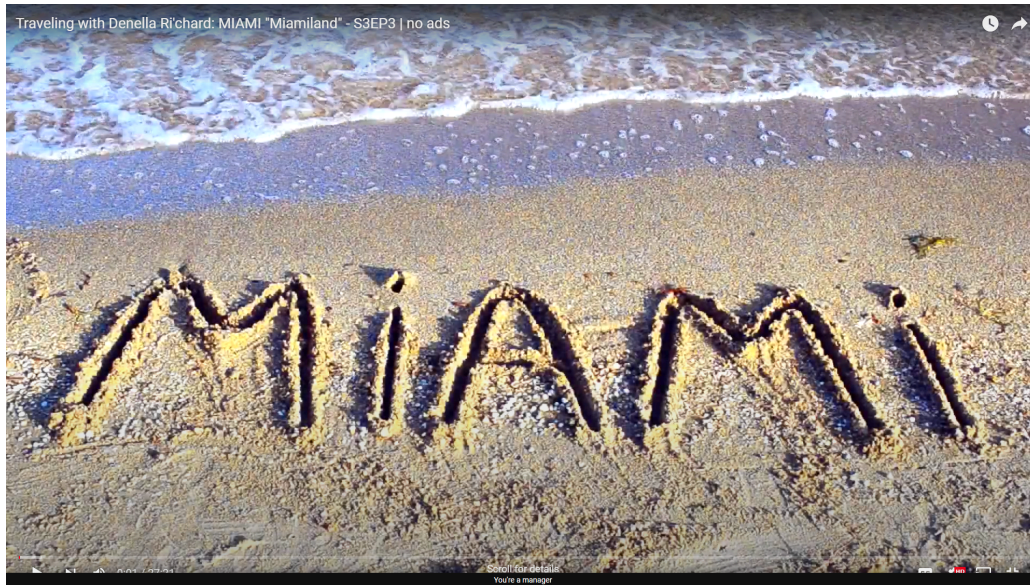
Logos: BROWARD, ICC, FPL, BillPay, SCORE, SFRPC, ADVANCE, Quantities Inc., FCP, PORCARO, Colliers, BODY REGENERATION

- b. **Deerfield Beach, Florida:** Developed and executed a comprehensive public awareness campaign to promote the city of Deerfield Beach. (Marketing / Economic Development / Videos)

Deerfield Beach, FL | Commissioner Bernie Parness



- c. **Greater Miami Convention and Visitor Bureau:** Assisted GMCVB in increasing market visibility and brand reputation for Tourism. (Dade County/ Miami/ Tourism/ Events) <https://youtu.be/g8DFxuolez8>



We are confident that our qualifications, experience, and track record make us the ideal partner to fulfill the requirements outlined in the RFP for the City of Opa-Locka. We look forward to the opportunity to demonstrate our capabilities and contribute to the success of the City's public relations and marketing efforts.



The Wiggins Agency LLC
HOT 105
Bahamas Tourism



Don Wiggins & Sandy McDonald



Bishop Henry Fernandez (The Faith Center)
Fresoc' y Mas
Sheirf Scott Israel

Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer.

- Don Wiggins

THE WIGGINS AGENCY

Don@thewigginsagency.com • 305.393.7720

EXPERIENCE

Owner & General Manager

2013 – present

The Wiggins Agency, Fort Lauderdale, Miami, FL

- Develop customer needs analysis with diverse clientele including small businesses, large corporations, non-profits, entertainment professionals, faith-based ministries, and politicians to create comprehensive marketing plans while executing strategies helping clients communicate their brand to diverse audiences through various mediums.....
- My Ultimate goal is to: Connect consumers with your business, dreams, organization, and your True life Purpose!
- Solicit new business, manage sales process, and maintain relationships with existing clientele, to coordinate full service marketing projects from pieces of collateral to full branding campaigns ranging from \$5,000 to \$1,000,000+ per project
- Book major artists to promote upcoming tours and events at major venues including the American-Airlines Arena, Bank United, University of Miami, and Miramar Cultural Center and Amphitheater, resulting in events with attendance ranging from 1,000 – 30, 000+ We know how to monetize events, so they are profitable.
- Supervise, train and coach staff, Like social media, graphic designers, photographers/videographers, developers, marketing reps, and account executives, to create and execute marketing collateral for integrated multi-media campaigns.
- Conduct market research, analyze customer needs and markets, write proposals, and negotiate the BEST media buys for a diverse clientele, to execute comprehensive marketing campaigns consisting of on-air, online, and on-location advertising.
- Maintain strong relationships with many accounts, simultaneously such as the Urban League of Broward County, The Faith Center, Henry Fernandez Ministries, Zoe Productions, Cumulus Media/Flint, Church of God Ministries Florida, the Junkanoo Carnival in the Bahamas, Miami Broward Carnival, the newly elected Mayor of Flint, Michigan, Dr. Karen Weaver, Supervisor of Elections for Broward County Dr. Brenda Snipes, Always Best Care Senior Services, Women of Color Empowerment Institute, SFL Caribbean Television, Jesus Team Ministries, Tina Teague State Farm Insurance Agency, Butterfly Records, The Movie “Jason’s Letter” Elegant Beauty & Barber Supply and various start-ups and turn-a-rounds to maximize ROI resulting in increased engagement evident by search engine results, website visits, and customer surveys. Our team of professionals know how to build your brand! WE GET RESULTS

General Sales Manager

2011 – 2013

iHeartRadio, Philadelphia, PA

- Hired, trained, and supervised 30 account executives to sell advertisements to businesses by running weekly sales meetings to monitor productivity and to develop sales strategies while meeting with clients to review goals and sales data resulting in generating more than \$50M+ in annual revenue, setting records for the fifth largest radio market in the country.
- Developed sponsorship-tier packages for fundraising events in collaboration with local businesses and organizations generating \$5M - \$10M per year in sales Nontraditional Revenue. Specialist in START-UPS and TURN-AROUNDS.
- Increased revenue by more than \$2M over the course of three years by developing innovative marketing and promotional strategies while setting competitive rates for commercial spots on-air and for online advertisements
- Oversaw sales presentation proposals and provided information about demographics and markets across six radio stations including Adult-Urban, Hip-Hop, Adult Contemporary, Classic Rock, and Jazz Stations..

General Sales Manager

2008 – 2011

iHeartRadio (formerly known as Clear Channel), from West Palm Beach, Miami, to the Keys Florida.

- Managed 15 account executives to sell advertisements on-air, online, and on-location for Miami’s urban radio station.
- “THE BEAT 103.5 FM generated more than \$10 million per year in revenue for the 12th largest market in the nation.
- Collaborated with leadership to assist in the launch of the iHeartRadio mobile app while generating phenomenal revenue, from advertisements, while forecasting revenues on monthly, quarterly, and annual basis with a margin of error less than 3%

ADDITIONAL

Relevant Experience:

- *General Sales Manager, Cumulus Broadcasting, Flint, MI; 2004 – 2008*
- *Sales Manager, Sinclair Broadcasting Group, Fox Television Network, Flint, MI; 2002 – 2004*
- *Sales Manager, NBC25, WEYI-TV, NBC Television Network, Flint, MI; 1995 – 2002*
- *Vice President, Leadership Flint, Flint, MI; 1991 – 1995*
- *Owner, WTLZ Urban Contemporary & WMDH Country Western, Saginaw, MI & Muncie, IN; 1988 – 1991*
- *Radio Announcer, WWWS, Saginaw, MI; 1969-1975 & KVOV Las Vegas 1975, WDZZ, Flint, MI; 1979-1981*

Community Involvement:

- *Board Member, National Urban League, Philadelphia, PA; 2011 – 2013*
- *Vice President of Membership, Genesee County Chamber of Commerce, Flint, MI; 2004 – 2008*
- *Board President, Harvest House Shelter, Flint, MI; 1991 – 1995*

Awards & Recognition:

- Key to the City of Flint (BUSINESS LEADERSHIP).
- One of approximately 10 African-American Radio Station Owners in America, 1988 – 1991

THE WIGGINS AGENCY

Don@thewigginsagency.com • 305.393.7720

- First African-American Radio Announcer to do a Telethon for 72 hours for Sickle Cell 1974

EDUCATION

Associates of Arts: Broadcasting – Delta College, MICHIGAN

UNLV - Las Vegas, NEVADA

The Mercy Center

Dale Carnegie Sells and Marketing

FredrickCustard



PROFESSIONAL PROFILE

Digital Marketing Specialist that is passionate about building productive relationships with clients, partners and team members. New customer acquisition expert who emphasizes a mix of online and offline marketing strategies.



c) 305 -713 - 4243



FREDRICK@FREWAYPRODUCTIONS.COM



WWW.FREWAYPRODUCTIONS.COM



Florida, United States

Education

ART AA // MAJOR
Tulsa Community College
2004-2008

WORK EXPERIENCE

DIGITAL MARKETING CONTRACTOR

The Wiggins Agency | Florida | 2017 – Present

- Plan, design, develop and execute web, SEO/SEM, email and social media campaigns according to the specific needs of the company
- Design and build company's social media presence through execution of well-placed strategies
- Develop and oversee implementation of design layouts of communications including presentations and newsletter
- Execute national digital programs and campaigns such as online advertising and website strategies
- Lead ongoing management if digital touchpoints and handle social media pages according to company policies

OWNER

Freway Productions | Oklahoma | 2014 – Present

Digital Marketing and Production agency assisting companies with their communication with their customers.

VIDEOGRAPHER/GRAPHIC DESIGNER

Aces High Studios | Oklahoma | 2010 – 2017

Works as part of the production team that creates video products.

JAIME DAVIS

@ Jaime.Davis@DesignDevelopNow.com

h (954) 864-8995

a 8560 NW 51st Street,
Lauderhill, FL 33351

PROFESSIONAL SUMMARY

Industrious and enthusiastic management professional offering 15+ years of successful technical and business development experience. Proven to consistently meet technical, business and consumer-driven objectives. Diplomatic in resolving internal and customer issues to maximize satisfaction.

SKILLS

- Consulting
- Program oversight
- Marketing Expertise
- Revenue Growth
- Client Relationship Development
- Strategic planning and execution
- Quality Management

EDUCATION

Broward College
Fort Lauderdale, FL
Computer Science

Piper High School
Sunrise, FL • 12/2005
High School Diploma

CERTIFICATIONS

- Microsoft Certified Professional

WORK HISTORY

Design Develop Now, Inc. - President
Fort Lauderdale, FL • 07/2017 - Current

- Oversea technical software development projects
- Directed successful SEO, SEM and organic traffic optimization strategies
- Manage Requirements gathering and Business Strategy Workshops
- Led Sales strategies and marketing implementations across internal teams
- End-to-end omni-channel technical marketing implementation
- Manage project deadlines and monitor milestones through completion stage.
- Relationship management across vendors, clients and partners.

Coloplast A/S (Comfort Medical) - Manager, IT Infrastructure
Coral Springs, FL • 01/2014 - 04/2018

- Implementation of ITIL processes and IT Resource Management Documentation across company resources
- Business & Technical Risk Assessment & Treatment handling
- Oversaw daily performance of computer systems and immediately responded to infrastructure issues to keep network up and running

- Microsoft Certified Technical Specialist

- Managed and motivated project teams to promote collaboration and keep members on-task and productive
- Maintained tactical control of project budgets and timelines to keep teams on-task and achieve schedule targets
- Performed detailed assessments of risks to determine constraints and develop mitigation strategies

Coloplast A/S (Comfort Medical) - Business Development Manager

Coral Springs, FL • 01/2010 - 12/2014

- Coordinated innovative strategies to accomplish objectives and boost long-term profitability
- Business Development and Training
- Orchestrated launch for Comfort Medical's own contract-manufactured catheter products to expand market share and generate revenue
- Coordinated 510k Acquisition and registration with FDA
- Sales and Digital Marketing Strategy Development
- Coaching, Training and Quality Management

SCHEDULE

Projected Project Timetable:

1. Month 1: Project Initiation (Weeks 1-4)

- a. Conduct a kick-off meeting with City officials to discuss project goals, objectives, and expectations.
- b. Gather necessary project materials, including branding guidelines, previous marketing materials, and communication plans.
- c. Assign project team members and establish communication channels.

2. Month 2: Research and Strategy Development

- a. Conduct research to understand the City's target audience, goals, and challenges.
- b. Develop a comprehensive public relations and marketing strategy, including key messaging, tactics, and channels.
- c. Present strategy recommendations to City stakeholders for feedback and approval.

3. Months 3-6: Implementation and Execution

- a. Execute the approved public relations and marketing strategy, including media outreach, social media management, website updates, and event planning.
- b. Monitor campaign performance and make adjustments as needed to optimize results.
- c. Provide regular progress updates to City officials and stakeholders.

4. Months 7-9: Ongoing Management and Optimization

- a. Continue to manage and optimize public relations and marketing efforts based on performance data and feedback.
- b. Conduct regular meetings with City officials to review progress, discuss upcoming initiatives, and address any challenges or concerns.
- c. Implement additional tactics and strategies as necessary to achieve project goals.

5. Months 10-11: Evaluation and Reporting

- a. Conduct a comprehensive campaign performance evaluation, including media coverage, social media engagement, website traffic, and event attendance.
- b. Prepare a detailed report outlining key findings, successes, challenges, and recommendations for future initiatives.
- c. Present the evaluation report to City officials and stakeholders for review and discussion.

6. Month 12: Project Wrap-Up and Transition

- a. Finalize any outstanding deliverables and ensure all project requirements have been met.
- b. Conduct a project wrap-up meeting with City officials to review project outcomes, gather feedback, and discuss next steps.
- c. Prepare for project transition, including handing off any ongoing responsibilities or materials to City staff.
- d. Provide a final project report summarizing the project's achievements and outcomes.

Project Start Date: Our project team's earliest available start date would be right after the signed contract.

Project Completion Date: Based on the timetable outlined above, the project completion date would be approximately one year from the project start date, with some flexibility built in to accommodate unforeseen circumstances or adjustments to the project timeline.

PRICING OF SERVICES

Public Relations and Outreach/Community Engagement: \$30,000

- This would cover market research and analysis, PR strategy development, PR tactics implementation, and community outreach initiatives.

Website and Social Media Management: \$50,000

- This would cover developing and maintaining a website for the Opa-Locka CRA, including design, development, content creation, and regular updates. It also covers developing and executing a social media strategy, creating engaging content, regularly monitoring and managing social media accounts, and regularly analyzing and reporting.

Brand Establishment and Promotion: \$20,000

- This would cover a brand audit and development of a comprehensive brand strategy, brand identity development, and brand implementation across various touchpoints (online, print, etc.).

Newsletter/Door-Hanger Creation: \$10,000

- This would cover developing a content strategy, creating and designing monthly newsletters or door hangers, and tracking metrics.

Assistance with Buildout of Community Outreach Database: \$5,000

- This would cover the development of a strategy for building out the community outreach database and research to identify potential contacts and partners.

Event Planning and Management: \$30,000

- This would cover coordinating logistics, developing, and executing marketing materials and promotional campaigns for several community events, as well as analyzing post-event metrics and reporting on them.

Public Relations and Outreach/Community Engagement: \$30,000

- Monthly Fee: $\$30,000 / 12 \text{ months} = \$2,500$ per month

Website and Social Media Management: \$50,000

- Monthly Fee: $\$50,000 / 12 \text{ months} = \$4,166.67$ per month

Brand Establishment and Promotion: \$20,000

- Monthly Fee: $\$20,000 / 12 \text{ months} = \$1,666.67$ per month

Newsletter/Door-Hanger Creation: \$10,000

- Monthly Fee: $\$10,000 / 12 \text{ months} = \833.33 per month

Assistance with Buildout of Community Outreach Database: \$5,000

- Monthly Fee: $\$5,000 / 12 \text{ months} = \416.67 per month

Event Planning and Management: \$30,000

- Monthly Fee: $\$30,000 / 12 \text{ months} = \$2,500$ per month

The total monthly fee for all services The Wiggins Agency provides for the City of Opa-Locka is approximately **\$12,083.34**.

Please note that the above cost breakdown is purely an estimate and may vary based on the specific needs and requirements of the City of Opa-Locka CRA program.

REFERENCES

Office of Economic & Small Business Development

- Sandy Michael McDonald
 - E-mail: smmcdonald@broward.org
 - O- 954-357-5615
 - C- 954-892-1234
 - Marketing Conferences and major events
 - 3 Years

Greater Miami Convention and Visitor Bureau

- Connie Kinnard
 - E-mail: Connie@GMCVB.Com
 - O- 305-539-3000
 - C- 305-539-3123
 - Dade County/ Miami/Tourism
 - 4 Years

Hardrock Hotel & Casino

- Osceola Group Marketing / Katie Knox
 - E-mail: kknox@osceolagroup.Com
 - O- 913-789-5036
 - C- 816-365-3999
 - Marketing / Branding / Tourism / Travelingwithdenella.com
 - 4 Years

Economic Development Division / Lauderdale, Florida

- Lahoma Scarlett
 - E-mail: lscarlette@lauderdale-fl.gov
 - O- 954-714-2175
 - Marketing / Branding / Events / Videos
 - 3 Years

Visit Lauderdale

- Stacy Ritter
 - Email: sritter@broward.org
 - O- 954-765-4466.
 - Marketing / Fort Lauderdale / Tourism

Bahamas Tourism Office

- Betty Bethal Moss / Anita Johnson-Patty
 - Email: Ajohnson@bahamas.com
 - O- 954-236-9292

- Economic Development/All The Island
- 8 Years

Deerfield Beach, Florida

- Commissioner Bernie Parness
 - Email: bparness2@aol.com
 - O- 954-870-0214
 - Marketing / Economic Development / Videos
 - 4 years

ADDITIONAL FORMS

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: The Wiggins Agency LLC

Address: 8201 Peters Road, Suite 1000, Plantation, FL 33324

City, State, Zip: Plantation, FL 33324 Phone/Fax: (305) 393-7720

2. Check One: Corporation () Partnership ☒ Individual ()

3. If Corporation, state:

Date of Incorporation: - State in which Incorporated: -

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: -

5. Name and Title of Principal Officers

Date Elected:

-

-

-

-

-

-

-

-

6. The length of time in business: 10 years7. The length of time (continuous) in business as a service organization in Florida:
10 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee	\$12,083.34
Alternate Plan Monthly Fixed Fee	(Optional)

SUBMITTED
THIS 9 DAY OF April, 2024

BID SUBMITTED BY:

<u>The Wiggins Agency LLC</u>	<u>(305) 393-7720</u>
Company	Telephone Number

Don Wiggins	-
Name of Person Authorized to Submit Bid	Fax Number

Signature	Email Address
CEO	don@thewigginsagency.com
Title	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Don Wiggins

Printed Name Don Wiggins

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Don Wiggins the
 _____ (Name)
CEO of The Wiggins Agency LLC
 _____ (Title/Position) _____ (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

April 9, 2024
 Date


 Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
- the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Fredrick Custard

Witness

Witness

By: 
Signature

Print Name and Title

RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: Director

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2024.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

RFP 24-0410100
E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: The Wiggins Agency LLC

Authorized Signature: 

Print Name: Don Wiggins

Title: CEO

Date: April 9, 2024

Proposal for City of Opa-locka Public Relations and Marketing Consultant

RFP NO: 24-2410100

April 10, 2024

**a5 Branding
& Digital**

**915 N. Franklin #912
Tampa, Florida 33602
Emerson Harris
464.600.2303
eharris@a5inc.com**

**John Harris
708.227.5313
jharris@a5inc.com**

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City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

April 8, 2024

Dear City of Opa-locka:

We at a5 Branding & Digital are pleased to submit this proposal to you for public relations and marketing consulting.

a5 is branding and digital firm with offices in Tampa, Florida and Chicago, Illinois. We have experience working with such Florida clients as Hillsborough County Public Schools, Great Explorations Children's Museum, Fifth Avenue South in Naples and Downtown Tampa Partnership.

We have the expertise and experience to provide the City of Opa-locka to create a "unique, memorable" identity for the City of Opa-locka. a5 has been helping communities across the country forge strong community identities for more than a decade, including Charlevoix (Michigan), Cuyahoga Falls (Ohio) and Woodstock, Niles, Richton Park and Barrington (Illinois), among others. Our efforts have led to stronger community identities, a deeper sense of community, enhanced economic development and increased tourism.

Our skill set is broad and deep, and we have worked in diverse communities and municipalities that boast significant history. Our focus is on creating healthy, sustainable communities through economic development, environmental effectiveness and social equity. We can help the City of Opa-locka increase awareness of the City leadership's vision and goals, including beautification, economic development, affordable housing, public safety, City Hall restoration and more.

We can help generate community support and understanding of the initiatives and programs, creating a stronger sense of community and enhancing economic development. And we can get "out front" of potential issues that may affect the City of Opa-locka.

From brand identity development to message development to event planning to crisis communications, a5 excels as working with government entities to build strong, healthy communities.

We are pleased to submit this proposal and look forward to the opportunity to work with you.

Sincerely,



John Harris
Principal
708.227.5313 mobile
jharris@a5inc.com

John Harris (Principal), Emerson Harris (Manager, Florida office) and Fletcher Martin (Principal) are authorized to make representations for a5 Branding & Digital. The Tampa office is located at 915 N. Franklin #912, Tampa, Florida 33602.

3. General Information

3.2.4.1

a5 Branding & Digital

3.2.4.2

1 N. LaSalle, 47th floor
Chicago, Illinois 60602

915 N. Franklin #912
Tampa, Florida 33602

3.2.4.3

a5 contacts are John Harris, Emerson Harris and Fletcher Martin for purposes of this proposal. Contact information for John Harris and Emerson Harris is on the cover.

Fletcher Martin, co-founder and partner, can be contacted at 312.953.7190 and fmartin@a5inc.com.

3.2.4.4

Normal business hours for a5 are 8:30am to 6pm ET Monday through Friday. As an agency, we work on behalf of our clients, so we often work evenings and weekends.

3.2.4.5

a5 works across the country. We have clients in Tampa, Florida; Boston, Massachusetts; Charlevoix, Michigan; Chicago, Illinois; and Huntsville, Alabama.

3.2.4.6

The business was incorporated in 2001 in the State of Illinois.

3.2.4.7

The City of Opa-locka work would be accomplished via the Tampa, Florida office and the Chicago, Illinois office. We are building an office and presence in Florida and will be highly engaged and responsive.

3.2.4.8

a5 is not a subsidiary of another company.

3.2.4.9

a5 has worked in Florida for about 20 years in Naples, Lakeland, St. Petersburg and Tampa. In 2019, our Florida director retired, and when the pandemic hit in 2020 we did not fill the position. We recently re-opened the Florida office with Emerson Harris leading the effort.

4. Project Approach

The City of Opa-locka leadership is looking to improve the perception of the community and encourage people to live and start businesses in the community of 16,000.

With its rich history and unique architectural tradition, Opa-locka has character not found in many other communities. It also boasts an outstanding location near Miami, terrific weather, quality schools, a diverse population and more.

City leadership has developed a number of priorities, including beautification, preservation and public safety. Economic development, affordable housing and the development and publicity of new programs and services are also keys to future success. a5 offers deep experience in framing and communicating these areas, with a special emphasis on public safety, economic development and affordable housing. (We work on affordable housing initiatives through two housing authorities and the Oak Park Homelessness Coalition, and have helped gain public approval of developments.)

Opa-locka may have challenges yet has assets other communities do not. The brand and story need to be developed to “control the narrative” and enable the City to tell its story.

a5 specializes in crafting and telling community stories that move the meter. Working with the City of Opa-locka, we would help build a stronger sense of community. We would encourage residents to look at moving to Opa-locka. We would encourage people to visit the city, which contributes to economic development. And we would work with the City to promote economic development by retaining and attracting new businesses.

Working with the City of Opa-locka, a5 would:

- Create a unique and memorable identity for the City of Opa-locka
- Develop a comprehensive public relations plan
- Review and update the City’s web and social media strategies
- Create a slogan/tagline as appropriate (per the Addendum, a new logo has recently been created)
- Improve the public and private sector perception of the City
- Direct the City when it faces a crisis situation
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City’s physical and social fabric
- Develop and maintain a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Ensure effective communications between the City and stakeholders of the community
- Create/design flyers for City events and functions
- Assist City with planning major events, including a relaunched Arabian Nights Festival

At a5, we tailor our work style to your culture. We would work collaboratively with you to best determine the approach to building and maintaining an effective relationship. That said, we generally begin engagements with a kickoff meeting between your team and ours. The a5 team would consist of Emerson Harris (local presence), John Harris (principal), Fletch Martin (principal) and a graphic designer. During this meeting, we would discuss goals, audiences, competition and the scope of our engagement. Budget and timelines would also be discussed, and a meeting cadence and structure would be established for effective ongoing communication.

We would develop a detailed work plan to ensure we start quickly and maintain an effective pace and schedule. Depending on the meeting schedule cadence, we will provide regular updates on progress and next steps always with a focus on meeting deadlines and doing “A” work.

Following the kickoff meeting, we would conduct primary and secondary research on Opa-locka. We would work with you to organize a driving and walking tour of the city, then conduct one-on-one interviews and small group meetings with community stakeholders. The exact scope will be mutually determined. This process is designed to get to know the community—both people and place—and build relationships.

4. Project Approach

Based on the RFP, our engagement would broadly fall into these categories:

Branding

While a new city logo is no longer part of the RFP (per Addendum 1), a5 is proficient at building strong, enduring brands that invite people to live, work and invest in communities.

This would include a tagline, key messages, audiences and “look and feel” to create a clear, concise, consistent and compelling brand story. The aim: to connect with key audiences over the short and long term so people want to live in Opa-locka and open/locate businesses in the community.

Our approach would begin by understanding the current situation vis a vis the new logo. If needed, we would develop the messaging and then create a brand standards manual so all city departments can implement the brand consistently and easily.

To develop a tagline/slogan, a5 would work with the City of Opa-locka team to determine the best approach to creating a tagline/slogan. Normally, we determine key messages, then develop tagline options and organize them by “type” of tagline, i.e. descriptive, inspirational, etc. We present ideas to you then narrow the field to three to five for a legal review and presentation to key decision makers.

As part of the branding effort, we would review the City’s web site and social media and provide recommendations for improvement along with specific, dedicated examples of how to tell the Opa-locka story clearly and with impact.

Public Relations

a5 helps our clients tell their story in a clear, concise, consistent and compelling way to get results. We will work with you to create a PR plan that frames and conveys the Opa-locka story to key audiences through news releases, social media and email communications, among other tactics. (We would also consider other forms of communications, including blog, podcast and to build upon the current City newsletter, The Lamp, as examples.)

Per the RFP, in addition to creating the plan, we would determine appropriate strategies to generate positive news and build excitement inside and outside the community.

a5 would develop and maintain a media list and write and release up to ten news releases in a 12-month period. The news release content could flow through to social media, blog and email content.

The aim: to create a continuous stream of positive content that will be distributed inside and outside the community. This will help populate search engines and serve to enhance the City’s reputation and advance the City’s story.

4. Project Approach

Crisis Communications

a5 offers deep experience with crisis communications. a5 principal John Harris has 35-plus years of crisis communications experience beginning with his days as director of communications for The Marmon Group, a \$6 billion global conglomerate, to helping Trinitas Ventures with crisis communications across the country from Phoenix to Ann Arbor.

The foundation to successful crisis communication is planning. We would work with you to identify potential crises, build the team to handle crisis communications and prepare for those potential crises by creating a playbook on how to handle situations. The City would have a primary and secondary spokesperson; a5 would conduct media training to ensure that the City will be prepared for a crisis.

If and when a crisis occurs, John Harris would be available immediately (with a backup assigned in case of need) to huddle around the specific topic and work with the City to determine the proper response.

Event Consultation, Planning, Marketing

a5 creates, plans and runs highly engaging events that build community and drive tourism. Working with the City of Opa-locka, we can provide event planning and marketing support.

We would start by learning the events landscape that exists, i.e. the past and present.

We would then work with you to determine the appetite and goals for future events and experiences to build a stronger sense of community and enhance economic development and drive tourism.

Given the City's longstanding connection to Moorish architecture, the City plans to relaunch the Arabian Nights festival in 2025. According to the RFP Addendum, the City will celebrate its 100th birthday in 2026 with a celebration.

a5 will help guide these events and can help craft the story and design and write the marketing materials (posters, print and digital ads, and flyers) for Arabian Nights and other festivals to be mutually determined.

Through our experience with the City of Woodstock, Garfield Park Conservatory Alliance, Illinois Department of Human Services and Frank Lloyd Wright Trust, among others, a5 has created, run and/or supported an array of events from concerts to comedy festivals to craft beer festivals to sporting event activations to architecture tours.

a5 has a strong history of developing and marketing highly differentiated experiences, including:

- GreenTown. Working with our partners Seven Generations Ahead, a5 developed, marketed and ran 24 GreenTown sustainability events across four states. Each event is highly tailored to the needs of our host communities and draws 500 to 600 people to a one-day event.
- Comedy Festival. Working with the City of Woodstock, we created a comedy festival that included multiple venues around the Woodstock city square. The festival featured national headliner acts and local/regional comedians and sold out each day of the two-day festival.
- Beer Under Glass. We created and grew a craft beer festival from six breweries and 500 attendees to 100 breweries and a sold-out 3,000-person event at the Garfield Park Conservatory. The events raised over \$1 million for the Conservatory.

5. Experience and Qualifications

3.2.6.1

a5 has been in business since 2001.

3.2.6.2

- We are a brand and digital consultancy that helps you tell your story in a clear, concise, consistent and compelling way.
- a5 builds and deploys strong brands for communities. We help you find your voice and create a destination brand that differentiates Opa-locka from other area communities. Whether for economic development, community building or tourism, a5 excels at generating excitement, positive energy and sustained interest and results.
- We are placemakers. We would work with you to determine what's best—both people and place—about Opa-locka, then capture and tell those stories. To create a compelling campaign, we would tell that story, including things such as the landmark City Hall, the many special events and specific ways Opa-locka creates a vibrant, inclusive, engaging and safe community for all residents. We capture energy, enthusiasm and momentum, and do it in a way that is memorable and motivates people inside and outside Opa-locka.
- We have worked in Florida for 20 years, with clients such as Fifth Avenue South (Naples), Hillsborough County Public Schools, Great Explorations Children's Museum and Downtown Tampa Partnership, Florida Southern College, among others. In 2019, our Florida director retired, and when the pandemic hit in 2020 we did not fill the position. We recently re-opened the Florida office with Emerson Harris leading the effort.
- a5 handles PR for a number of clients, including City of Crystal Lake (for economic development), Trinitas Ventures (real estate developer) and Frank Lloyd Wright Trust. In addition, we have significant crisis communications experience spanning 35 years.
- At a5, we deliver results. We measure all that we can, whether that is increased web traffic, enhanced social media engagement, sales tax receipts increases and/or attendance at events.
- We bring enthusiasm, energy and a collaborative, results-driven approach to all we do. We establish clear processes, tell great stories and we're fun to work with.
- We are strategic as well as highly creative. Once we understand your goals, we then create the visual and verbal architectural framework which will affect perceptions of your intended audiences and generate the intended results.
- We are team players and are focused on helping our clients grow. We can work on a program or project which helps you reach your goals and supports your mission. We can adjust our work style and pacing to match yours.
- We create schedules and stick to them. We work with you to keep projects on time. We are also flexible and can pivot if schedules need to change and stay in close communication with you every step of the way.

5. Experience and Qualifications

Client Experience

Economic Development

Lake County Partners
Rogers Park Business Alliance
Oak Park Economic Development Corp.
South Elgin Economic Development
Village of Algonquin, Illinois
Village of Nilus, Illinois

Communities & Business Districts

Fifth Avenue South (Naples, Florida)
City of Toledo, Ohio
Downtown Cuyahoga Falls, Ohio
City of Flint, Michigan
City of Watervliet, Michigan
City of New Buffalo, Michigan
City of Charlevoix, Michigan
Magnificent Mile Association
Downtown Oak Park
Pleasant District of Oak Park
Howard Street, Chicago
Village of New Lenox, Illinois
Village of Hanover Park, Illinois
Village of Nilus, Illinois
Village of Barrington, Illinois
Village of Gurnee, Illinois
Village of Algonquin, Illinois
Village of Olympia Fields, Illinois
Village of Hampshire, Illinois
Village of Northbrook, Illinois
Village of Oak Park, Illinois
Village of Richton Park, Illinois
Village of Mundelein, Illinois
Village of La Grange, Illinois
Village of Grayslake, Illinois
City of Crystal Lake, Illinois
City of Crest Hill, Illinois
City of Elgin, Illinois
City of Freeport, Illinois
City of Woodstock, Illinois

Parks & Recreation

Kansas Recreation & Park Association
Chicago Park District
Lake Bluff Park District
Northbrook Park District
Illinois Park & Recreation Association

Affordable Housing & Real Estate Development

McHenry County Housing Authority
Oak Park Housing Authority
Oak Park Homelessness Coalition
Coalition to End Homelessness in Evanston
Oak Park Residence Corporation
Trinitas Ventures
The Community Builders
Cruz Companies/Cruz Development

Social Services & Sustainability

The Faraday Institution (UK)
Michigan League of Conservation Voters
Chicago Community Trust
MacArthur Foundation
Wege Foundation
Community Foundation Oak Park-River Forest
Triton College Foundation
Seven Generations Ahead
World Wildlife Fund
World Poultry Foundation
Congress for the New Urbanism
Environmental Law & Policy Center
Wege Foundation
Natural Land Institute
Kane-DuPage Soil & Water
Conservation District
Kelso-Burnett Utility
Inovateus Solar
Fox Valley Sustainability Network
US EPA / Partners for Amphibian
& Reptile Conservation

Arts & Culture

Krasl Art Center
Field Museum
Garfield Park Conservatory Alliance
Chicago Children's Museum
Wonder Works Children's Museum
Betty Brinn Children's Museum
Bradbury Carnegie Museum
Great Explorations Children's Museum
Milwaukee Public Museum
Chicago Architecture Foundation
Frank Lloyd Wright Trust

5. Experience and Qualifications

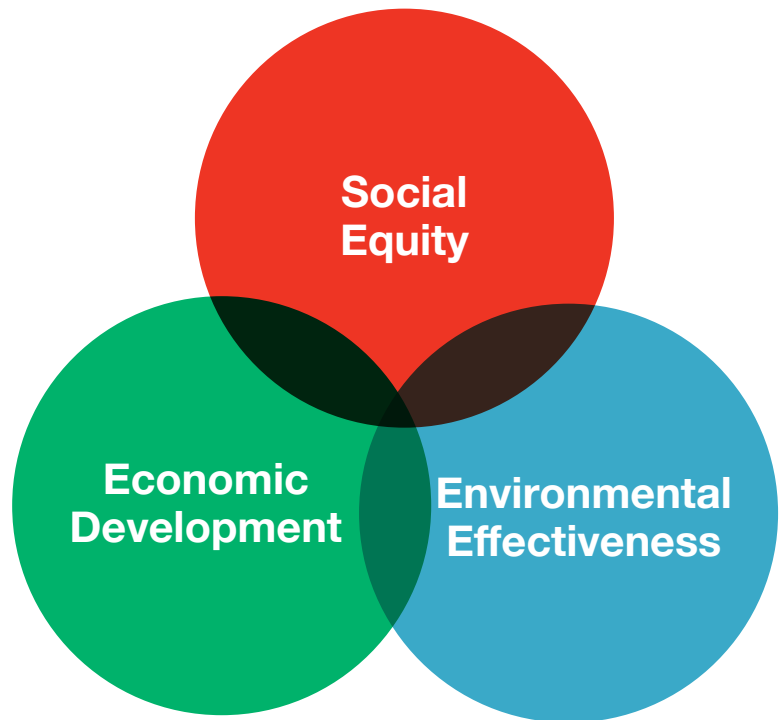
Commitment to Diversity, Equity and Inclusion

Mission-driven, a5 helps create healthy, sustainable communities. From economic development to environmental effectiveness to social equity, a5 is driven to provide educational and entrepreneurial opportunities for communities that traditionally have been underserved.

We are members in the [Diversity in Design Collaborative \(DID\)](#), a group formed by Herman Miller to promote diversity in design.

We are also intentionally working to diversify our a5 team as we hire and promote.

We also work with minority and women-owned creative partners, including photographers, and actively seek new relationships.



5. Experience and Qualifications

Municipal Brand Identity and Tagline



5. Experience and Qualifications

Village of Richton Park, Illinois



- * Brand Identity
- * Tagline
- * Gateway Signage
- * Stationery Applications
- * Fliers & Brochures
- * Art Direction of Photography
- * Street Banners



5. Experience and Qualifications

Village of Richton Park, Illinois



Photoshoot Art Direction + Street Banners

5. Experience and Qualifications

Village of Olympia Fields, Illinois / Economic Development Campaign



- * Public Engagement & Outreach
- * Campaign Identity/Creative
- * Messaging & Copywriting
- * Economic Development Pitch Deck
- * Street Banners
- * Social Media
- * PR
- * Web Site
- * Fliers
- * Print Newsletters



**Redevelopment Opportunities
in Olympia Fields, Illinois**

**of
course**
olympia
fields

5. Experience and Qualifications

Village of Olympia Fields, Illinois / Economic Development Campaign

Why Olympia Fields?

Opportunities Abound

The Olympia Fields community is home to a diverse population of executives, young professionals and top talent across an array of industries.

The area boasts more than 271,000 customers within a 15-minute drive spending \$2.3 billion on retail purchases.



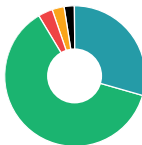
Population by Educational Attainment

- Graduate/Professional Degree 23.6%
- Bachelor's Degree 27.8%
- Associate's Degree 8.2%
- Some College, No Degree 21.5%
- GED/High School Graduate or Less 5.4%



Employed Population by Occupation

- Professional 31%
- Management/Business/Financial 16.9%
- Sales 10.1%
- Administrative Support 14.2%
- Service Industry 13.5%
- Other 14.3%



Population by Race/Ethnicity

- Black Alone 61.9%
- White Alone 29.6%
- Asian Alone 3.5%
- Two or more races 2.7%
- Another race alone 2.4%

Ranked top 20 in Illinois for household income, the 5,000+ population is highly educated and professional

One of the most beautiful villages anywhere

Diverse population of executives, young professionals and top talent across an array of industries



Great location near Interstates 80, 57, 294 and 94, and two Metra train stations

Great development opportunities

The average household income surpasses that of neighboring Southland communities and Chicago – and is in the top 25% nationally

5. Experience and Qualifications

Village of Olympia Fields, Illinois / Economic Development Campaign

Field Notes

AUGUST & SEPTEMBER 2020



Olympia Fields Hosts Prestigious 2020 BMW Championship August 27th-30th

In late August 2020, Olympia Fields will welcome the 2020 BMW Championship and FedExCup Playoffs, the most prestigious event of the Western Golf Association's European Tour.

Founded in 1915, the Olympia Fields Country Club has long supported national golf competitions at all levels. One hundred years ago this month, the club partnered with the Western Golf Association to host the 1920 Western Open, the predecessor of today's BMW Championship.

The Olympia has been a steady BMW Championship beneficiary, the Foundation, and to caddies will means. Over Fields caddie college as Evans with Don Dal Evans Schola Northwestern Fields caddie as Evans Sch

olympia fields of course

DON'T FORGET:
November 3, 2020

Election Day is Tuesday, November 3. Find voter information on the Village web site under "How Do I..."

In This Issue

Graymoor community comes together to beautify entrances

Tips for homeowners to maintain property in beautiful, environmentally friendly ways

Colorful street pole signage honors all 2020 graduates

Field Notes

NOVEMBER & DECEMBER 2020



Olympia Fields Welcomes Bebo's and Fisherman's Island

Bebo's Chicago Style Chicken
3248 Vollmer Road

Bebo's, a new chicken and fish fast casual restaurant, will open soon in Butterfield Plaza at 3248 Vollmer Road. Owners Victor and Dana Cooksey, Chicago-southside natives who also own the Krazy Hog BBQ, boast an entrepreneurial spirit and a love for serving the community.

"We want to be a catalyst for growth and we want others to be catalysts too," Cooksey shared. "We're both RC Olympians. We've been here, we buy here and we live here. Olympia Fields is part of who we are."

Fisherman's Island Seafood Market
2520 Lincoln Highway

Fisherman's Island Seafood Market, a popular seafood emporium with locations in Oak Forest, Lansing, three locations in Chicago and Merrillville, Indiana will open a new location in Olympia Fields. The Olympia Fields location will be an anchor for Olympia Corners at 2520 Lincoln Highway.

Owner Mahmad Abughoush opened his first restaurant in 2011. Known for fresh, healthy shrimp and snow crab, offerings can be purchased raw or cooked to order.

"I chose Olympia Fields because of the Village's vision for the future," said Abughoush, "and because the leadership is committed to helping our business thrive and flourish."



olympia fields of course

DON'T FORGET:
Sign up to receive emergency notifications, plus news, stories and events from the Village!

Visit: olympia-fields.com-9-Connect-With-Us

In This Issue

Cleanup Day Is A Tremendous Success

All You Need To Know About Village Snow Removal

Announcing Utility Bill Pay By Phone, Text and Online

5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign

Located 47 miles northwest of Chicago, Woodstock is a charming, historic community with a real town square, an historic Opera House and plenty of shopping, nightlife and culture.

a5 was hired by a newly formed public/private group called Promote Woodstock to develop a tourism promotion campaign.

We conducted in-person and phone interviews, small group meetings and topic-oriented meetings with hundreds of members of the community. In addition, we organized an advisory council, which met twice annually, and coordinated connections with the business, education, arts and culture, tourism and government segments of Woodstock.

The campaign we developed, “Real Woodstock”, crafts a story around authentic experiences and has increased tourism, aiding economic development and building a stronger sense of pride and community.

The brand launched in 2016 in Woodstock and across the Midwest. It includes a web site, email, social media, video, radio and online advertising, posters, billboards and much more.

In addition to promoting all that Woodstock had to offer, a5 developed several cultural products, including:

- * Laughstock, a comedy festival that sold out the Woodstock Opera House.
- * Rockstock, an outdoor concert series on the historic Woodstock Square.
- * Concerts at the Woodstock Opera House and other venues featuring Grammy winning songwriter Jimmy Webb and actor/singer Jeff Daniels, among others.

In 2017, a5 and Real Woodstock won Best Branding Initiative from the Illinois Governor’s Conference on Travel and Tourism.

In 2018, a5 and Real Woodstock won awards for “Best Tourism Marketing Campaign” and “Best Visitors Publication” from the Illinois Governor’s Conference on Tourism.

The following year, Real Woodstock became an initiative of the Woodstock Area Chamber of Commerce. a5 continued to work on the Real Woodstock campaign through 2020.



5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign



5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign



FOUR-TIME GRAMMY AWARD WINNER
JIMMY WEBB
SATURDAY, APRIL 27 AT 8PM / WOODSTOCK OPERA HOUSE

Writer of Classic Hits from the 60s & 70s
Wichita Lineman
MacArthur Park
Up, Up and Away
Galveston
And Many More

Four-time Grammy award winner Jimmy Webb will tell tales and sing songs from his storied songbook. Jimmy's songs have been a part of the American Soundtrack and helped define the music of the 60s and 70s. Jimmy has worked with an impressive cast of artists including Frank Sinatra, Art Garfunkel, 9th Dimension and Glen Campbell. Experience Jimmy's music like never before! Tickets \$46.

PRESENTED BY
Real WOODSTOCK **Aurora University** **WOODSTOCK OPERA HOUSE**

Learn More at RealWoodstock.com
Tickets at WoodstockOperaHouse.com



CONCERT EVENT SERIES

GINA CHAVEZ
SUNDAY, FEBRUARY 10 AT 7PM
Multi-lingual Latin pop songstress Gina Chavez will perform songs from her new album. Austin's Musicians of the Year in 2015 has been featured on NPR's Tiny Desk Concert. See her before she breaks out!
TICKETS: \$25 / \$20 FOR STUDENTS

GARNET ROGERS
CRYS MATTHEWS
SUNDAY, MARCH 24 AT 2PM
Scratchin' folk musician Garnet Rogers returns to Woodstock after selling out his show in 2014. A folk with a powerful presence and voice to match, Rogers is a master of the fiddle.
Crys Matthews, an up-and-coming folk artist, is an award-winning justice hero from Washington, D.C.
TICKETS: \$25

JIMMY WEBB
SATURDAY, APRIL 27 AT 8PM
Four-time Grammy award winner Jimmy Webb will tell tales and sing songs from his storied song book. From "Galveston" to "Wichita Lineman", "The Highwayman" to "Up, Up and Away" and "MacArthur Park", you will relive the 60's and 70's in this spirited show.
TICKETS: \$46



JEFF DANIELS
AND THE BEN DANIELS BAND
FRIDAY, OCTOBER 27, 8PM
WOODSTOCK OPERA HOUSE

Limited number of tickets remaining!

PRESENTED BY
Real WOODSTOCK

Real Woodstock is an initiative of Friends of Woodstock, a public-private partnership dedicated to growing tourism, increasing economic development opportunities, and creating a stronger sense of community in Woodstock, IL. Real Woodstock is supported by:

ANDREA UNIVERSITY
CLASSIC WOODSTOCK
CLASSIC COUNTRY WOODSTOCK TOURS

U.S. COMPTON
BENJAMIN SCHROEDER
WILL'S BIG HILL TRUCK

JOHN HENRY COUNTY
WOODSTOCK CHAMBER OF COMMERCE
CITY OF WOODSTOCK

RealWoodstock.com [Facebook](https://www.facebook.com/RealWoodstock) [Instagram](https://www.instagram.com/RealWoodstock) [YouTube](https://www.youtube.com/RealWoodstock) #RealWoodstock

EVENT PROMOTION

- * Event series created by a5 for Woodstock
- * a5 handled booking of talent
- * Event name and graphic identity
- * Promotion via social media channels, print and digital advertising
- * Posters and fliers
- * PR

5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign







Lighting of the Square
30-second video

<https://www.youtube.com/watch?v=HfnFJhlyHak>

- * Event graphic identity
- * Promotion via social media channels, print and digital advertising
- * Posters and fliers
- * PR
- * Video

5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign



- * Event created by a5 for Woodstock
- * a5 handled booking of talent
- * Event name and graphic identity
- * Promotion via social media channels, print and digital advertising
- * Posters and fliers
- * PR

5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign



Groundhog Days
30-second video

<https://www.youtube.com/watch?v=eFML59nsCIQ>

Named one of the
**MOST BEAUTIFUL,
CHARMING SMALL
TOWNS IN ILLINOIS**
by onlyinyourstate.com

REAL CHARMING. REAL INDEPENDENT. REAL FUN. **Real WOODSTOCK**

Welcome to Woodstock, Illinois. Rich with arts and culture, a picturesque town square and a world-renowned Opera House, Woodstock also has an independent streak brimming with creativity and entrepreneurship. Artists and locally-owned businesses are embraced. Our school system is a leader in dual language education. And music, whether rock, folk, jazz, country or classical, fills the air indoors and out most every night.

Plan a visit. Grow a business. Put down roots.
Make a life here in Real Woodstock.

f i w
LIKE US ON FACEBOOK
fb.me/realwoodstock
FOLLOW US ON INSTAGRAM
@realwoodstockil
DISCOVER MORE AT
RealWoodstock.com

- * Event created by a5 for Woodstock
- * a5 handled booking of talent
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- * Promotion via social media channels, print and digital advertising
- * Posters and fliers
- * Video
- * PR

5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign



Real WOODSTOCK

WELCOME HOME

**Real Charming.
Real Hospitality.
Real Woodstock.**

It's easy to fall in love with Woodstock. From abundant shopping and dining at independently owned businesses on the charming Woodstock Square to the enchantment of the Cherry Tree Inn, the friendly, welcoming vibe will make you

want to return—and think about moving here. Whether you are looking for excellent education, a creative community filled with arts and culture or your next home, Woodstock has it all. Welcome home.

realwoodstock.com/livehere

Resident Attraction Campaign
Print and Digital Ads



Real WOODSTOCK

WELCOME HOME

REAL OUTDOORS. REAL ADVENTURE. *Real* WOODSTOCK

In Real Woodstock, it's easy to connect with community and experience the outdoors. This summer, create wonderful family memories picking berries.

Heider's Berry Farm is open for strawberry picking and, starting early July, for raspberry picking. McCann Berry Farm opens for blueberry picking Friday, July 17.

Make a day of it and enjoy the shops and restaurants on and off the charming and historic Woodstock Square. You can also hike the rolling hills. Walk the beautiful neighborhoods. Hide through nature preserves.

realwoodstock.com/livehere



Real WOODSTOCK

WELCOME HOME

**Real Community.
Real Commitment to Every Child.
Real Woodstock.**

In Woodstock, Illinois, we are committed to the success of every child. From kindergarten on, our dual language program enables all children to learn English and Spanish, connecting cultures and fostering unity in our community.

"Because the kids have grown up in this program, they don't see themselves as different from one another. It's beyond tolerance, it's the norm for these kids. It opens them up to being open to other cultures in the future."

Liz Instefford, Second Grade, Westwood Elementary

realwoodstock.com/livehere

5. Experience and Qualifications

City of Woodstock, Illinois / Community Marketing Campaign

Results

Key performance indicators included:

- * Facebook followers increased from zero to 13,393
- * Instagram followers 1,600
- * Unique web visitors (annual) ~ 30k
- * Web subscribers 10k / average open rate 20%
- * Laughstock Comedy Festival tickets sold out

Marketing initiative exposure:

- * Woodfield Mall: 11 million impressions in four weeks in February 2020
- * Chicago Wolves: 165,6500+ fans over 17 games, 892k impressions + 70k emails sent twice
- * JCDecaux bus shelter ads in Chicago Loop: 600k impressions for four weeks
- * Metra car card and posters: 2.3 million impressions in four weeks

Long-running Woodstock events such as Lighting of the Square, Woodstock Groundhog Days, and Midwest Mozart Festival all had its largest attendance numbers ever. Multiple agritourism businesses reported having their busiest seasons in years. The Jeff Daniels concert, which was booked and promoted by Real Woodstock, sold out the Woodstock Opera House. Because of the success of this show, Real Woodstock continued to book more shows at the Woodstock Opera House and other venues.

“They’re creative, reactive and inventive. They’re a great partner who has good insight into nonprofits and municipal or government entities. We’ve experienced the same service that earned them their great track record. They’re a tremendous resource, and I can’t say enough positive things about them.

Their project management was exceptional. They were good at keeping deadlines, communicating, and being responsive to us when we needed them.

We came in without any real background, but a5 picked everything up, did the work, and guided us along the way with options and ideas. a5 will work with both inexperienced and experienced clients, no matter what stage they’re at.”

Mike Turner
Mayor, City of Woodstock

Promote Woodstock tracked its 2017 marketing campaign effectiveness through the following measurements:

- * Social Media Growth: Real Woodstock page “Likes” grew from 3,757 to 7,526, a 100 percent increase. A strong effort was made to target Real Woodstock Facebook ads to specific areas in Illinois and grow our audience within McHenry County and around the Chicagoland area. For example, while Real Woodstock Metra ads were running on train lines during the summer, Facebook ads were targeted to train commuters living along the train lines where ads were running. While 75 percent of followers come from McHenry County, 15 percent of the page likes are from Chicago and 10 percent from other areas around the Midwest.
- * Website Traffic Growth: In 2017, an average of 1,600 people visited the Real Woodstock website per month, a 25 percent increase from 2016. In subsequent years, web visitors increased to 2,500 per month.
- * Events: With a goal of moving Woodstock to achieve “Ravinia West” status, Real Woodstock assisted marketing existing events and created new events to draw people to Woodstock.
- * Sales Tax Revenue: Since Real Woodstock was created in 2015, sales tax revenue has increased by 13.3 percent.
- * City Population and Property EAV: For the second consecutive year, population grew in Woodstock while the overall population declined in Illinois. In 2017, Woodstock saw a three percent increase. The equally assessed values for property in Woodstock increased by nearly four percent.

5. Experience and Qualifications

Trinitas Ventures

Clifton Heights, a Trinitas Ventures development in Cincinnati

a5 has worked with real estate developer Trinitas Ventures on public outreach, engagement and PR since 2017.

The Cincinnati project, called the District at Clifton Heights, is a transformative development in the CUF neighborhood adjacent to University of Cincinnati. The mixed use, multi-building development began construction in 2019 and the development is expected to be completed in 2024.

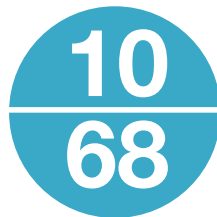
In addition to Cincinnati, a5 has helped Trinitas with developments in Michigan, Arizona, Alabama, Arkansas and Indiana, among others. We consult on messaging, outreach, engagement, public relations and crisis communications on housing developments that transform neighborhoods and communities.



Engagement by the Numbers



20 One-on-One
Interviews and
Meetings



10 People Commenting
on Interactive Web Site
with 68 Comments



Approximately
100 People Visited
Workshop



For Immediate Release:

Trinitas Ventures, Crawford Hoying Move Forward with Next Phase of \$640 Million Mixed-Use Development, The District at Clifton Heights

Cincinnati, Ohio – Trinitas Ventures, in partnership with Crawford Hoying, is moving forward with the second phase of their mixed-use development community in Cincinnati, OH: The District at Clifton Heights.

The District at Clifton Heights is the site of the former Deaconess Hospital at Clifton Avenue and Straight Street, across from the University of Cincinnati. The first phase of the \$640 million transformational development included The Deacon, a \$120 million, 8-story student housing building boasting an array of best-in-class amenities and offering a variety of floorplans. The 351-unit building was developed and constructed by Trinitas and opened in August 2019.

The \$250 million second phase, opening in Summer 2024, will include:

- Hub Cincinnati, a \$143 million, 14-story student housing tower containing 380 units and 1,112 beds developed by Chicago-based Core Spaces.
- Hotel Celare, a \$65 million, 7-story hotel developed by Columbus-based Crawford Hoying. This will be located at 310 Straight Street and will feature a rooftop bar overlooking the campus entrance. The hotel will accommodate 171 rooms and have over 18,000 square feet of dining and entertainment space.

Trinitas, in partnership with Crawford Hoying, worked with The Port of Cincinnati and City of Cincinnati to provide a \$40 million TIF package to fund public improvements, improved streetscapes and a public parking garage. At full buildout, The District will be home to more than 3,000 residents, create over 2,000 jobs, and generate nearly \$11 million in annual taxes for Cincinnati and Hamilton County.

“Our vision for The District at Clifton Heights took shape more than four years ago and was built on active input from community residents, elected officials and key stakeholders,” said Aaron Bartels, Executive Vice President of Mixed-Use Development for Trinitas. “This next phase is an important evolution to The District as we continue to activate Straight Street with a great pedestrian-oriented experience. We’re thankful for our partnership with Crawford Hoying, Core Spaces, the Port and City of Cincinnati to bring The District to this important milestone.”

Future phases of The District at Clifton Heights will include a multifamily development, commercial space, public parking garage and a senior housing development.

About Trinitas Ventures

Trinitas is an owner, investor, developer, builder and manager of commercial real estate in vibrant cities throughout the US, specializing in student housing, mixed-use, build-for-rent and multifamily development. The company is headquartered in Lafayette, Indiana with offices in Indianapolis and Chicago. Learn more about Trinitas as www.trinitas.ventures.

Contacts

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and

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765.607.2051

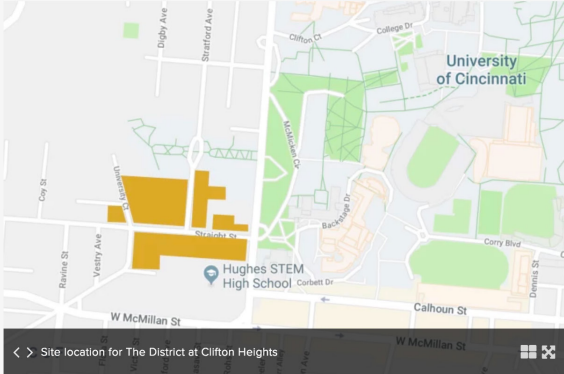
5. Experience and Qualifications

Trinitas Ventures

Clifton Heights, a Trinitas Ventures development in Cincinnati



[Explore Projects](#) [Invite Neighbors](#) [LOG IN](#)



< > Site location for The District at Clifton Heights

The District at Clifton Heights

CINCINNATI, OH

Trinitas Ventures plans to redevelop the Deaconess Hospital in Cincinnati's CUF neighborhood into a mixed use project.

DEVELOPER



[Comment on this project](#)

[★ Follow](#) [➦ Share](#)

 PHASE
COMMUNITY REVIEW

 MIXED-USE DEVELOPMENT

Local 12/WKRC-TV on Twitter

[twitter.com](https://twitter.com/joewebbwkrc)

""Where is #CUF?" A local neighborhood is considering a name change and rebranding to develop its own identity. @joewebbwkrc has more: <https://t.co/GV9XKeTaiA>"

[Construction begins on "District at Clifton Heights."](#)



Construction begins on "District at Clifton Heights."

[Here's what's being planned for the former Deaconess Hospital site](#)



Here's what's being planned for the former Deaconess Hospital site

Erin Caproni, CINCINNATI BUSINESS COURIER
CINCINNATI (Cincinnati Business Courier) - The developer of a more than 5-acre site next to the University of Ci...

["Where is CUF?": Neighborhood to discuss name change](#)



"Where is CUF?": Neighborhood to discuss name change

Joe Webb, WKRC
CUF, Ohio (WKRC) - Darby Miller lived in the CUF neighborhood while she attended the University of Cincinnati. S...

[Trinitas Ventures seeks community input for Deaconess Hospital redevelopment](#)



Trinitas Ventures seeks community input for Deaconess Hospital redevelopment...

The new owner of the former Deaconess Hospital is

5. Experience and Qualifications

Downtown Cuyahoga Falls, Ohio



DOWNTOWN
CUYAHOGA FALLS

the fun flows here

In Cuyahoga Falls, Ohio, we helped the City secure City Council passage to redevelop the downtown. Like many communities, Cuyahoga Falls put in a pedestrian-only mall 40-plus years ago, and as has happened elsewhere, the mall died. Working with the city and consultants, we engaged the public in an innovative way, conducting one-on-one interviews at the community center and two grocery stores, holding public meetings were held and generating publicity.

We also organized a two-day bus tour of Midwest downtowns, including Oak Park, Illinois (which had taken out its pedestrian-only mall), Valparaiso, Indiana and South Bend, Indiana. More than 20 elected officials, city staff, residents and property owners attended, and weeks later, after seeing the transformative effects on these communities, the City Council voted to move forward with redeveloping the downtown.

a5 then developed a downtown Cuyahoga Falls brand to capitalize on its location and newfound energy.



5. Experience and Qualifications

City of Crystal Lake, Illinois



a5 has worked with City of Crystal Lake, Illinois for five years on economic development. The city of 40,000 is on the edge of the Chicago metro area. Crystal Lake boasts strong schools, excellent train service to Chicago and plenty of outdoor activities. a5 helped Crystal Lake craft a story to attract economic development, which includes local entrepreneur development and attraction of regional and national companies in retail, healthcare and manufacturing as well as housing developers.

We created a campaign, Clearly Crystal Lake, which includes a web site, social media and public relations. The PR campaign includes coverage in Crain's Chicago Business, Nation's Restaurant News, Restaurant Business and BisNow. The City continues to see very strong growth across all sectors.

A collage of four images: a woman at a cafe counter, a man with bicycles, a street clock, and a modern house.

CRYSTAL LAKE IS THE CLEAR LEADER FOR BUSINESS SUCCESS.

In Crystal Lake, Businesses Open and Thrive.
Find out why Crystal Lake is the clear leader for business opportunity in McHenry County.

Contact Heather Maieritsch
Economic Development Manager/
Community Development
City of Crystal Lake
815-356-3737

Clearly
CRYSTAL LAKE
ClearlyCrystalLake.com

5. Experience and Qualifications

City of Crystal Lake, Illinois



5. Experience and Qualifications

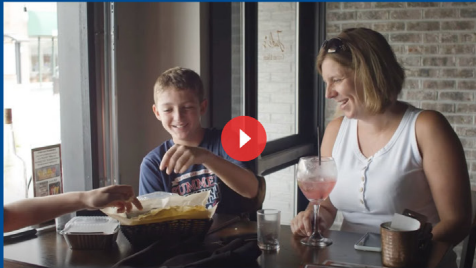
City of Crystal Lake, Illinois



[Why Crystal Lake](#) [Site Selection](#) [Data](#) [Success Stories](#) [Video Library](#) [Contact](#) [in](#) [f](#)

Explore Our Video Library.

See why Crystal Lake is the clear leader for entrepreneurship, growth and opportunity.



Restaurants & Retail in Crystal Lake



Industry & Housing in Crystal Lake



Arts & Entertainment in Crystal Lake



CL 30 Video #4 Restaurants Final
Watch later Share
Watch on YouTube
Restaurants in Crystal Lake





More videos at
<https://www.clearlycrystallake.com/video-library>

5. Experience and Qualifications

City of Crystal Lake, Illinois



Crystal Lake, Illinois – Attracting the attention of developers, businesses and residents

[Reprints](#) [Share](#)

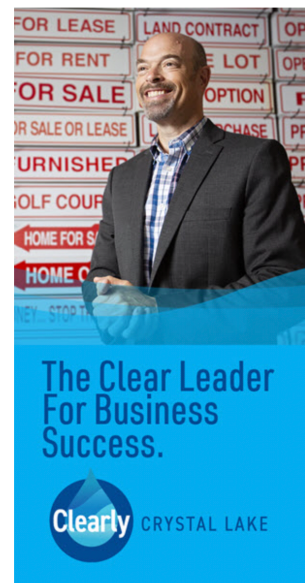
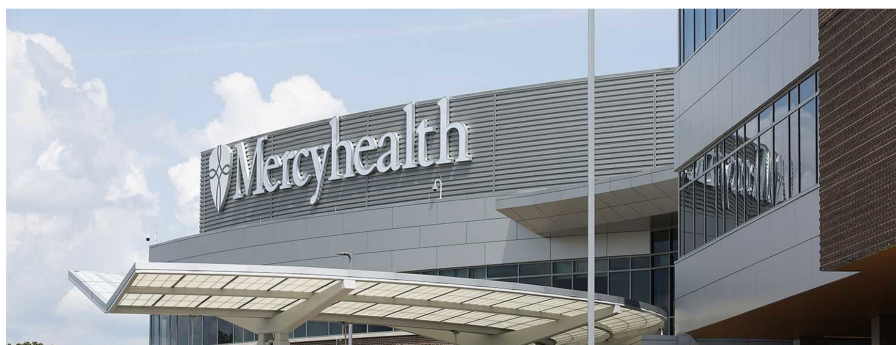


September 25, 2023 12:01 AM

Nestled in the heart of Chicago's northwest suburbs lies a hidden gem that has been gaining recognition as the premier shopping and dining destination of the region. Crystal Lake, Illinois, with its charming downtown area, vibrant community, excellent schools and diverse range of shops and restaurants, has been a popular destination among locals and visitors alike. With a population of 40,000 and just 35 miles away from O'Hare Airport/Chicago, two Metra train stations and abundant outdoor recreation opportunities, Crystal Lake is a hub for new real estate development. The City quickly translated demand into growth – filling existing commercial corridors, encouraging reinvestment in multiple shopping centers, and developing new sites with retail, restaurant, healthcare and housing. Robust markets generate more demand and clearly, Crystal Lake is the right location for new business.

The business community continues to grow, enhancing an already strong mix of locally-owned businesses and national chains. New restaurant additions include Guzman y Gomez, Crumbl Cookies, Summer Moon Coffee and Rookies All American Pub and Grill, alongside grocer KD Market and retailers such as Boot Barn, Banfield Pet Hospital, Hallmark and Ollie's Bargain Outlet.

Crystal Lake is a hub for national and regional restaurants and retailers. Last year, residents and visitors spent more than \$147 million at restaurants in Crystal Lake, and according to the Illinois Department of Revenue, Crystal Lake had more than \$1.4 billion in retail sales placing it in the top 20 for Chicagoland metropolitan area retail sales. The City is expected to continue the year-after-year growth in terms of sales and has multiple new businesses joining the market this year.



5. Experience and Qualifications

City of Crystal Lake, Illinois

BISNOW

CITIES

EVENTS

CAREERS

PRESS RELEASES

ABOUT

For Crystal Lake, Illinois, Business Growth Is The Top Priority

October 19, 2023 | City of Crystal Lake | Elizabeth Reyn, Studio B Writer



Courtesy of the city of Crystal Lake

A drone image of the Enclave in Crystal Lake, Illinois

Crystal Lake, Illinois, has spent the last several years establishing itself as a leader in the McHenry County business market and as a thriving, vibrant community. The city, which is home to 40,000 people, is northwest of Chicago, 35 miles away from O'Hare Airport, and offers access to two Metra train stations, a recreation area for outdoor activities, and retail, healthcare and education options.

Crystal Lake Mayor Haig Haleblian said the area has been catching the eye of more businesses, residents and CRE developers in recent years, and it has been an attractive location for real estate investment. The city has been especially laser-focused on reinvesting in its retail spaces and bringing in more housing, shopping, dining and healthcare options.

5. Experience and Qualifications

City of Crystal Lake, Illinois



The City of Crystal Lake, the largest city in McHenry County, Illinois, works to make opening, expanding and succeeding easier.



JUDE'S

"The city helps new people invest in the downtown and add to this vibrant community," says Paul Leech, owner

5. Experience and Qualifications / Team

3.2.6.4

The City of Opa-locka primary contacts would be Emerson Harris (based in Tampa) and John Harris (based in Chicago splitting time in Tampa). At a5, we pride ourselves on being “ahead of the curve” for our clients and highly responsive to client requests. We’d make sure you have a minimum of two contacts within the organization and would be available within a maximum of a 24-hour notice to:

- Attend meetings
- Respond to calls/emails
- Respond to specific inquiries
- Draft and release press releases

In addition to PR activities, we are also available for design-related services within 24 hours. We would build a consistent and dedicated team for the City of Opa-locka.



John Harris
Principal: Strategy/Content



Fletcher Martin
Creative Director



Matt Robbie
Senior Account Manager
(Project Manager)



Clarice Harris
Director of Operations



Juliane Allen
Account Manager & Digital
Media Specialist



Emerson Harris
Manager, Tampa Office



AJ Benson
Senior Designer



Miah Emano
Graphic Designer



Bailey Maguire
Digital Media Specialist/
Account Coordinator



Andrea Ramirez
Administrative Manager/
Account Coordinator

5. Experience and Qualifications / Team

John Harris – Principal

John helps clients tell stories in a clear, consistent and compelling manner to generate results from branding, marketing and communication programs. With the team at a5, Harris has helped drive investment in communities that has had significant impact on community building, economic development and tourism.

A former journalist for Forbes, Harris wrote the first national story on Starbucks, predicting that it would change our culture and society. He also wrote for the Milwaukee Journal and served as editor of Rockford Magazine before joining The Marmon Group, Inc. (then a \$6 billion organization owned by the Pritzker family) as director of communications in 1991. There, he consulted with Marmon's 100-plus companies on marketing communications and public relations issues in a wide variety of industries including financing, consumer and industrial products.

Before co-founding a5 in 2001, John served as a strategic communications consultant for VSA Partners, advising such clients as Steelcase, Landscape Forms and US West on brand development and brand management.

In his role as principal of a5, Harris has developed expertise in working with communities, sustainability, park and recreation agencies, sports, healthcare, education, non-profits, consumer products and financial services, among others. He has a passion for creating healthy, sustainable communities, and developed GreenTown: The Future of Community, a one-day experience dedicated to bringing the public sector together with the private sector to create sustainable communities, with non-profit Seven Generations Ahead.

Harris has helped numerous communities and organizations with crisis communications, including writing crisis communications plans, implementing plans, training teams and handling all manner of crises.

Client experience includes working with such communities as Charlevoix (Michigan), Cuyahoga Falls (Ohio), Naples (Florida), South Bend (Indiana) and Freeport, Niles, Northbrook, Oak Park (Illinois).

A graduate of Carroll University in Waukesha, Wisconsin, John has taught at Roosevelt University and Carroll University.

Harris serves on the boards of Garfield Park Conservatory Alliance, Takeout 25 Oak Park, Friends of Richton Park and Triton College Foundation.

Experience Highlights:

**Milwaukee Journal
Forbes
The Marmon Group
Steelcase
Campbell Soup Company
Interface
Ameritrade
NYSE Euronext
Field Museum
Chicago Park District
Chicago Children's Museum
Chicago Transit Authority
City of Charlevoix, MI
Village of New Lenox, IL
City of Freeport, IL
Village of Richton Park, IL
City of Woodstock, IL
Village of Hanover Park, IL
Illinois Department of
Human Services**

5. Experience and Qualifications / Team

Fletcher Martin – Creative Director

Fletcher is a founding principal and creative director at a5. He is responsible for the design development and creative direction of a5 projects, including branding and identity, signage, interactive design, naming and more.

Prior to forming a5, he spent five years at VSA Partners in Chicago as a design director working with such clients as Steelcase, Harley-Davidson and H₂O+. At a5, his client experience includes World Wildlife Fund, Newcity Magazine, City of Freeport, Magnificent Mile Association, Chicago Park District, Chicago Children's Museum, Field Museum, The Museum of Contemporary Art San Diego, Chicago Architecture Foundation, Congress for the New Urbanism, Chicago Transit Authority, NYSE Euronext, Klein & Hoffman and Hull.

From 2009 to 2014, he served as an executive board member (Treasurer) of the Chicago chapter of the AIGA – the professional organization for design – and is a member of SEG, the Society for Experiential Graphic Design, which works to expand design excellence in the built environment. He has also volunteered as creative director for two creative rallies for EPIC, a non-profit that pairs volunteer writers and designers with worthy causes and organizations. The EPIC projects Fletcher led include the rebranding of Illinois Humanities and messaging/collateral for Literacy Chicago. He is a member of the Arts Club of Chicago.

Fletcher's work has been recognized by the Art Directors Club, AR100, British Art Direction & Design, Communication Arts, HOW Magazine and Type Directors Club, among others.

Fletcher graduated from Texas Christian University with a BFA in graphic design.

Experience Highlights:

Harley-Davidson
NYSE Euronext
Steelcase
Field Museum
World Wildlife Fund
AIA Chicago
Museum of Contemporary Art
San Diego
Chicago Park District
Chicago Children's Museum
Chicago Transit Authority
City of Charlevoix, MI
Village of New Lenox, IL
City of Freeport, IL
Village of Richton Park, IL
City of Woodstock, IL
Village of Hanover Park, IL
Downtown Oak Park
Illinois Department of
Human Services

Matt Robbie – Senior Account Manager

Matt is a Senior Account Manager at a5. Prior to joining a5, Matt served as the marketing & communications manager for a large non-profit organization. In his time there, Matt oversaw a team of five and served as project manager for internal and external marketing and communications. In his 15 years of communications experience, Matt worked for both small and large agencies overseeing promotional, experiential, digital and traditional marketing. Matt earned a bachelor's degree from Clark University in Worcester, Massachusetts.

Experience Highlights:

Cruz Companies
Klein & Hoffman
Kipnis Architecture + Planning
Village of Bartlett
Newport Industries

Emerson Harris – Manager, Tampa Office

Prior to coming on board at a5, Emerson ran a collectible sneaker business, High Rise Kicks, which he started and grew using social media skills, networking, traveling to events along with his passion for sales. At a5, Emerson manages the Florida office, handling account management, social media and video editing/production. Emerson earned a business marketing degree from Columbia College of Chicago and currently lives in Tampa, where you can find him either in the office or at the beach.

Experience Highlights:

City of St. Charles
Illinois Department of
Human Services
Hillsborough County
Public Schools

5. Experience and Qualifications / Team

Juliane Allen – Account Manager/Digital Media Specialist

Juliane is an account manager and digital media specialist at a5. Her background is in public relations & digital marketing with a focus on creative storytelling, social media and digital strategy.

Prior to a5, Juliane worked at Golin, a global PR & marketing firm where she led influencer and social media strategy for brands such as LEGO and Purina. During her time with Golin, she and her team utilized a range of social media tactics, including influencers and paid social, to tell unique stories for her clients. Beyond her expertise in digital and social, Juliane also has experience in traditional PR and earned media efforts from her time working at Havas Formula, a PR agency in Chicago.

Juliane graduated from Southern Illinois University Carbondale with a BA in Public Relations, and a minor in International Marketing.

Experience Highlights:

LEGO
Purina
City of Crystal Lake
Village of Niles
Village of Mundelein
**Illinois Department of
Human Services**

Andrew Benson – Senior Designer

Andrew (AJ) is a graphic designer at a5, with background in branding, illustration and wayfinding.

AJ joined a5 from Fishawhack Health, where he worked for Minneapolis-based agencies StoneArch and Studio MPLS. Clients included Panda Express, Abbott Medical and 3M. At a5, AJ has worked on Winnetka-Northfield Public Library District, Village of Mundelein and Village of Northbrook.

He is a graduate of the University of Wisconsin-Stout with a BA in Graphic Design & Interactive Media.

Experience Highlights:

Panda Express
Abbott Medical
3M
**Winnetka-Northfield
Public Library District**
Village of Northbrook
**Illinois Department of
Human Services**

Miah Emamo – Graphic Designer

Miah Emamo is a graphic designer at a5 with a background in branding, logo and book cover design. She received her BA in Graphic Design at the University of Illinois at Urbana-Champaign where she has had a variety of opportunities to design for startup companies at Research Park, the University of Illinois Press, and the Illinois Criminal Justice Information Authority under the College of Social Work. She values sustainability and is excited to help cultivate people and spaces through design alongside a5.

Experience Highlights:

Newport Industries
Howard Street Chicago
**Illinois Department of
Human Services**
Village of Niles

5. Experience and Qualifications / Team

Bailey Maguire – Digital Media Specialist

Bailey Maguire is a digital media specialist at a5. (As an intrinsically curious creative writer, human insight-hunter, and social media enthusiast, Bailey loves finding what makes people tick and melding it into strategic creative that makes an impact on conversation and culture.)

Prior to a5, Bailey interned at Energy BBDO where she conceptualized social activations and PR stunts for brands such as Potbelly, El Jimador Tequila, and Orbit Gum. Bailey then went on to gain experience writing to a specific brand voice at Plan B Agency where she wrote copy for digital marketing efforts for such clients as McLaren, American Omni Tires, and Lifespace Communities. And it was there where Bailey developed a love for managing the creation and scheduling of content for social, when she wrote thought leadership blogs and correlating social posts for Plan B's website and social media pages.

Bailey graduated from the University of Illinois with a BS in Advertising and a Minor in Communications.

Experience Highlights:

**Potbelly
Orbit Gum
McLaren
NextHaus Alliance
Kipnis Architecture + Planning
Illinois Department of
Human Services**

Clarice Harris - Director of Operations

Clarice is a partner and a5's director of operations, implementing strategies to ensure productivity and efficiency of operations with the intention of increasing revenues and profitability. Clarice also oversees administrative and HR aspects of the firm. Clarice formerly worked in Philanthropy and Communications at Rush Medical Center where she helped raise \$10 million for the Rush Heart Institute. Clarice also chaired numerous non-profit fundraisers and served as president of both the Oak Park Women's Guild and St. Giles School PTO.

Clarice graduated from Carroll University with a BA in Communications and a Minor in Business Administration.

Andrea Ramirez - Administrative Manager & Account Coordinator

Andrea Ramirez is an administrative manager and account coordinator at a5. She's responsible for the agency's daily operations and supports the a5 team with managing customer accounts and communication with clients.

Before joining the a5 team, Andrea spent part of her early career in the nonprofit sector working and collaborating with various communities. During her work as an outreach communications coordinator, Andrea educated and advocated for the rights of tenants living in Illinois. Andrea has gained professional expertise while working with nonprofits and communities for over six years and is thrilled to use that experience and knowledge to further a5's mission and vision. Andrea is passionate about advocating and empowering those in underserved communities and is happy to work with a team that shares her dedication to the growth and advancement of all.

Andrea graduated from Kalamazoo College in 2018 with a double major in Anthropology Sociology and German studies.

6. Schedule

a5 is available to start immediately. Below is a preliminary one-year project plan. After outreach and engagement, and the development of a public relations plan and a marketing plan, a5 would execute according to the plan, and respond to issue-related PR developments as needed.

	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Project authorized / kickoff meeting												
Research, outreach & engagement												
Presentation of research & campaign platform												
Development of campaign creative												
Development of PR plan												
Development of marketing plan												
Development of social media plan												
Develop and maintain media list												
Launch campaign												
Design event identity and event promotional materials												
PR / Crisis communications												
Biweekly meetings with City staff												

7. Pricing of Services

a5 fees are based on a5's experience with similar projects, using a blended billing rate of \$150/hour.

For the scope of the work outlined in the RFP and this proposal, we anticipate 80 work hours per month (\$12,000 per month). While the allocation of hours would likely shift from month to month based on required work, we propose the following fee summary as the foundation:

Public Relations Services	\$8,000 per month
Design/Marketing Services	\$2,000 per month
Event Consultation	\$2,000 per month
Total a5 Fees	\$12,000 per month

8. References

David Valdez

Manager, Strategic Initiatives and Communications
Division of Operations
Hillsborough County Public Schools
813.272.4335
david.valdez@hcps.net

a5 is designing and creating a document for Hillsborough County Public Schools that lays out how to get to net zero energy usage. The 20-page document will provide the school district a clear, concise and compelling path forward.

Katie Schneider

Community Engagement and Marketing Supervisor
Village of Niles
847.588.8005
kds@vniles.com

a5 has helped the Village of Niles with marketing, communication and PR services related to resident retention and attraction. About six years ago, we created the Love Niles campaign, which is designed to attract and retain residents. The campaign mostly targets City of Chicago residents looking to move to the suburbs. In addition to a web site, social media and advertising, a5 recently booked the Niles mayor on WGN TV.

Aaron Bartels

Executive Vice President, Mixed-Use Development
Trinitas Ventures
312.615.2794
abartels@trinitas.ventures

a5 has worked with real estate developer Trinitas Ventures since 2017. We have helped with outreach, engagement and public relations for a number of projects, including mixed-use and residential developments, in Auburn, Alabama; Athens, Georgia; Cincinnati, Ohio and Lafayette, Indiana. Our work includes building relationships with the community, providing media relations and PR services and handling crisis communications.

8. References

Heather Maieritsch

Economic Development Manager
City of Crystal Lake, Illinois
815.356.3737
hmaieritsch@crystallake.org

a5 has worked with the City of Crystal Lake, Illinois for five years on economic development. The city of 40,000 is on the edge of the Chicago metro area. Crystal Lake boasts strong schools, excellent train service to Chicago and plenty of outdoor activities. a5 helped Crystal Lake craft a story to attract economic development, which includes local entrepreneur development and attraction of regional and national companies in retail, healthcare and manufacturing as well as housing developers. We created a campaign, Clearly Crystal Lake, which includes a web site, social media and public relations. The PR campaign includes coverage in Crain's Chicago Business, Nation's Restaurant News, Restaurant Business and BisNow. The City continues to see very strong growth across all sectors.

Mike Turner

Mayor
City of Woodstock
262.422.5663
maturner@ix.netcom.com

Located 47 miles northwest of Chicago, Woodstock is a charming, historic community with a real town square, an historic Opera House and plenty of shopping, nightlife and culture.

a5 was hired by a newly formed public/private group called Promote Woodstock to develop a tourism brand and advertising campaign. First, a5 conducted in-person and phone interviews, small group meetings and topic-oriented meetings with hundreds of members of the community. In addition, a5 organized an advisory council, which met twice annually, and coordinated connections with the business, education, arts and culture, tourism and government segments of Woodstock.

The campaign a5 developed, "Real Woodstock", crafts a story around authentic experiences and has increased tourism, aiding economic development and building a stronger sense of pride and community. The brand launched in 2016 in Woodstock and across the Midwest. It includes a web site, email, social media, video, radio and online advertising, posters, billboards and much more.

8. References

Mark Heydlauff

City Manager
City of Charlevoix, Michigan
231.547.3270
markh@charlevoix.mi.gov

a5 worked with the City of Charlevoix and its Chamber of Commerce, Visitors Bureau and Downtown Development Authority to create an umbrella brand for Charlevoix that could work for the municipality, economic development and tourism.

We conducted a robust engagement process that included:

- Meetings with organization staff and board members
- One-on-one interviews with key stakeholders
- “Business After Hours” discussion with the Chamber
- Public meetings
- Blind email survey to thousands around the Midwest

The resulting brand is classic yet contemporary, and reflective of what has long been known as “Charlevoix the Beautiful”. Because the research showed that stakeholders still liked the longstanding slogan, the new brand offers a nod to the past with an eye to the future: “Classic Beauty”.

The Charlevoix brand has been adopted by the other organizations and enables each to retain some individuality while working together to promote the community with one look, one voice and one goal. After the new brand was adopted, the City asked a5 to name and brand a new business district. The Ferry Beach District has its own name and graphic identity, yet it clearly feels like a Charlevoix brand.

Celeste Adams

CEO
Frank Lloyd Wright Trust
312.658.0858
cadams@flwright.org

Frank Lloyd Wright Trust plans to create a campus on the site of the Frank Lloyd Wright Home and Studio in Oak Park, Illinois. It will consist of the restoration and preservation of two buildings next door to Wright’s home in addition to building a contemporary 5,000 square foot learning center designed by renowned architect John Ronan. In 2019, the Trust revealed a development plan, which was roundly condemned.

For this new effort, a5 was hired to work with the community, local government and the media. We identified key audiences, developed messaging and began connecting with community, government and business leaders to explain the new plan. We met with city council members and held multiple sessions with neighbors and community groups. Due to the framework we created around the plan, it was met with praise and recently passed the Historic Preservation Commission. A carefully cultivated new story and social media effort has been positive, paving the way for implementation of the new plan.

9. Additional Forms

RFP NO. 24-0410100

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: a5 Group Inc. d/b/a/ a5 Branding & Digital

Address: 1 N LaSalle, Suite 4700

City, State, Zip: Chicago, IL 60602 Phone/Fax: 708.227.5313

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: Aug 2001 State in which Incorporated: Illinois

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: NA

5. Name and Title of Principal Officers

Date Elected:

John Harris, President

August 2001

Clarice Harris, Secretary

August 2001

6. The length of time in business: 23 years

7. The length of time (continuous) in business as a service organization in Florida:
20 years

8. A copy of County and/or Municipal Occupational License(s)
NA

RFP NO: 24-0410100

PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$12,000

Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 9th DAY OF April, 2024

BID SUBMITTED BY:

a5 Branding & Digital
Company

708.227.5313
Telephone Number

John Harris

Name of Person Authorized to Submit
Bid

Fax Number



jharris@a5inc.com

Signature

Email Address

Principal

Title

RFP 24-0410100

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

A handwritten signature in black ink, appearing to read "John Harris", written over a horizontal line.

Printed Name

John Harris

RFP 24-0410100

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by John Harris the
Principal _____ of a5 Branding & Digital (Name)

(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

April 9, 2024

Date


Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Manager
(Owner, Partner, Officer, Representative or Agent) of
- the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

Vanessa Schecker

Witness

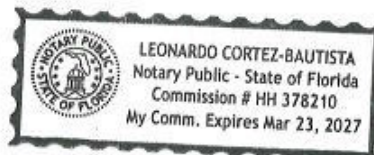
By: [Signature] [Signature]

Signature

[Signature] LC

Print Name and Title

Emerson Harris
Manager



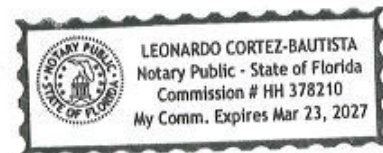
RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Emerson Harris
Title: Manager

State of Florida County of Hillsborough
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 8 day of April, 2024.
By Emerson Harris
Personally known _____ OR produced identification FL Driver License

[Signature]
Notary Public
My Commission Expires March 23, 2027



RFP 24-0410100

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

RFP 24-0410100

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: a5 Branding & Digital

Authorized Signature:  _____

Print Name: John Harris

Title: Principal

Date: April 9, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2024

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

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

PRODUCER  Martin Salvino 5159 W 111th St Alsip, IL 60803	CONTACT NAME: Martin Salvino PHONE (A/C, No, Ext): 708-422-0900 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25143
INSURED A5 Group Inc 1N LsSalle St Fl 47 Chicago, IL 60602		

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	ADD INSD	SUB WVD	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 ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-KD-G765-9	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 3,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 3,000,000						
							GENERAL AGGREGATE \$ 6,000,000
							PRODUCTS - COMP/OP AGG \$ 6,000,000
	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) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐ \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

- Transwestern Commercial Services Illinois, LLC, dba Transwestern and all of the respective partners, venturers, agents, representatives, servants, officers, directors, shareholders, employees, successors and assigns of same.
- Transwestern Commercial Services, LLC dba Transwestern and all of the respective partners, venturers, agents, representatives, servants, officers, directors, shareholders, employees, successors and assigns of same.
- BOF IL One North LaSalle, LLC and BOF Christiano One North LaSalle, LLC (tenants in common)
- KeyBank National Association, ISAOA, Mortgagee . Bridge Property Management, LLC

CERTIFICATE HOLDER**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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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RFP 24-0410100

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by John Harris the
Principal _____ of a5 Branding & Digital (Name)

(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

April 9, 2024

Date


Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Manager
(Owner, Partner, Officer, Representative or Agent) of
- the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

Vanessa Schecker

Witness

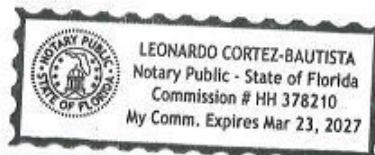
By: [Signature] [Signature]

Signature

[Signature] LC

Print Name and Title

Emerson Harris
Manager



9. Additional Forms

RFP NO. 24-0410100

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: a5 Group Inc. d/b/a/ a5 Branding & Digital

Address: 1 N LaSalle, Suite 4700

City, State, Zip: Chicago, IL 60602 Phone/Fax: 708.227.5313

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: Aug 2001 State in which Incorporated: Illinois

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: NA

5. Name and Title of Principal Officers

Date Elected:

John Harris, President

August 2001

Clarice Harris, Secretary

August 2001

6. The length of time in business: 23 years

7. The length of time (continuous) in business as a service organization in Florida:
20 years

8. A copy of County and/or Municipal Occupational License(s)
NA

RFP 24-0410100

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

A handwritten signature in black ink, appearing to read "John Harris", written over a horizontal line.

Printed Name John Harris

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) a5 Group Inc.	
	2 Business name/disregarded entity name, if different from above. DBA a5 Branding & Digital	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 1 N LA SALLE STREET SUITE 4700		Requester's name and address (optional)
6 City, state, and ZIP code CHICAGO, IL 60602		
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
3	6		-	4	4	7	1	5	1	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Clarice Harris

Date 04/09/24

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

OPA-LOCKA Proposal Public Relations & Marketing Consultant Services RFP# 24-0410100

Submitted to:
Office of the City Clerk
780 Fisherman St., 4th Floor
Opa-Locka, FL 33054

From:
Imagine Design & Marketing
9994 Sowder Village Square #816
Manassas, VA 20109
703-457-6846
Rebecca Barnes, CEO
April 10, 2024
www.ImagineDC.net
info@ImagineDC.net



TAB 1
3.2.2 TABLE OF CONTENTS

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TAB 2
 3.2.3 LETTER OF TRANSMISSION
 IMAGINE DESIGN & MARKETING
 9994 Sowder Village Square #816
 Manassas, VA 20109
 www.ImagineDC.net
 April 10, 2024

Office of the City Clerk
 780 Fisherman Street, 4th Floor
 Opa-Locka, FL 33054

Dear Ms. Flores:

Imagine Design & Marketing (Imagine) hereby presents the following proposal for Public Relations & Marketing Consultant Services on an as-needed and ongoing basis. Our team has the required experience in creating unique branding and identity for localities and memorable messaging through multiple media channels to communicate to targeted audiences and garner results. We are a full-service Public Relations and Marketing firm that has been providing this type of service for almost 20 years.

As you will see in our case studies and references, we have worked with municipalities and organizations to increase awareness of their community assets and projects, help them improve their reputations, and manage difficult situations with effective public relations. Our corporate ethos is grounded in integrity, trust, and respect for our clients and their communities.

We understand your Goals for this project to be:

- Increase awareness of the City's mission and goals to all community stakeholders,
- Inform the community about the City's plans and ongoing projects,
- Garner support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to potential issues affecting the City.

We have experience conducting Stakeholder Surveys, Crisis Management, Branding, Message Development and Delivery, Digital and Print Media Design and Placement, Media Cost negotiations and prioritizations, and event planning. We have designed and implemented Communication Campaigns for large groups of public and private stakeholders and have created Branding that increased awareness and positive perceptions of many of our clients, as you will see in our included Case Studies.

The Specific Tasks to be delivered in this Scope of Work will be:

- Creating a unique, memorable identity for the City of Opa-Locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tagline/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-Locka
- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Assist City with planning major events
- Established in 2004, Imagine has played a pivotal role in promoting cities, towns, and counties for nearly two decades.

We are devoted to being genuine partners to our clients, diligently working to advance their marketing and communications efforts. We have achieved our success because of how well we integrate with our clients. We look forward to the possibility of doing the same for Opa-Locka.

Thank you for considering us as a potential partner,

Rebecca Barnes

Rebecca Barnes, CEO
 IMAGINE DESIGN & MARKETING
 703-457-6846



TAB 3

3.2.4 GENERAL INFORMATION

3.2.4.1 Name of Business - Imagine Design & Marketing

3.2.4.2 Mailing Address and Phone Number. – 9994 Sowder Village Square #816, Manassas, VA 20109. 703-457-6846.

3.2.4.3 Rebecca Barnes, CEO. Email – info@imaginedc.net. Phone – 703-457-6846.

3.2.4.4 Normal business hours- 9 a.m. – 5 p.m. Monday – Friday.

3.2.4.5 We are a U. S. national 'C' Corporation with offices in Virginia and Florida

3.2.4.6 Imagine was incorporated in 2004 in Virginia.

3.2.4.7 Our Florida office is at 538 Burford Circle, Davenport, FL 33896, and we have two full-time staff members there.

3.2.4.8 Imagine Design & Marketing is a dba subsidiary of Prince William Living, Inc.

3.2.4.9 We submitted an application for a license to do business in the State of Florida, and it was received in Tallahassee, with Tracking Number #9505513915634080158682, and is pending. We will submit a copy of our license once we receive it.



TAB 4

3.2-5 PROJECT APPROACH - When outsourcing your Branding and Marketing to Imagine Design & Marketing, we'll meet with you to discuss your goals and learn about your organization, your community and your stakeholders. From there, we can build a strategy tailored to your needs and objectives. We work closely with our clients to make sure that our work reflects their vision, and that every tactic is tracked and optimized to get results.

Our approach has six Phases.

Phase One is Research & Strategy – It includes a Visitation Analysis, Community Insights, and Stakeholder Surveys.

Phase Two is Brand Development – Here we take the insights gained in Phase One and create a Visual Brand, Brand Messaging, and Guidelines for both.

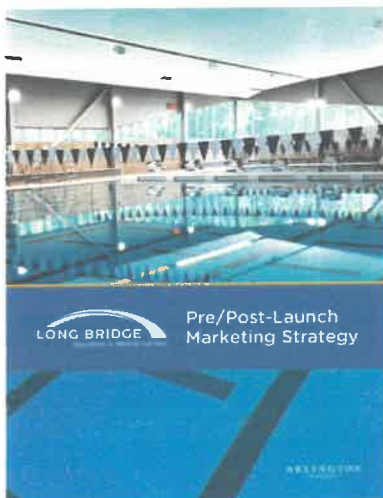
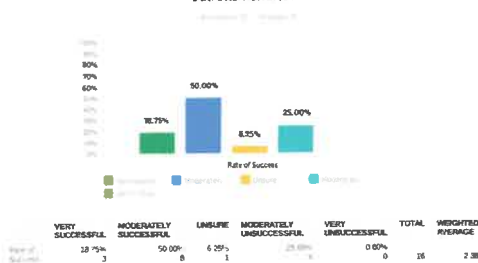
Phase Three involves creating Media and Public Relations Plans to include Press Releases, Media Kits, and distribution lists.

Phase Four consists of Campaign Strategy Development.

Phase Five is Creative Design for Ads and Marketing Collateral.

Phase Six is implementation of Social Media Campaigns, Search Engine Optimization and Analytics.

Q1 How would you rate the success of the City's overall marketing and outreach efforts?



TAB 5

3.2.6 EXPERIENCE & QUALIFICATIONS

3.2.6.1 We have been in business since 2004 - celebrating our 20th anniversary this year.

3.2.6.2 For the past five years, we have focused on Public Relations and Destination Marketing to promote awareness and increase the reputations of localities such as the Town of Occoquan and Historic Downtown Manassas in Virginia, Berkeley Springs, West Virginia, and attractions and amenities such as the Steins, Vines and Moonshine Trail in Prince William County, Massanutten Resort, and a new Toll Expressway in Virginia. Case Studies for these clients can be found on our website at: <https://imaginedc.net/marketing-campaigns/>.

3.2.6.3 Provide examples of marketing materials, press releases, etc., as described in the Scope of Services.



PRESS RELEASE

843 West Road
Manassas, VA 20108
703.547.9739 • Fax: 703.553.4943

For Immediate Release
Contact: (703) 547-9739

Old Town Manassas (Historic District) Reopens

Manassas, VA (2015)

Manassas, please! Beer, braving winds - and a few of the nightbirds you'll need to sleep for to get ready for the Occoquan River Festival in Old Town Manassas this Saturday, June 27, 2015. Historic Manassas, Inc. has announced the return of local artists' and musicians' to the historic district of Old Town during the annual Old Town Festival. The event is a celebration for the district. The festival is a celebration for the district. The festival is a celebration for the district.

To download the rules and regulations, and an off-car entry form, go to the event calendar at www.visitmanassas.com. Tickets must be purchased and delivered to the Historic Center (HCC) Main Street in Old Town in Manassas 20108. Tickets and family can view on their location in the street and on the website www.visitmanassas.com.

Historic Manassas Inc. is a non-profit organization chartered with the preservation and preservation of Old Town Manassas. Historic Old Town activities start on Friday, November 20th, at 6 PM. The event is a celebration for the district. The festival is a celebration for the district. The festival is a celebration for the district.

For further information on this release, please call 703.547.9739. For more complete information about Old Town, including events, maps, and photos, visit our website at www.visitmanassas.com.



3.2.6.4 Rebecca Barnes will serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. She will be available within 24 hours' notice by telephone to accomplish the following:

- Virtually attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases.

Rebecca Barnes, CEO

Rebecca has been a business owner in marketing and publications for more than 30 years. 15 of those years were as a publisher of a media outlet and as the Public Information Officer for a local fire Department. A past Chamber of Commerce Chairman and founder of Leadership Prince William, she understands how to bring people together to accomplish common goals. Rebecca is responsible for strategic planning for our agency and studied at Northern Virginia Community College and continued her education at George Mason University.

Connie Hutchinson, COO & CFO

Connie manages the daily operations for the agency. With 15 years in the tourism industry, and almost two decades serving as a local elected official in the Town of Herndon, VA., she has unique experience as it pertains to both agency culture, local government, budget management, and getting things done. Connie plays a crucial role in strategic guidance, operations management, media buying, contracts, and quality control for Imagine. She is a graduate of Virginia Computer College.

Alicia Hayden, Social Media Director

Alicia has been with Imagine for the past five years managing copy and posting for our clients' social media campaigns. She is a graduate of Arizona State University's Walter Cronkite School of Journalism and Mass Communication.

Amanda Bartenes, Graphic Designer

Amanda handles creative design for both print and digital media. She is a graduate of George Mason University with a degree in Graphic Design. Her design skills include Indesign, Illustrator, and Photoshop.



TAB 6

3.2.7 SCHEDULE

3.2.7.1 Each phase of our proposed approach is expected to take about two months.

3.2.7.2 We could be available to begin the project as of July 1, 2024.

3.2.7.3 Expected completion date for this initial project would be June 30, 2025 with a possibility of a one-year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the Opa-Locka City Commission and availability of annual appropriation.

TAB 7

3.2.8 PRICING - \$144,600.00.

3.2.8.1 Fee basis should be an all-inclusive, monthly fee. Monthly fee = \$12,050.00

TAB 8

3.2.9 REFERENCES –

3.2.9.1 Six organizations, mainly governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years.

Occoquan-Woodbridge-Lorton Volunteer Fire Department, Woodbridge VA

Former (Retired) Fire Chief Jim McAllister, 571-221-0528, Jmcallister@owlvfd.org

Rebecca Barnes has been the Public Information Officer for OWL VFD since 2010. She has handled on-site incident response public relations, including Television, radio, and newspaper interviews, press releases, and social media. Marketing for recruiting, public events and fundraisers, and communications with government officials, community VIPs, and the local Valor Awards.

Prince William County Office of Tourism, VA

Mark Kowalewski, 703-792-8423, Mkowalewski@pwgov.org. Two projects: Virginia by Rail campaign & Steins, Vines & Moonshine Trail. <https://imaginedc.net/portfolio/case-study-visit-prince-william/>

Town of Occoquan VA

Earnest Porta, Mayor, 703-491-1918, PORTAEWP@gmail.com, Logo and Web Development. <https://imaginedc.net/portfolio/authentic-occoquan/>

Travel Berkeley Springs, Inc., WV

Laura Smith, Secretary, 800-447-8797, tbs@berkeleysprings.com. Website Development and hosting, 1/1/2022- 12/31/2023. <https://imagined.net/portfolio/town-of-berkeley-springs/>

Historic Manassas, VA

Stacey Perry, Board Member, 703-686-4575, stacey@sinistralbrewingcompany.com, Logo, Web Development, Branding and Event Marketing. <https://imaginedc.net/portfolio/case-study-historic-manassas/>

I-66 Express Mobility Partners

Nancy Smith, Corporate Affairs Director,

571-524-1830, nsmith@i66express.us, Web Development, Social Media, Radio, Television, Digital and Print Advertising, Community Events, and PR.

<https://imaginedc.net/portfolio/66-express-lanes/> 1/1/2022-12/31/2023.



PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Prince William Living, Inc DBA Imagine Design & Marketing

Address 9994 Sowder Village Square #816

City, State, Zip: 20109 Phone/Fax: 703-457-6846.

2. Check One: Corporation (x) Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: 10/ 8/2010 State in which Incorporated: Virginia

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: pending

5. Name and Title of Principal Officers

Date Elected:

Rebecca Barnes President

10/8/2010

6. The length of time in business: 14 years7. The length of time (continuous) in business as a service organization in Florida:
2 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$12,050.00
Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10th DAY OF April, 2024

BID SUBMITTED BY:

Imagine Design & Marketing
Company

(321) 559-8795
Telephone Number

REBECCA BARNES
Name of Person Authorized to Submit
Bid

Fax Number

Rebecca Barnes

rebecca@imaginedc.net

Signature

Email Address

Rebecca Barnes
Title CEO

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Rebecca Barnes

Printed Name Rebecca Barnes

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by REBECCA BARNES the
(Name)
CEO of IMAGINE
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/23
Date

Rebecca Barnes
Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
the PROPOSER that has submitted the attached
-
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

M. Mark Stuel
Witness

Connie Hutchinson
Witness

By: Rebecca Barnes
Signature

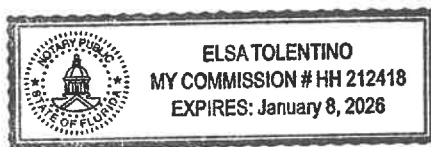
REBECCA BARNES CEO
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Rebecca BarnesTitle: REBECCA BARNES - CEOState of Florida County of OSCEOLAThe foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 10 day of April, 2024.By REBECCA BARNESPersonally known OR produced identification ✓

Notary Public

My Commission Expires January 8, 2026

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Prince William Living DBA Imagine Design & Creative

Authorized Signature: Rebecca Barnes

Print Name: Rebecca Barnes

Title: President

Date: 4/10/23

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2023

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

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

PRODUCER CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500	CONTACT NAME: SELECT BUSINESS UNIT PHONE (A/C, No, Ext): 301 777-1500 FAX (A/C, No): E-MAIL ADDRESS: CBIZSELECT@CBIZ.com																					
INSURED Imagine Design & Marketing Prince William Living Inc. DBA 9994 Sowder Village SQ # 816 Reston, VA 20190	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Hartford Underwriters Insurance Co.</td><td>30104</td></tr> <tr> <td colspan="2">INSURER B : Hartford Insurance Co. of Illinois</td><td>38288</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Hartford Underwriters Insurance Co.		30104	INSURER B : Hartford Insurance Co. of Illinois		38288	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			30SBMBB8ZU4	11/28/2023	11/28/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			30SBMBB8ZU4	11/28/2023	11/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	30WECBB90G7	11/28/2023	11/28/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Tech E&O			30SBMBB8ZU4	11/28/2023	11/28/2024	\$2,000,000 ea claim \$2,000,000 aggregate

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

The City of Falls Church, its Officers and Employees are Additional Insured per form SL30421018 and as included in Additional Insured Schedule on the Declarations Page, attached. This insurance is primary to all other coverage the City may possess.

CERTIFICATE HOLDER

CANCELLATION

The City of Falls Church, its
 Officers and Employees
 300 Park AVE
 Falls Church, VA 22046

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

CBIZ Insurance Services, Inc.

Cheri Bennett

OPA-LOCKA Proposal Public Relations & Marketing Consultant Services RFP# 24-0410100

Submitted to:
Office of the City Clerk
780 Fisherman St., 4th Floor
Opa-Locka, FL 33054

From:
Imagine Design & Marketing
9994 Sowder Village Square #816
Manassas, VA 20109
703-457-6846
Rebecca Barnes, CEO
April 10, 2024
www.ImagineDC.net
info@ImagineDC.net



TAB 1
3.2.2 TABLE OF CONTENTS

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TAB 2
 3.2.3 LETTER OF TRANSMISSION
 IMAGINE DESIGN & MARKETING
 9994 Sowder Village Square #816
 Manassas, VA 20109
 www.ImagineDC.net
 April 10, 2024

Office of the City Clerk
 780 Fisherman Street, 4th Floor
 Opa-Locka, FL 33054

Dear Ms. Flores:

Imagine Design & Marketing (Imagine) hereby presents the following proposal for Public Relations & Marketing Consultant Services on an as-needed and ongoing basis. Our team has the required experience in creating unique branding and identity for localities and memorable messaging through multiple media channels to communicate to targeted audiences and garner results. We are a full-service Public Relations and Marketing firm that has been providing this type of service for almost 20 years.

As you will see in our case studies and references, we have worked with municipalities and organizations to increase awareness of their community assets and projects, help them improve their reputations, and manage difficult situations with effective public relations. Our corporate ethos is grounded in integrity, trust, and respect for our clients and their communities.

We understand your Goals for this project to be:

- Increase awareness of the City's mission and goals to all community stakeholders,
- Inform the community about the City's plans and ongoing projects,
- Garner support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to potential issues affecting the City.

We have experience conducting Stakeholder Surveys, Crisis Management, Branding, Message Development and Delivery, Digital and Print Media Design and Placement, Media Cost negotiations and prioritizations, and event planning. We have designed and implemented Communication Campaigns for large groups of public and private stakeholders and have created Branding that increased awareness and positive perceptions of many of our clients, as you will see in our included Case Studies.

The Specific Tasks to be delivered in this Scope of Work will be:

- Creating a unique, memorable identity for the City of Opa-Locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tagline/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-Locka
- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Assist City with planning major events
- Established in 2004, Imagine has played a pivotal role in promoting cities, towns, and counties for nearly two decades.

We are devoted to being genuine partners to our clients, diligently working to advance their marketing and communications efforts. We have achieved our success because of how well we integrate with our clients. We look forward to the possibility of doing the same for Opa-Locka.

Thank you for considering us as a potential partner,

Rebecca Barnes

Rebecca Barnes, CEO
 IMAGINE DESIGN & MARKETING
 703-457-6846



TAB 3

3.2.4 GENERAL INFORMATION

3.2.4.1 Name of Business - Imagine Design & Marketing

3.2.4.2 Mailing Address and Phone Number. – 9994 Sowder Village Square #816, Manassas, VA 20109. 703-457-6846.

3.2.4.3 Rebecca Barnes, CEO. Email – info@imaginedc.net. Phone – 703-457-6846.

3.2.4.4 Normal business hours- 9 a.m. – 5 p.m. Monday – Friday.

3.2.4.5 We are a U. S. national 'C' Corporation with offices in Virginia and Florida

3.2.4.6 Imagine was incorporated in 2004 in Virginia.

3.2.4.7 Our Florida office is at 538 Burford Circle, Davenport, FL 33896, and we have two full-time staff members there.

3.2.4.8 Imagine Design & Marketing is a dba subsidiary of Prince William Living, Inc.

3.2.4.9 We submitted an application for a license to do business in the State of Florida, and it was received in Tallahassee, with Tracking Number #9505513915634080158682, and is pending. We will submit a copy of our license once we receive it.



TAB 4

3.2-5 PROJECT APPROACH - When outsourcing your Branding and Marketing to Imagine Design & Marketing, we'll meet with you to discuss your goals and learn about your organization, your community and your stakeholders. From there, we can build a strategy tailored to your needs and objectives. We work closely with our clients to make sure that our work reflects their vision, and that every tactic is tracked and optimized to get results.

Our approach has six Phases.

Phase One is Research & Strategy – It includes a Visitation Analysis, Community Insights, and Stakeholder Surveys.

Phase Two is Brand Development – Here we take the insights gained in Phase One and create a Visual Brand, Brand Messaging, and Guidelines for both.

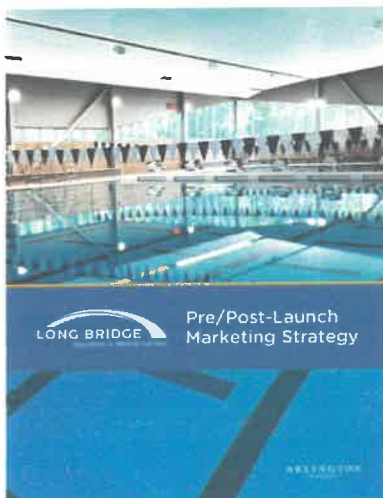
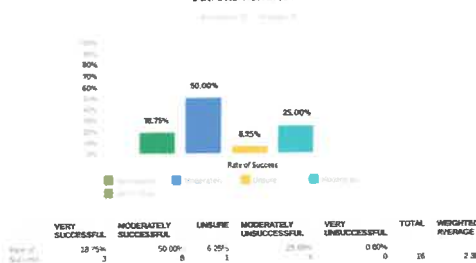
Phase Three involves creating Media and Public Relations Plans to include Press Releases, Media Kits, and distribution lists.

Phase Four consists of Campaign Strategy Development.

Phase Five is Creative Design for Ads and Marketing Collateral.

Phase Six is implementation of Social Media Campaigns, Search Engine Optimization and Analytics.

Q1 How would you rate the success of the City's overall marketing and outreach efforts?

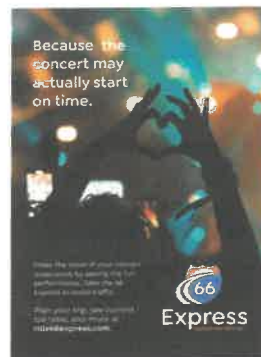


3.2.6 EXPERIENCE & QUALIFICATIONS

3.2.6.1 We have been in business since 2004 - celebrating our 20th anniversary this year.

3.2.6.2 For the past five years, we have focused on Public Relations and Destination Marketing to promote awareness and increase the reputations of localities such as the Town of Occoquan and Historic Downtown Manassas in Virginia, Berkeley Springs, West Virginia, and attractions and amenities such as the Steins, Vines and Moonshine Trail in Prince William County, Massanutten Resort, and a new Toll Expressway in Virginia. Case Studies for these clients can be found on our website at: <https://imaginedc.net/marketing-campaigns/>.

3.2.6.3 Provide examples of marketing materials, press releases, etc., as described in the Scope of Services.



3411 West Street
New York, NY 10018
Tel 212-512-8730 & fax 212-512-4562

For more information, visit www.pearsoncmg.com

Monroe, VA 22061

Meanwhile, ginger, flower-basking jades will find a few of the ingredients you'll need to show for it get ready for the Gingerbread House Contest in Old Town Manhattan this holiday season. For 22 years now, Historic Milestones, Inc. has welcomed the talents of local architects "architects" in the shop windows of Old Town during the annual Merry Old Town Festival. The model houses are reminiscent for their efforts. The public is invited to view the various structures and vote on them in the shops and cafes. An adult and child category this year will have a first place prize of a \$100.00 Old Town Gift Card. Second prize would also earn a \$75.00 card, and third place takes a \$50.00 card.

To download the rules and regulations, and an official ballot form, go to the event calendar at the YHJ website: www.yhjc.org/2010-11-01. Ballots must be completed and delivered to the Western Center (3432 West Street) in Old Town by November 22nd, and friends and family can vote on their favorites in the show, and at the website beginning November 23rd.

[illegible]

For further information on this release, please call 800.841.0009. For more complete information about OGE Trusts, including events, shopping, and more, visit our website at www.ogetrusts.com



IMAGINE

3.2.6.4 Rebecca Barnes will serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. She will be available within 24 hours' notice by telephone to accomplish the following:

- Virtually attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases.

Rebecca Barnes, CEO

Rebecca has been a business owner in marketing and publications for more than 30 years. 15 of those years were as a publisher of a media outlet and as the Public Information Officer for a local fire Department. A past Chamber of Commerce Chairman and founder of Leadership Prince William, she understands how to bring people together to accomplish common goals. Rebecca is responsible for strategic planning for our agency and studied at Northern Virginia Community College and continued her education at George Mason University.

Connie Hutchinson, COO & CFO

Connie manages the daily operations for the agency. With 15 years in the tourism industry, and almost two decades serving as a local elected official in the Town of Herndon, VA., she has unique experience as it pertains to both agency culture, local government, budget management, and getting things done. Connie plays a crucial role in strategic guidance, operations management, media buying, contracts, and quality control for Imagine. She is a graduate of Virginia Computer College.

Alicia Hayden, Social Media Director

Alicia has been with Imagine for the past five years managing copy and posting for our clients' social media campaigns. She is a graduate of Arizona State University's Walter Cronkite School of Journalism and Mass Communication.

Amanda Bartenes, Graphic Designer

Amanda handles creative design for both print and digital media. She is a graduate of George Mason University with a degree in Graphic Design. Her design skills include Indesign, Illustrator, and Photoshop.



TAB 6

3.2.7 SCHEDULE

3.2.7.1 Each phase of our proposed approach is expected to take about two months.

3.2.7.2 We could be available to begin the project as of July 1, 2024.

3.2.7.3 Expected completion date for this initial project would be June 30, 2025 with a possibility of a one-year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the Opa-Locka City Commission and availability of annual appropriation.

TAB 7

3.2.8 PRICING - \$144,600.00.

3.2.8.1 Fee basis should be an all-inclusive, monthly fee. Monthly fee = \$12,050.00

TAB 8

3.2.9 REFERENCES –

3.2.9.1 Six organizations, mainly governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years.

Occoquan-Woodbridge-Lorton Volunteer Fire Department, Woodbridge VA

Former (Retired) Fire Chief Jim McAllister, 571-221-0528, Jmcallister@owlvfd.org

Rebecca Barnes has been the Public Information Officer for OWL VFD since 2010. She has handled on-site incident response public relations, including Television, radio, and newspaper interviews, press releases, and social media. Marketing for recruiting, public events and fundraisers, and communications with government officials, community VIPs, and the local Valor Awards.

Prince William County Office of Tourism, VA

Mark Kowalewski, 703-792-8423, Mkowalewski@pwgov.org. Two projects: Virginia by Rail campaign & Steins, Vines & Moonshine Trail. <https://imaginedc.net/portfolio/case-study-visit-prince-william/>

Town of Occoquan VA

Earnest Porta, Mayor, 703-491-1918, PORTAEWP@gmail.com, Logo and Web Development. <https://imaginedc.net/portfolio/authentic-occoquan/>

Travel Berkeley Springs, Inc., WV

Laura Smith, Secretary, 800-447-8797, tbs@berkeleysprings.com. Website Development and hosting, 1/1/2022- 12/31/2023. <https://imagined.net/portfolio/town-of-berkeley-springs/>

Historic Manassas, VA

Stacey Perry, Board Member, 703-686-4575, stacey@sinistralbrewingcompany.com, Logo, Web Development, Branding and Event Marketing. <https://imaginedc.net/portfolio/case-study-historic-manassas/>

I-66 Express Mobility Partners

Nancy Smith, Corporate Affairs Director,

571-524-1830, nsmith@i66express.us, Web Development, Social Media, Radio, Television, Digital and Print Advertising, Community Events, and PR.

<https://imaginedc.net/portfolio/66-express-lanes/> 1/1/2022-12/31/2023.



PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Prince William Living, Inc DBA Imagine Design & Marketing

Address 9994 Sowder Village Square #816

City, State, Zip: 20109 Phone/Fax: 703-457-6846.

2. Check One: Corporation (x) Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: 10/ 8/2010 State in which Incorporated: Virginia

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: pending

5. Name and Title of Principal Officers

Date Elected:

Rebecca Barnes President

10/8/2010

6. The length of time in business: 14 years7. The length of time (continuous) in business as a service organization in Florida:
2 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$12,050.00
Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10th DAY OF April, 2024

BID SUBMITTED BY:

Imagine Design & Marketing
Company

(321) 559-8795
Telephone Number

REBECCA BARNES
Name of Person Authorized to Submit
Bid

Fax Number

Rebecca Barnes

rebecca@imaginedc.net

Signature

Email Address

Rebecca Barnes
Title CEO

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Rebecca Barnes

Printed Name Rebecca Barnes

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by REBECCA BARNES the
(Name)
CEO of IMAGINE
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/23
Date

Rebecca Barnes
Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
the PROPOSER that has submitted the attached
-
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

M. Mark Stuel
Witness

Connie Hutchinson
Witness

By: Rebecca Barnes
Signature

REBECCA BARNES CEO
Print Name and Title

RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Rebecca Barnes

Title: REBECCA BARNES - CEO

State of Florida County of OSCEOLA
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online
notarizations this 10 day of April, 2024.

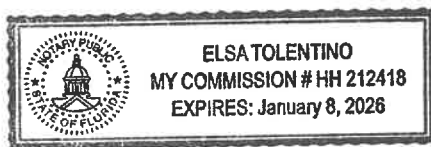
By REBECCA BARNES

Personally known _____ OR produced identification ✓

[Signature]

Notary Public

My Commission Expires January 8, 2026



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Prince William Living DBA Imagine Design & Creative

Authorized Signature: Rebecca Barnes

Print Name: Rebecca Barnes

Title: President

Date: 4/10/23

OPA-LOCKA Proposal Public Relations & Marketing Consultant Services RFP# 24-0410100

Submitted to:
Office of the City Clerk
780 Fisherman St., 4th Floor
Opa-Locka, FL 33054

From:
Imagine Design & Marketing
9994 Sowder Village Square #816
Manassas, VA 20109
703-457-6846
Rebecca Barnes, CEO
April 10, 2024
www.ImagineDC.net
info@ImagineDC.net



TAB 1
3.2.2 TABLE OF CONTENTS

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TAB 2
 3.2.3 LETTER OF TRANSMISSION
 IMAGINE DESIGN & MARKETING
 9994 Sowder Village Square #816
 Manassas, VA 20109
 www.ImagineDC.net
 April 10, 2024

Office of the City Clerk
 780 Fisherman Street, 4th Floor
 Opa-Locka, FL 33054

Dear Ms. Flores:

Imagine Design & Marketing (Imagine) hereby presents the following proposal for Public Relations & Marketing Consultant Services on an as-needed and ongoing basis. Our team has the required experience in creating unique branding and identity for localities and memorable messaging through multiple media channels to communicate to targeted audiences and garner results. We are a full-service Public Relations and Marketing firm that has been providing this type of service for almost 20 years.

As you will see in our case studies and references, we have worked with municipalities and organizations to increase awareness of their community assets and projects, help them improve their reputations, and manage difficult situations with effective public relations. Our corporate ethos is grounded in integrity, trust, and respect for our clients and their communities.

We understand your Goals for this project to be:

- Increase awareness of the City's mission and goals to all community stakeholders,
- Inform the community about the City's plans and ongoing projects,
- Garner support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to potential issues affecting the City.

We have experience conducting Stakeholder Surveys, Crisis Management, Branding, Message Development and Delivery, Digital and Print Media Design and Placement, Media Cost negotiations and prioritizations, and event planning. We have designed and implemented Communication Campaigns for large groups of public and private stakeholders and have created Branding that increased awareness and positive perceptions of many of our clients, as you will see in our included Case Studies.

The Specific Tasks to be delivered in this Scope of Work will be:

- Creating a unique, memorable identity for the City of Opa-Locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tagline/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-Locka
- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Assist City with planning major events
- Established in 2004, Imagine has played a pivotal role in promoting cities, towns, and counties for nearly two decades.

We are devoted to being genuine partners to our clients, diligently working to advance their marketing and communications efforts. We have achieved our success because of how well we integrate with our clients. We look forward to the possibility of doing the same for Opa-Locka.

Thank you for considering us as a potential partner,

Rebecca Barnes

Rebecca Barnes, CEO
 IMAGINE DESIGN & MARKETING
 703-457-6846



TAB 3

3.2.4 GENERAL INFORMATION

3.2.4.1 Name of Business - Imagine Design & Marketing

3.2.4.2 Mailing Address and Phone Number. – 9994 Sowder Village Square #816, Manassas, VA 20109. 703-457-6846.

3.2.4.3 Rebecca Barnes, CEO. Email – info@imaginedc.net. Phone – 703-457-6846.

3.2.4.4 Normal business hours- 9 a.m. – 5 p.m. Monday – Friday.

3.2.4.5 We are a U. S. national 'C' Corporation with offices in Virginia and Florida

3.2.4.6 Imagine was incorporated in 2004 in Virginia.

3.2.4.7 Our Florida office is at 538 Burford Circle, Davenport, FL 33896, and we have two full-time staff members there.

3.2.4.8 Imagine Design & Marketing is a dba subsidiary of Prince William Living, Inc.

3.2.4.9 We submitted an application for a license to do business in the State of Florida, and it was received in Tallahassee, with Tracking Number #9505513915634080158682, and is pending. We will submit a copy of our license once we receive it.



TAB 4

3.2.5 PROJECT APPROACH - When outsourcing your Branding and Marketing to Imagine Design & Marketing, we'll meet with you to discuss your goals and learn about your organization, your community and your stakeholders. From there, we can build a strategy tailored to your needs and objectives. We work closely with our clients to make sure that our work reflects their vision, and that every tactic is tracked and optimized to get results.

Our approach has six Phases.

Phase One is Research & Strategy – It includes a Visitation Analysis, Community Insights, and Stakeholder Surveys.

Phase Two is Brand Development – Here we take the insights gained in Phase One and create a Visual Brand, Brand Messaging, and Guidelines for both.

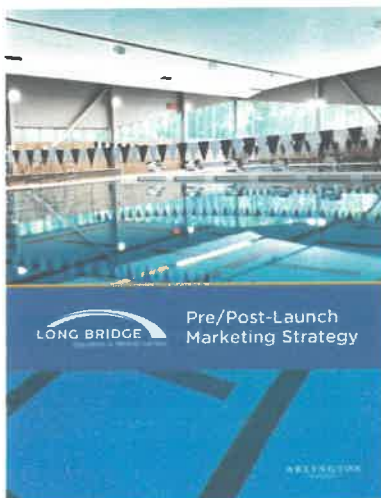
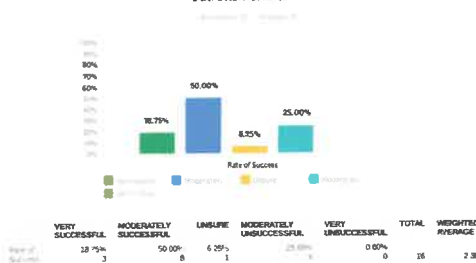
Phase Three involves creating Media and Public Relations Plans to include Press Releases, Media Kits, and distribution lists.

Phase Four consists of Campaign Strategy Development.

Phase Five is Creative Design for Ads and Marketing Collateral.

Phase Six is implementation of Social Media Campaigns, Search Engine Optimization and Analytics.

Q1 How would you rate the success of the City's overall marketing and outreach efforts?



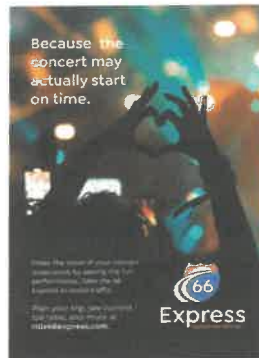
TAB 5

3.2.6 EXPERIENCE & QUALIFICATIONS

3.2.6.1 We have been in business since 2004 - celebrating our 20th anniversary this year.

3.2.6.2 For the past five years, we have focused on Public Relations and Destination Marketing to promote awareness and increase the reputations of localities such as the Town of Occoquan and Historic Downtown Manassas in Virginia, Berkeley Springs, West Virginia, and attractions and amenities such as the Steins, Vines and Moonshine Trail in Prince William County, Massanutten Resort, and a new Toll Expressway in Virginia. Case Studies for these clients can be found on our website at: <https://imaginedc.net/marketing-campaigns/>.

3.2.6.3 Provide examples of marketing materials, press releases, etc., as described in the Scope of Services.



PRESS RELEASE

843 West Road
Manassas, VA 20108
703.547.9739 • Fax: 703.551.0903

For Immediate Release
Contact: (703) 547-9739

Old Town Manassas (Historic District) Closed Again

Manassas, VA 20108

Manassas, please! Beer, dining, and a few of the nightbirds you'll need to sleep for to get ready for the Occoquan River Festival in Old Town Manassas this Friday, November 10th, at 6 PM. We'll be arriving at the Old Town Manassas, and music for the nightbirds of the Occoquan River. Afterward, there will be beer and food at the Harris Pavilion. On Saturday, December 12th, 2015, the 47th Annual Greater Manassas Christmas Parade will start at 10:00 AM and 12:00 PM. Featuring marching bands, costumed characters and over 2000 participants, including Santa. On Sunday, December 13th, 2015, the residents of Old Town will hold their Annual Open House. It's right in the heart of the town, you can take a paper down carriage ride through the streets of Old Town, shops, and more at your favorite Georgetown House!

To download the rules and regulations, and an off-car entry form, go to the event calendar at www.visitmanassas.org. Tickets must be purchased and delivered to the Harris Pavilion (Harris Pavilion) in Old Town in November 11th, and friends and family can view on their favorite in the street, and on the website www.visitmanassas.org.

Historic Manassas Inc. is a non-profit organization chartered with the preservation and preservation of Old Town Manassas. Historic Old Town activities start on Friday, November 10th, at 6 PM. We'll be arriving at the Old Town Manassas, and music for the nightbirds of the Occoquan River. Afterward, there will be beer and food at the Harris Pavilion. On Saturday, December 12th, 2015, the 47th Annual Greater Manassas Christmas Parade will start at 10:00 AM and 12:00 PM. Featuring marching bands, costumed characters and over 2000 participants, including Santa. On Sunday, December 13th, 2015, the residents of Old Town will hold their Annual Open House. It's right in the heart of the town, you can take a paper down carriage ride through the streets of Old Town, shops, and more at your favorite Georgetown House!

For further information on this release, please call 703.547.9739. For more complete information about Old Town, including events, shopping, and dining, visit our website at www.visitmanassas.org.



3.2.6.4 Rebecca Barnes will serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. She will be available within 24 hours' notice by telephone to accomplish the following:

- Virtually attend meetings
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- Draft and release press releases.

Rebecca Barnes, CEO

Rebecca has been a business owner in marketing and publications for more than 30 years. 15 of those years were as a publisher of a media outlet and as the Public Information Officer for a local fire Department. A past Chamber of Commerce Chairman and founder of Leadership Prince William, she understands how to bring people together to accomplish common goals. Rebecca is responsible for strategic planning for our agency and studied at Northern Virginia Community College and continued her education at George Mason University.

Connie Hutchinson, COO & CFO

Connie manages the daily operations for the agency. With 15 years in the tourism industry, and almost two decades serving as a local elected official in the Town of Herndon, VA., she has unique experience as it pertains to both agency culture, local government, budget management, and getting things done. Connie plays a crucial role in strategic guidance, operations management, media buying, contracts, and quality control for Imagine. She is a graduate of Virginia Computer College.

Alicia Hayden, Social Media Director

Alicia has been with Imagine for the past five years managing copy and posting for our clients' social media campaigns. She is a graduate of Arizona State University's Walter Cronkite School of Journalism and Mass Communication.

Amanda Bartenes, Graphic Designer

Amanda handles creative design for both print and digital media. She is a graduate of George Mason University with a degree in Graphic Design. Her design skills include Indesign, Illustrator, and Photoshop.



TAB 6

3.2.7 SCHEDULE

3.2.7.1 Each phase of our proposed approach is expected to take about two months.

3.2.7.2 We could be available to begin the project as of July 1, 2024.

3.2.7.3 Expected completion date for this initial project would be June 30, 2025 with a possibility of a one-year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the Opa-Locka City Commission and availability of annual appropriation.

TAB 7

3.2.8 PRICING - \$144,600.00.

3.2.8.1 Fee basis should be an all-inclusive, monthly fee. Monthly fee = \$12,050.00

TAB 8

3.2.9 REFERENCES –

3.2.9.1 Six organizations, mainly governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years.

Occoquan-Woodbridge-Lorton Volunteer Fire Department, Woodbridge VA

Former (Retired) Fire Chief Jim McAllister, 571-221-0528, Jmcallister@owlvfd.org

Rebecca Barnes has been the Public Information Officer for OWL VFD since 2010. She has handled on-site incident response public relations, including Television, radio, and newspaper interviews, press releases, and social media. Marketing for recruiting, public events and fundraisers, and communications with government officials, community VIPs, and the local Valor Awards.

Prince William County Office of Tourism, VA

Mark Kowalewski, 703-792-8423, Mkowalewski@pwgov.org. Two projects: Virginia by Rail campaign & Steins, Vines & Moonshine Trail. <https://imaginedc.net/portfolio/case-study-visit-prince-william/>

Town of Occoquan VA

Earnest Porta, Mayor, 703-491-1918, PORTAEWP@gmail.com, Logo and Web Development. <https://imaginedc.net/portfolio/authentic-occoquan/>

Travel Berkeley Springs, Inc., WV

Laura Smith, Secretary, 800-447-8797, tbs@berkeleysprings.com. Website Development and hosting, 1/1/2022- 12/31/2023. <https://imaginedc.net/portfolio/town-of-berkeley-springs/>

Historic Manassas, VA

Stacey Perry, Board Member, 703-686-4575, stacey@sinistralbrewingcompany.com, Logo, Web Development, Branding and Event Marketing. <https://imaginedc.net/portfolio/case-study-historic-manassas/>

I-66 Express Mobility Partners

Nancy Smith, Corporate Affairs Director,

571-524-1830, nsmith@i66express.us, Web Development, Social Media, Radio, Television, Digital and Print Advertising, Community Events, and PR.

<https://imaginedc.net/portfolio/66-express-lanes/> 1/1/2022-12/31/2023.



PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Prince William Living, Inc DBA Imagine Design & Marketing

Address 9994 Sowder Village Square #816

City, State, Zip: 20109 Phone/Fax: 703-457-6846.

2. Check One: Corporation (x) Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: 10/ 8/2010 State in which Incorporated: Virginia

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: pending

5. Name and Title of Principal Officers

Date Elected:

Rebecca Barnes President

10/8/2010

6. The length of time in business: 14 years7. The length of time (continuous) in business as a service organization in Florida:
2 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$12,050.00
Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10th DAY OF April, 2024

BID SUBMITTED BY:

Imagine Design & Marketing
Company

(321) 559-8795
Telephone Number

REBECCA BARNES
Name of Person Authorized to Submit
Bid

Fax Number

Rebecca Barnes

rebecca@imaginedc.net

Signature

Email Address

Rebecca Barnes
Title CEO

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Rebecca Barnes

Printed Name Rebecca Barnes

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by REBECCA BARNES the
(Name)
CEO of IMAGINE
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/23
Date

Rebecca Barnes
Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
the PROPOSER that has submitted the attached
-
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

M. Mark Stuel
Witness

Connie Hutchinson
Witness

By: Rebecca Barnes
Signature

REBECCA BARNES CEO
Print Name and Title

RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Rebecca Barnes

Title: REBECCA BARNES CEO

State of Florida County of OSCEOLA
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online
notarizations this 10 day of April, 2024.

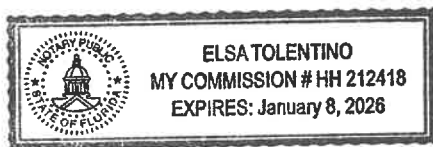
By REBECCA BARNES

Personally known OR produced identification ✓

[Signature]

Notary Public

My Commission Expires January 8, 2026



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Prince William Living DBA Imagine Design & Creative

Authorized Signature: Rebecca Barnes

Print Name: Rebecca Barnes

Title: President

Date: 4/10/23

OPA-LOCKA Proposal Public Relations & Marketing Consultant Services RFP# 24-0410100

Submitted to:
Office of the City Clerk
780 Fisherman St., 4th Floor
Opa-Locka, FL 33054

From:
Imagine Design & Marketing
9994 Sowder Village Square #816
Manassas, VA 20109
703-457-6846
Rebecca Barnes, CEO
April 10, 2024
www.ImagineDC.net
info@ImagineDC.net



TAB 1
3.2.2 TABLE OF CONTENTS

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TAB 2
 3.2.3 LETTER OF TRANSMISSION
 IMAGINE DESIGN & MARKETING
 9994 Sowder Village Square #816
 Manassas, VA 20109
 www.ImagineDC.net
 April 10, 2024

Office of the City Clerk
 780 Fisherman Street, 4th Floor
 Opa-Locka, FL 33054

Dear Ms. Flores:

Imagine Design & Marketing (Imagine) hereby presents the following proposal for Public Relations & Marketing Consultant Services on an as-needed and ongoing basis. Our team has the required experience in creating unique branding and identity for localities and memorable messaging through multiple media channels to communicate to targeted audiences and garner results. We are a full-service Public Relations and Marketing firm that has been providing this type of service for almost 20 years.

As you will see in our case studies and references, we have worked with municipalities and organizations to increase awareness of their community assets and projects, help them improve their reputations, and manage difficult situations with effective public relations. Our corporate ethos is grounded in integrity, trust, and respect for our clients and their communities.

We understand your Goals for this project to be:

- Increase awareness of the City's mission and goals to all community stakeholders,
- Inform the community about the City's plans and ongoing projects,
- Garner support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to potential issues affecting the City.

We have experience conducting Stakeholder Surveys, Crisis Management, Branding, Message Development and Delivery, Digital and Print Media Design and Placement, Media Cost negotiations and prioritizations, and event planning. We have designed and implemented Communication Campaigns for large groups of public and private stakeholders and have created Branding that increased awareness and positive perceptions of many of our clients, as you will see in our included Case Studies.

The Specific Tasks to be delivered in this Scope of Work will be:

- Creating a unique, memorable identity for the City of Opa-Locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tagline/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-Locka
- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Assist City with planning major events
- Established in 2004, Imagine has played a pivotal role in promoting cities, towns, and counties for nearly two decades.

We are devoted to being genuine partners to our clients, diligently working to advance their marketing and communications efforts. We have achieved our success because of how well we integrate with our clients. We look forward to the possibility of doing the same for Opa-Locka.

Thank you for considering us as a potential partner,

Rebecca Barnes

Rebecca Barnes, CEO
 IMAGINE DESIGN & MARKETING
 703-457-6846



TAB 3

3.2.4 GENERAL INFORMATION

3.2.4.1 Name of Business - Imagine Design & Marketing

3.2.4.2 Mailing Address and Phone Number. – 9994 Sowder Village Square #816, Manassas, VA 20109. 703-457-6846.

3.2.4.3 Rebecca Barnes, CEO. Email – info@imaginedc.net. Phone – 703-457-6846.

3.2.4.4 Normal business hours- 9 a.m. – 5 p.m. Monday – Friday.

3.2.4.5 We are a U. S. national 'C' Corporation with offices in Virginia and Florida

3.2.4.6 Imagine was incorporated in 2004 in Virginia.

3.2.4.7 Our Florida office is at 538 Burford Circle, Davenport, FL 33896, and we have two full-time staff members there.

3.2.4.8 Imagine Design & Marketing is a dba subsidiary of Prince William Living, Inc.

3.2.4.9 We submitted an application for a license to do business in the State of Florida, and it was received in Tallahassee, with Tracking Number #9505513915634080158682, and is pending. We will submit a copy of our license once we receive it.



TAB 4

3.2.5 PROJECT APPROACH - When outsourcing your Branding and Marketing to Imagine Design & Marketing, we'll meet with you to discuss your goals and learn about your organization, your community and your stakeholders. From there, we can build a strategy tailored to your needs and objectives. We work closely with our clients to make sure that our work reflects their vision, and that every tactic is tracked and optimized to get results.

Our approach has six Phases.

Phase One is Research & Strategy – It includes a Visitation Analysis, Community Insights, and Stakeholder Surveys.

Phase Two is Brand Development – Here we take the insights gained in Phase One and create a Visual Brand, Brand Messaging, and Guidelines for both.

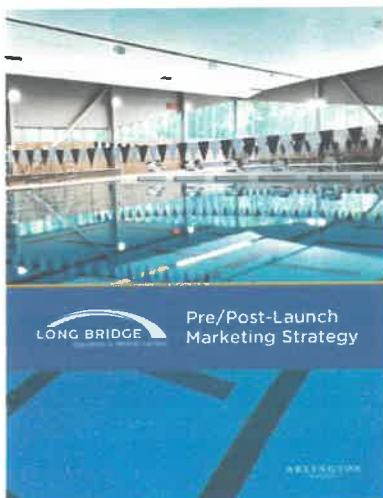
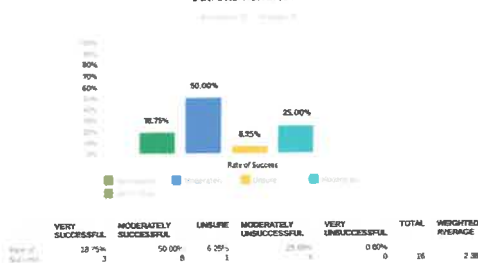
Phase Three involves creating Media and Public Relations Plans to include Press Releases, Media Kits, and distribution lists.

Phase Four consists of Campaign Strategy Development.

Phase Five is Creative Design for Ads and Marketing Collateral.

Phase Six is implementation of Social Media Campaigns, Search Engine Optimization and Analytics.

Q1 How would you rate the success of the City's overall marketing and outreach efforts?



3.2.6 EXPERIENCE & QUALIFICATIONS

3.2.6 EXPERIENCE & QUALIFICATIONS

3.2.6.1 We have been in business since 2004 - celebrating our 20th anniversary this year.

3.2.6.2 For the past five years, we have focused on Public Relations and Destination Marketing to promote awareness and increase the reputations of localities such as the Town of Occoquan and Historic Downtown Manassas in Virginia, Berkeley Springs, West Virginia, and attractions and amenities such as the Steins, Vines and Moonshine Trail in Prince William County, Massanutten Resort, and a new Toll Expressway in Virginia. Case Studies for these clients can be found on our website at: <https://imaginedc.net/marketing-campaigns/>.

3.2.6.3 Provide examples of marketing materials, press releases, etc., as described in the Scope of Services.

**PRESS RELEASE**

3011 West Street
New York, NY 10110
Tel 212-877-8130 & fax 783 333 4562

For Immediate Release

6/10/2012, 10:21 AM

Meatless, ginger, New Year's cake - just a few of the ingredients you'll need to sleep for to get ready for the Gyeongju Winter Culture in Old Town Museum's holiday season. For 23 years now, Historic Gyeongju has long captured the hearts of local residents' architects in the shop windows of Old Town during the annual Merry Old Town Festival. The most creative and rewarding for their efforts. The public is invited to view the various displays and use as their in the shops and cafes. An adult and child category will have a first place prize of \$1,000.00 and 1 year 6% Card. Second place prize will have a \$75.00 card, and third place will have a \$50.00 card.

To download the rules and regulations, and an official entry form, go to the website www.westerncenter.org in the 11th sidebar. www.westerncenter.org Before November 14th, 2009, horses must be confirmed and delivered to the Western Center (3432 West Street) in Old Town, November 21st, and friends and family can vote on their favorites in the show and on the website beginning November 22nd.

Holcom Malaysia Inc. is a real estate organisation charged with the promotion and presentation of Old Town Malaysia. Many Old Town activities start at Friday November 30th at 10 PM via SMTA arriving on the VTR, along with cost, entertainment on the river and start for the magical lighting of the Christmas tree. Afterward, there will be lectures and ice skating at the Raffles Pavilion. On Saturday, December 1st, at 10 PM, the 6 PM, Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Sunday, December 2nd, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Monday, December 3rd, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Tuesday, December 4th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Wednesday, December 5th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Thursday, December 6th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Friday, December 7th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Saturday, December 8th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Sunday, December 9th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Monday, December 10th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Tuesday, December 11th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Wednesday, December 12th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Thursday, December 13th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Friday, December 14th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Saturday, December 15th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Sunday, December 16th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Monday, December 17th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Tuesday, December 18th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Wednesday, December 19th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Thursday, December 20th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Friday, December 21st, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Saturday, December 22nd, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Sunday, December 23rd, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Monday, December 24th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Tuesday, December 25th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Wednesday, December 26th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Thursday, December 27th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Friday, December 28th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Saturday, December 29th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion. On Sunday, December 30th, at 10 PM, the Kuala Lumpur Christmas Festival will be held at the Raffles Pavilion.

For further information on this release, please call 703.561.0009. For more complete information about CNE Tours, including events, shopping, and dining, visit our website at www.cnetours.com.



IMAGINE

3.2.6.4 Rebecca Barnes will serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. She will be available within 24 hours' notice by telephone to accomplish the following:

- Virtually attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases.

Rebecca Barnes, CEO

Rebecca has been a business owner in marketing and publications for more than 30 years. 15 of those years were as a publisher of a media outlet and as the Public Information Officer for a local fire Department. A past Chamber of Commerce Chairman and founder of Leadership Prince William, she understands how to bring people together to accomplish common goals. Rebecca is responsible for strategic planning for our agency and studied at Northern Virginia Community College and continued her education at George Mason University.

Connie Hutchinson, COO & CFO

Connie manages the daily operations for the agency. With 15 years in the tourism industry, and almost two decades serving as a local elected official in the Town of Herndon, VA., she has unique experience as it pertains to both agency culture, local government, budget management, and getting things done. Connie plays a crucial role in strategic guidance, operations management, media buying, contracts, and quality control for Imagine. She is a graduate of Virginia Computer College.

Alicia Hayden, Social Media Director

Alicia has been with Imagine for the past five years managing copy and posting for our clients' social media campaigns. She is a graduate of Arizona State University's Walter Cronkite School of Journalism and Mass Communication.

Amanda Bartenes, Graphic Designer

Amanda handles creative design for both print and digital media. She is a graduate of George Mason University with a degree in Graphic Design. Her design skills include Indesign, Illustrator, and Photoshop.



TAB 6

3.2.7 SCHEDULE

3.2.7.1 Each phase of our proposed approach is expected to take about two months.

3.2.7.2 We could be available to begin the project as of July 1, 2024.

3.2.7.3 Expected completion date for this initial project would be June 30, 2025 with a possibility of a one-year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the Opa-Locka City Commission and availability of annual appropriation.

TAB 7

3.2.8 PRICING - \$144,600.00.

3.2.8.1 Fee basis should be an all-inclusive, monthly fee. Monthly fee = \$12,050.00

TAB 8

3.2.9 REFERENCES –

3.2.9.1 Six organizations, mainly governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years.

Occoquan-Woodbridge-Lorton Volunteer Fire Department, Woodbridge VA

Former (Retired) Fire Chief Jim McAllister, 571-221-0528, Jmcallister@owlvfd.org

Rebecca Barnes has been the Public Information Officer for OWL VFD since 2010. She has handled on-site incident response public relations, including Television, radio, and newspaper interviews, press releases, and social media. Marketing for recruiting, public events and fundraisers, and communications with government officials, community VIPs, and the local Valor Awards.

Prince William County Office of Tourism, VA

Mark Kowalewski, 703-792-8423, Mkowalewski@pwgov.org. Two projects: Virginia by Rail campaign & Steins, Vines & Moonshine Trail. <https://imaginedc.net/portfolio/case-study-visit-prince-william/>

Town of Occoquan VA

Earnest Porta, Mayor, 703-491-1918, PORTAEWP@gmail.com, Logo and Web Development. <https://imaginedc.net/portfolio/authentic-occoquan/>

Travel Berkeley Springs, Inc., WV

Laura Smith, Secretary, 800-447-8797, tbs@berkeleysprings.com. Website Development and hosting, 1/1/2022- 12/31/2023. <https://imagined.net/portfolio/town-of-berkeley-springs/>

Historic Manassas, VA

Stacey Perry, Board Member, 703-686-4575, stacey@sinistralbrewingcompany.com, Logo, Web Development, Branding and Event Marketing. <https://imaginedc.net/portfolio/case-study-historic-manassas/>

I-66 Express Mobility Partners

Nancy Smith, Corporate Affairs Director,

571-524-1830, nsmith@i66express.us, Web Development, Social Media, Radio, Television, Digital and Print Advertising, Community Events, and PR.

<https://imaginedc.net/portfolio/66-express-lanes/> 1/1/2022-12/31/2023.



PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Prince William Living, Inc DBA Imagine Design & Marketing

Address 9994 Sowder Village Square #816

City, State, Zip: 20109 Phone/Fax: 703-457-6846.

2. Check One: Corporation (x) Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: 10/ 8/2010 State in which Incorporated: Virginia

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: pending

5. Name and Title of Principal Officers

Date Elected:

Rebecca Barnes President

10/8/2010

6. The length of time in business: 14 years7. The length of time (continuous) in business as a service organization in Florida:
2 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 24-0410100
PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee \$12,050.00
Alternate Plan Monthly Fixed Fee _____ (Optional)

SUBMITTED
THIS 10th DAY OF April, 2024

BID SUBMITTED BY:

Imagine Design & Marketing
Company

(321) 559-8795
Telephone Number

REBECCA BARNES
Name of Person Authorized to Submit
Bid

Fax Number

Rebecca Barnes

rebecca@imaginedc.net

Signature

Email Address

Rebecca Barnes
Title CEO

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Rebecca Barnes

Printed Name Rebecca Barnes

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by REBECCA BARNES the
(Name)
CEO of IMAGINE
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/23
Date

Rebecca Barnes
Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
the PROPOSER that has submitted the attached
-
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed 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 Proposal 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
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

M. Mark Stuel
Witness

Connie Hutchinson
Witness

By: Rebecca Barnes
Signature

REBECCA BARNES CEO
Print Name and Title

RFP 24-0410100
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Rebecca Barnes

Title: REBECCA BARNES CEO

State of Florida County of OSCEOLA
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 10 day of April, 2024.

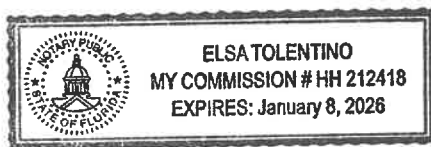
By REBECCA BARNES

Personally known _____ OR produced identification ✓

[Signature]

Notary Public

My Commission Expires January 8, 2026



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Prince William Living DBA Imagine Design & Creative

Authorized Signature: Rebecca Barnes

Print Name: Rebecca Barnes

Title: President

Date: 4/10/23

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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.

Prince William Living Inc

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

Imagine Design & Marketing

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

9994 Sowder Village Square #816

6 City, state, and ZIP code

Manassas, Va 20109

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 7 - 3 7 1 7 3 1 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of U.S. person ► *Rebecca Barnes*

Date ► *11/21/23*

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.



THE CITY OF
OPA-LOCKA
FLORIDA

Request for Proposals

RFP No: 24-0410100

Public Relations and Marketing Consultant



Submitted by



Contact

Suzan McDowell, President & CEO

suzan@circleofonemarketing.com

Tab 1 - Table of Contents

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NA	Exhibits A	



Tab 2 - Letter of Transmittal

April 10, 2024

Request for Proposals (RFP) RFP No: 24-0410100

Public Relations and Marketing Consultant

Submitted by: Circle of One Marketing, Inc.

Proposer Primary Contact: Suzan McDowell, President & CEO

Email: suzan@circleofonemarketing.com

Business phone: 305-576-3790 Mobile phone: 305-490-9145

To whom it may concern,

It is with great pleasure that I submit this Request for Proposals (RFP) to the City of Opa-locka for Public Relations and Marketing Consultant Services on behalf of Circle of One Marketing. Circle of One Marketing is a Miami-based Public Relations Agency and has been proudly serving the Greater Miami area for over 22 years.

Our Agency has been recognized for excellence numerous times such as being named one of the Top 100 Minority Businesses by the Greater Miami Chamber of Commerce, "The Best of Miami in Entrepreneurship" by Miami Today, Small Business of the Year by the Miami-Dade Chamber of Commerce, Business of the Year by Legacy Magazine (Miami Herald) and Corporation of the Year by the Women's Chamber of Commerce for Miami-Dade County, to name a few. In addition, The Circle earned a Silver Addy for the Jazz in the Gardens campaign and the Black Owned Media Alliance (BOMA)' Marketing Campaign of the Year for #BankBlack/One United Bank.

Circle of One Marketing has extensive experience deploying Public Relations and Marketing Services as required by the Scope of Work specifically in the City of Opa-locka due to its client engagements. The Circle has also produced and promoted countless events in the City, like the Art of Transformation, in service to Opa-locka and its constituents. It would be our honor to earn the Public Relations and Marketing Consultant scope and work on behalf of the City to achieve its objectives.

Thank you in advance for your consideration of our submission.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Suzan", followed by a horizontal flourish.

Suzan McDowell, President & CEO

Tab 3 - General Information

Item #	Required Information	Proposer Response
3.2.4.1	Name of Business	Circle of One Marketing, Inc.
3.2.4.2	Mailing Address and Phone Number	601 NE 36th Street #1605 Miami, FL 33137
3.2.4.3	Name and contact of persons to be contacted for information or services	Suzan McDowell President & CEO suzan@circleofonemarketing.com
3.2.4.4	Normal business hours	Monday - Friday 9:00 AM - 6:00 PM Weekends and evenings as needed to support events or special meetings
3.2.4.5	Business legal status	Corporation
3.2.4.6	Date business was organized and where	12/17/2001, State of Florida
3.2.4.7	Office location	Circle of One Marketing staff work remotely
3.2.4.8	Parent or Subsidiary	Parent Company
3.2.4.9	Licensed, permitted and/or certified	Business is licensed See Exhibit A

Tab 4 - Project Approach

Our Approach

Circle of One Marketing deploys systematic methodologies and approaches to our monthly retainer engagements to ensure we are delivering services in a comprehensive, consistent and highly-effective way.

1. Strategy Development

Circle of One begins each new client engagement with a Discovery process. As a full-service Public Relations and Marketing firm, we understand the importance of garnering interest and engagement through storytelling and a unifying theme that positively promotes awareness of the City's progress and highlights the City of Opa-locka as an attractive City in which to live, work, play and invest.

Discovery is an important element in developing a cohesive and comprehensive Public Relations and Service strategy for any client and is the basis for the development of our strategy.

2. Define Target audiences

We understand that the City of Opa-locka is a diverse community. The U.S. Census reports the age demographics in the City to reflect almost 30% children 18 years of age or less and 13.6% Seniors 65 years of age or more. Additionally, in recent years, the City's Hispanic population has grown significantly. This means that the City requires an "all ages, multicultural" strategy to connect with its 16,000+ residents representing adults, families and seniors. In addition, the City of Opa-locka must be attractive to business and to institutional/organizational investors that may have an interest in establishing a foothold in Opa-locka.

The key to effective Public Relations and Communications strategies is to ensure key messaging and the information disseminated resonates with each of your target audiences.

3. Define Strategies

Circle of One Marketing will develop a written plan that defines our strategic approach to executing services as defined in the scope.



4. Account Management and Reporting

Circle of One Marketing is a hands-on partner and appreciates regular and ongoing feedback and communications from clients. Account Management is a top priority at the Agency as evidenced by the long-term client relationships Circle nurtures and maintains. Circle of One is available to attend regularly scheduled meetings with the City Manager and other relevant parties to review account progress and to ensure we are up-to-date on important initiatives and activities in the City.

In addition to regular meetings, Circle of One provides monthly reporting to keep clients informed of progress. For Public Relations reporting, The Circle uses [CoverageBook](#), a comprehensive software application to manage and measure Public Relations activity for its clients. CoverageBook allows the Agency to add all coverage files per client and individual events including press clippings, video, audio and custom links. Comprehensive reports reflect credible metrics and reach in a cohesive and easily digestible manner.

In addition, reporting for social media engagement and website traffic is provided using the available tools and reports from the social media platforms and website analytic services, like Google Analytics.

Scope of Services

Public Relations

The following PR related tasks are included in the scope:

- Developing a comprehensive public relations plan
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka

With more than 20 years in Public Relations in the South Florida market, Circle of One Marketing is a seasoned Agency with exceptional, proven results and sound operational practices. We have developed countless Public Relations plans and created and distributed hundreds of press releases. We have organized successful press conferences and media tours and have handled media relations for clients when there is good news to share, and when our clients are faced with adverse situations that create the need for crisis and image management.



In Public Relations, sound media relationships are a key to success. We pride ourselves on the positive relationships Circle of One has been able to garner with media partners like NBC-6, CBS Miami, WSVN, Channel 10, WPBT, Miami Herald, Miami Times, South Florida Business Journal and more. These relationships are based on longevity, trust, and our ability to establish reasonable expectations for our clients. It is for this reason that we are also able to leverage favorable advertising and marketing packages such as our decades long relationship with Cox Media Group, the owner of four of the top radio stations in South Florida as well as IHeart Media.

Circle of One Marketing has cultivated relationships with numerous journalists in a variety of industries including arts & entertainment, business, food and banking. The Circle deploys both traditional media strategies to serve the local market and also digital PR strategies to reinforce key messaging, important client initiatives, and increase reach, interest and engagement.

Some samples of Circle of One Marketing's recent placements in the local media are shown below:

OneUnited Bank- NBC-6

"One on One with Owner and President of OneUnited Bank"

<https://www.nbcmiami.com/community/voices/one-on-one-with-owner-and-president-of-one-unit-ed-bank/3226592/>

Link Logistics Construction Job Fair in Opa-locka - Miami Times

"Site of old flea market creates construction jobs in Opa-locka"

https://www.miamitimesonline.com/business/site-of-old-flea-market-creates-construction-jobs-in-opa-locka/article_9600b782-0a67-11ee-a1c7-af1a985a8a77.html

Ten North Group's Art of Transformation - CBS Miami

"Art of Transformation hopes to shine light on Opa-locka"

<https://www.cbsnews.com/miami/news/art-of-transformation-opa-locka/>

City of North Miami's NoMi Tech - Miami Herald

"Tech bootcamp: North Miami hopes to attract minority-owned companies with training"

<https://www.miamiherald.com/news/local/community/miami-dade/north-miami/article273814485.html>

Formula One & Community Fund of North Miami Dade - Channel 7/WSVN

"Formula One, local organizations help small businesses in Miami Gardens"

<https://wsvn.com/news/local/miami-dade/formula-one-local-organizations-help-small-businesses-in-miami-gardens/>



Ten North Group - South Florida Business Journal

"Developer proposes project that would transform downtown Opa-locka"

<https://www.bizjournals.com/southflorida/news/2023/12/05/developer-seeks-to-transform-downtown-opa-locka.html>

Cornerstone Development- Channel 10/WPLG

"Platform 3750 mixed-use project in Coconut Grove relies on public-private partnership"

<https://www.local10.com/news/local/2021/04/22/platform-3750-mixed-use-project-in-coconut-grove-relies-on-public-private-partnership/>

Stakeholder Engagement

The following engagement related tasks are included in the scope:

- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Creating a unique, memorable identity for the City of Opa-locka

Effective communication and transparency can inspire engagement and build trust between the City and its stakeholders. The City and its Commissioners are actively present and host many resident and community-focused opportunities and events for stakeholders to be directly informed and involved. As a full-service Agency we are able to design and execute flyers to support events and functions.

Circle of One is experienced in assisting municipalities in building positive relationships with their communities and constituents. Balancing the needs of everyone in the community is not an easy endeavor and Cities are challenged to meet everyone's needs within the confines of strategic plans and budgets. Important elements such as the City's need to obtain financing to refinance debt and fund capital projects and the need to secure meaningful community input into the future direction of the City's Parks and Recreation programs require an understanding of the market and how to engage your public positively and productively.

An example of our bandwidth in stakeholder engagement is our work with the Underdeck project in Historic Overtown done on behalf of Townsquare Neighborhood Development Corporation. Under this scope, Circle of One helped to engage the Overtown Community to bring awareness, interest and advocacy to the project known as The Underdeck Miami.

Through meetings, town halls and community surveys, Circle of One was able to engage Overtown and Downtown Miami residents to ensure they were informed about the project and understood how they could get involved.

Circle of One Marketing also produced the "Underdeck Chronicle", the project's newsletter that provided updates on the overall project and various stakeholder groups and which was



distributed electronically and made available to stakeholders during events. We believe the City of Opa-locka would also benefit from the development and distribution of a newsletter, issued quarterly, to keep residents informed. The newsletter could be distributed digitally, posted to the City's website, and made available in printed form in designated places throughout the City.

See a sample of the PR coverage Circle of One acquired for the Underdeck Miami project.

The Underdeck Miami - Miami Herald Op-ed

"Miami leaders ensure Underdeck engages the community | Guest Opinion"

<https://www.miamiherald.com/opinion/op-ed/article272351233.html>

Note: The scope does not include the production or printing of any flyers or newsletters or other collateral materials, nor does it include any postage or delivery costs, only design or design templates as required.

Social Media

The following social media related tasks are included in the scope:

- Reviewing and updating the City's social media strategies

Circle of One Marketing is expert in developing social media and content marketing strategies across all social media platforms including Facebook, Instagram, LinkedIn, YouTube, Tik Tok and Twitter.

To support other local clients and events, The Circle will develop and execute social media strategies to engage Opa-locka stakeholders of all demographics, using a variety of techniques and various mediums such as organic posts, graphics, photography and video.

Website Maintenance

The following website related tasks are included in the scope:

- Reviewing and updating the City's web strategies

The City of Opa-locka website is a significant tool in use by the City for its stakeholders. To ensure the website remains current with the most up-to-date information, Circle of One will provide regular updates to the City's web development team for the website's News & Social section.

Event Planning

The following event planning related tasks are included in the scope:

- Assist City with planning major events



Circle of One has extensive experience in the planning and production of large and small scale events throughout Greater Miami and beyond. This experience makes Circle of One Marketing the ideal partner for the City of Opa-locka as it seeks to garner the greatest impact from its event investments and caters to residents, businesses and visitors.

The planning for a limited amount of smaller special events can be absorbed within the budget provided by this scope. However, Public Relations and other services will utilize a meaningful amount of the scope's budget each month and therefore, events executed within the retainer should be limited to a maximum one (1) event per month. Circle of One can also plan and produce supplemental events in excess of one per month under individual scopes of work as needed. Pricing to be determined by event.

We believe that the City will benefit greatly as a result of the resurrection of its signature event that thousands of South Floridians remember fondly. There are not currently sufficient funds available within the budget for the planning of the Arabian Nights Festival Weekend for 2025. Also, planning for a large-scale event such as the City's Centennial in 2026 would require either a separate scope or an increase to the fiscal year budget to account for it.

On the plus side, in Addendum 1 of the RFP Q&As, question 11 on Event Planning and Execution indicates that the City's intent is to relaunch the Arabian Nights Festival weekend with a budget that could approach \$500,000. Within that budget, there should be sufficient budget to account for the planning and production of the event as well as account for the event expenses and promotion. It is anticipated that planning and production fees for the event would require an estimated 15% of the event budget.

Monthly Deliverables for Services

- Execution of Services monthly
- Written Social Media and Content strategies for each month
- Written List of website updates to be executed
- Comprehensive Agency report
 - Progress and performance updates
 - CoverageBook Public Relations report
 - List of events/activities



Tab 5 - Experience and Qualifications

3.2.6.1: Circle of One Marketing was founded in 2001 and has been in business for more than 22 years.

3.2.6.2: Circle of One Marketing and its Founder, Suzan McDowell, are well-known and well regarded in South Florida for delivering high-quality, highly effective Public Relations, Marketing and Event Production campaigns for clients. Circle of One Marketing has been recognized numerous times by various organizations for its positive contributions to the community and municipalities, such as in the neighboring City of Miami Gardens for our involvement in its growth through the marketing and branding of its signature event Jazz in the Gardens since the festival's inception in 2006, as well as other City projects like the Parks & Recreation Bond issue and other amendments that passed successfully with our marketing strategies.

Now and in the past, Circle of One Marketing is proud to serve clients from numerous municipalities, community organizations, nonprofits and corporations focused on advancing initiatives in communities of color. These include OneUnited Bank, the nation's largest Black owned bank for 19 years, Ten North Group for 12 years, Urban League of Greater Miami for 12 years, City of Miami Gardens for 18 years, City of Miramar for four years, and many others.

The Agency is already invested in the City of Opa-locka and is uniquely positioned to fulfill this scope having produced, promoted and publicized numerous arts and entertainment and community events in the City of Opa-locka itself. Many of these events were co-sponsored by the City. These include, among others:

- Art of Transformation (Ten North Group) (from 2012-present)
- Juneteenth Community Festival
- Genius Species Exhibition Opening
- Mary Alice Brown Apartments Renaming Ceremony
- Beyond Tradition Exhibition Opening
- Link Logistics Job Fair
- Prologis Job Fair

Circle of One Marketing is also supporting this upcoming weekend's MENA Festival, produced by Ten North Group, The City and the Opa-locka Preservation Association, with Public Relations and Social Media Services

3.2.6.3: Examples of the quality of The Circle's Public Relations and Marketing work



Circle of One has developed countless publications on behalf of its clients. Press releases are the foundation of any PR firm and, in addition, we have designed and developed numerous brochures and other graphics to highlight and promote client events. See a small sample of The Circle's PR-related work below:

Press release - [here](#)

Press release - [here](#)

Media alert - [here](#)

Press kit - [here](#)

Event brochure - [here](#)

Event photo gallery [here](#)

Website design and maintenance are routinely part of a scope as The Circle works with clients to create awareness for client initiatives and events. See some examples of The Circle's oversight of website design and development for City of North Miami's NoMi Tech, The Underdeck Miami and City of Miramar's Afro-Carib Festival 2023 & 2024.

<https://northmiamitech.com/>

<https://underdeckmiami.com/>

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

Circle of One is also expert at developing integrated marketing and communications plans designed to spark interest and inspire engagement while helping clients to connect to their target audiences. You can see examples of our ability to develop strategy and execute both social media content and newsletters in Opa-locka through our marketing work with Ten North Group. See social feed examples:

<https://www.facebook.com/TenNorthGroup>

<https://www.instagram.com/tennorthgroup/>

3.2.6.4: Suzan McDowell will serve as the primary point of contact and be responsible for service to the City. Circle of One Marketing agrees to be available within 24 hours notice via telephone in cases where the City requests attendance at a meeting, response to telephone calls, response to specific inquiries and request for draft and issuance of a press release.

3.2.6.5: Key personnel who will be assigned to the City of Opa-locka program include the following Circle Team Members. Bios are in the link below each staff member:



Suzan McDowell
President & CEO
[Bio](#)



Wendy Rolon
VP of Operations
[Bio](#)



Beverly Holly
Director of Marketing
[Bio](#)



Nicole Brown
PR Coordinator
[Bio](#)



Tyra Robinson
Social Media Coordinator
[Bio](#)

Tab 6 - Schedule

Circle of One Marketing is available to begin this engagement during FY 2024 as early as May 1, 2024 (3.2.7.2) and would hope to earn the two (1) year renewable contracts following the first fiscal year of engagement (3.2.7.3) .

The timetable for most services within the scope is ongoing and as needed. The timeline for detailed components of the program is detailed as follows:

	Month of Service											
Services	1	2	3	4	5	6	7	8	9	10	11	12
Strategy/Discovery	x											
Public Relations	x	x	x	x	x	x	x	x	x	x	x	x
Social Media	x	x	x	x	x	x	x	x	x	x	x	x
Web maintenance	x	x	x	x	x	x	x	x	x	x	x	x
Newsletter				x			x			x		
Event planning (as needed)	x	x	x	x	x	x	x	x	x	x	x	x



Tab 7 - Pricing of Services

PRICE PROPOSAL FORM PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee	\$11,500	
Alternate Plan Monthly Fixed Fee		(Optional)

SUBMITTED THIS 10th DAY OF APRIL , 2024

BID SUBMITTED BY:

Company: Circle of One Marketing

Telephone Number: 305-576-3790

Name of Person Authorized to Submit Bid: Suzan McDowell

Signature: 

Email Address: suzan@circleofonemarketing.com



Tab 8 - References

Reference #1

Client/Event name: Ten North Group/ Art of Transformation

Contact: Dr. Willie Logan, President & CEO

Contact email: logan@tennorthgroup.com

Contact phone: 305-687-3545

Dates of service - 2012 to present

Description of service offered: public relations, brand development, marketing, event management

Impact: Circle of One Marketing took this event from an unknown local event in 2012 to an internationally recognized and attended official Art Basel Miami Beach event in 2022. This event was held over eight days and over three blocks in the middle of Opa-locka, featuring the largest collection of art from the African Diaspora in Florida.

Reference #2

Client/Event name; City of Miami Gardens/Jazz in the Gardens

Contact: Tamara Wadley, Public Affairs

Contact email: twadley@miamigardens-fl.gov

Contact phone: 305-622-8000 x2580

Dates of service: 2006 to 2023

Description of service offered: public relations, brand development, marketing, event promotion, event management, partnership development and thought leadership.

Impact: The first Mayor of Miami Gardens, Mayor Shirley Gibson, engaged Circle of One for the first festival in 2006, when there were only eight tickets sold just five short weeks out from the festival. We took those eight tickets and turned them into 70,000 people in attendance annually over a period of 17 years.

Reference #3

Client name: City of Miramar

Contact: Alexandra Davis, Vice Mayor

Contact email: apdavis@miramarfl.gov

Contact phone: 954-602-3155

Dates of service: January 2022-present

Description of services offered: Producer of the City's signature event, the Afro-Carib Festival, a celebration of music from the African Diaspora and the Caribbean. Scope includes public relations, marketing, graphic design, social media, website management, community outreach, media buying, artist engagement and management, full event production and stage management.



Reference #4

Client/Event name: City of North Miami NoMi Tech launch

Contact: John Lorfils

Contact email: jlorfils@northmiamifl.gov

Contact phone: 786-831-6861

Dates of service - 2023

Description of service offered: public relations, brand development, marketing, event management

Impact: Circle of One Marketing was retained by the City of North Miami's newest municipal venture, NoMi Tech, an economic development initiative which supports technology startups and seeks to curate the City into a tech hub for minority owned businesses. During NoMi Tech's 15 month existence, which included other events, the City contends that the event on 4/29/23, produced by The Circle, was by far the best produced, promoted and attended.

Reference #5

Client/Event name: Miami Dade County - MDEAT

Contact: Bill Diggs

Contact email: william.diggs@miamidade.gov

Contact phone: (305) 375-5661

Dates of service - 2022

Description of service offered: video production services

Impact: Circle of One Marketing was retained by the Miami-Dade County's office of Miami-Dade Economic Advocacy Trust (MDEAT) to produce three (3) commercials for Miami-Dade Mayor Daniella Levine Cava's Support Black Owned Business 305 campaign, which aired on many prominent traditional and online local media outlets

Reference #6

Client/Event name: African American Research Library (Broward County)

Contact: Dr. Tameka Hobbs

Contact email: thobbs@broward.org

Contact phone: 954-357-6282

Dates of service - 2023

Description of service offered: public relations and marketing

Impact: Circle of One Marketing was retained by Broward County, on behalf of the African-American Research Library & Cultural Center, to handle public relations for the library's South Florida Book Festival. We earned a total of 36 stories/mentions with an advertising value of \$157K to include network TV like NBC.-6, Local 10, Miami Herald, Miami Times and more. According to the client, there was an almost 50% growth of the SF Book Festival from 2022 to 2023.



Tab 9 - Additional Forms

Required forms can be found as follows:

Proposer Qualifications

Certification regarding debarment and suspension

Drug Free workplace certification

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Circle of One MarketingAddress: 601 NE 36th StreetCity, State, Zip: Miami, FL 33137 Phone/Fax: _____2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 12/17/2001 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Suzan McDowell12/17/2001

6. The length of time in business: 22 years

7. The length of time (continuous) in business as a service organization in Florida:

22 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature  _____

Printed Name Suzan McDowell

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

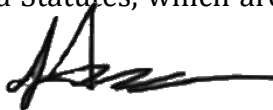
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Suzan McDowell the _____
(Name)

President & CEO of Circle of One Marketing
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/2024
Date


Signature



Exhibits

Exhibit A - State of Florida license approval:

State of Florida

Department of State

I certify from the records of this office that CIRCLE OF ONE MARKETING INC. is a corporation organized under the laws of the State of Florida, filed on December 17, 2001.

The document number of this corporation is P01000118855.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of April, 2024*




Secretary of State

Tracking Number: 8418402575CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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

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

PRODUCER TCC Associates, Inc. 2691 E Oakland Park Blvd Suite 202 Fort Lauderdale, FL 33306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (954) 565-1117	FAX (A/C, No): (954) 565-1131	
	E-MAIL ADDRESS: office@tccassociates.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hudson Excess Ins Co		
INSURED Circle Of One Marketing, Inc. Attn: Suzan McDowell 601 NE 36th St #1605 Miami, FL 33137	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 INSD	SUBR WVD	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 ☐ PRO-JECT ☐ LOC ☒ OTHER: Hired/Non-Owned Auto Liability			HBD 10022099 7	2/19/2024	2/19/2025	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 - COMP/OP AGG \$ 1,000,000 Limit - \$1M/\$2M \$
	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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proof of Insurance Coverage

CERTIFICATE HOLDER

CANCELLATION

City of Opa-Locka 780 Fisherman Street Opa Locka, FL 33054	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

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

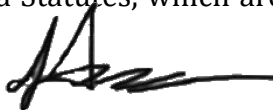
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Suzan McDowell the _____
(Name)

President & CEO of Circle of One Marketing
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/2024
Date


Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
Circle of One Marketing the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed 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 Proposal 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 of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Wally Kalam

Witness

Anthony Rovi

Witness

By: 
Signature

Suzan McDowell, President & CEO
Print Name and Title

State of Florida

Department of State

I certify from the records of this office that CIRCLE OF ONE MARKETING INC. is a corporation organized under the laws of the State of Florida, filed on December 17, 2001.

The document number of this corporation is P01000118855.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of April, 2024*




Secretary of State

Tracking Number: 8418402575CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature  _____

Printed Name Suzan McDowell

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.

Circle of One Marketing 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) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

601 NE 36 Street #1605

Requester's name and address (optional)

6 City, state, and ZIP code

Miami, FL 33137

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

7 5 - 3 0 1 7 8 1 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

3/14/2024

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.



THE CITY OF
OPA-LOCKA
FLORIDA

Request for Proposals

RFP No: 24-0410100

Public Relations and Marketing Consultant



Submitted by



Contact

Suzan McDowell, President & CEO

suzan@circleofonemarketing.com

Tab 1 - Table of Contents

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NA	Exhibits A	



Tab 2 - Letter of Transmittal

April 10, 2024

Request for Proposals (RFP) RFP No: 24-0410100

Public Relations and Marketing Consultant

Submitted by: Circle of One Marketing, Inc.

Proposer Primary Contact: Suzan McDowell, President & CEO

Email: suzan@circleofonemarketing.com

Business phone: 305-576-3790 Mobile phone: 305-490-9145

To whom it may concern,

It is with great pleasure that I submit this Request for Proposals (RFP) to the City of Opa-locka for Public Relations and Marketing Consultant Services on behalf of Circle of One Marketing. Circle of One Marketing is a Miami-based Public Relations Agency and has been proudly serving the Greater Miami area for over 22 years.

Our Agency has been recognized for excellence numerous times such as being named one of the Top 100 Minority Businesses by the Greater Miami Chamber of Commerce, "The Best of Miami in Entrepreneurship" by Miami Today, Small Business of the Year by the Miami-Dade Chamber of Commerce, Business of the Year by Legacy Magazine (Miami Herald) and Corporation of the Year by the Women's Chamber of Commerce for Miami-Dade County, to name a few. In addition, The Circle earned a Silver Addy for the Jazz in the Gardens campaign and the Black Owned Media Alliance (BOMA)' Marketing Campaign of the Year for #BankBlack/One United Bank.

Circle of One Marketing has extensive experience deploying Public Relations and Marketing Services as required by the Scope of Work specifically in the City of Opa-locka due to its client engagements. The Circle has also produced and promoted countless events in the City, like the Art of Transformation, in service to Opa-locka and its constituents. It would be our honor to earn the Public Relations and Marketing Consultant scope and work on behalf of the City to achieve its objectives.

Thank you in advance for your consideration of our submission.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Suzan", followed by a horizontal flourish.

Suzan McDowell, President & CEO

Tab 3 - General Information

Item #	Required Information	Proposer Response
3.2.4.1	Name of Business	Circle of One Marketing, Inc.
3.2.4.2	Mailing Address and Phone Number	601 NE 36th Street #1605 Miami, FL 33137
3.2.4.3	Name and contact of persons to be contacted for information or services	Suzan McDowell President & CEO suzan@circleofonemarketing.com
3.2.4.4	Normal business hours	Monday - Friday 9:00 AM - 6:00 PM Weekends and evenings as needed to support events or special meetings
3.2.4.5	Business legal status	Corporation
3.2.4.6	Date business was organized and where	12/17/2001, State of Florida
3.2.4.7	Office location	Circle of One Marketing staff work remotely
3.2.4.8	Parent or Subsidiary	Parent Company
3.2.4.9	Licensed, permitted and/or certified	Business is licensed See Exhibit A

Tab 4 - Project Approach

Our Approach

Circle of One Marketing deploys systematic methodologies and approaches to our monthly retainer engagements to ensure we are delivering services in a comprehensive, consistent and highly-effective way.

1. Strategy Development

Circle of One begins each new client engagement with a Discovery process. As a full-service Public Relations and Marketing firm, we understand the importance of garnering interest and engagement through storytelling and a unifying theme that positively promotes awareness of the City's progress and highlights the City of Opa-locka as an attractive City in which to live, work, play and invest.

Discovery is an important element in developing a cohesive and comprehensive Public Relations and Service strategy for any client and is the basis for the development of our strategy.

2. Define Target audiences

We understand that the City of Opa-locka is a diverse community. The U.S. Census reports the age demographics in the City to reflect almost 30% children 18 years of age or less and 13.6% Seniors 65 years of age or more. Additionally, in recent years, the City's Hispanic population has grown significantly. This means that the City requires an "all ages, multicultural" strategy to connect with its 16,000+ residents representing adults, families and seniors. In addition, the City of Opa-locka must be attractive to business and to institutional/organizational investors that may have an interest in establishing a foothold in Opa-locka.

The key to effective Public Relations and Communications strategies is to ensure key messaging and the information disseminated resonates with each of your target audiences.

3. Define Strategies

Circle of One Marketing will develop a written plan that defines our strategic approach to executing services as defined in the scope.

4. Account Management and Reporting

Circle of One Marketing is a hands-on partner and appreciates regular and ongoing feedback and communications from clients. Account Management is a top priority at the Agency as evidenced by the long-term client relationships Circle nurtures and maintains. Circle of One is available to attend regularly scheduled meetings with the City Manager and other relevant parties to review account progress and to ensure we are up-to-date on important initiatives and activities in the City.

In addition to regular meetings, Circle of One provides monthly reporting to keep clients informed of progress. For Public Relations reporting, The Circle uses [CoverageBook](#), a comprehensive software application to manage and measure Public Relations activity for its clients. CoverageBook allows the Agency to add all coverage files per client and individual events including press clippings, video, audio and custom links. Comprehensive reports reflect credible metrics and reach in a cohesive and easily digestible manner.

In addition, reporting for social media engagement and website traffic is provided using the available tools and reports from the social media platforms and website analytic services, like Google Analytics.

Scope of Services

Public Relations

The following PR related tasks are included in the scope:

- Developing a comprehensive public relations plan
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka

With more than 20 years in Public Relations in the South Florida market, Circle of One Marketing is a seasoned Agency with exceptional, proven results and sound operational practices. We have developed countless Public Relations plans and created and distributed hundreds of press releases. We have organized successful press conferences and media tours and have handled media relations for clients when there is good news to share, and when our clients are faced with adverse situations that create the need for crisis and image management.



In Public Relations, sound media relationships are a key to success. We pride ourselves on the positive relationships Circle of One has been able to garner with media partners like NBC-6, CBS Miami, WSVN, Channel 10, WPBT, Miami Herald, Miami Times, South Florida Business Journal and more. These relationships are based on longevity, trust, and our ability to establish reasonable expectations for our clients. It is for this reason that we are also able to leverage favorable advertising and marketing packages such as our decades long relationship with Cox Media Group, the owner of four of the top radio stations in South Florida as well as IHeart Media.

Circle of One Marketing has cultivated relationships with numerous journalists in a variety of industries including arts & entertainment, business, food and banking. The Circle deploys both traditional media strategies to serve the local market and also digital PR strategies to reinforce key messaging, important client initiatives, and increase reach, interest and engagement.

Some samples of Circle of One Marketing's recent placements in the local media are shown below:

OneUnited Bank- NBC-6

"One on One with Owner and President of OneUnited Bank"

<https://www.nbcmiami.com/community/voices/one-on-one-with-owner-and-president-of-one-unit-ed-bank/3226592/>

Link Logistics Construction Job Fair in Opa-locka - Miami Times

"Site of old flea market creates construction jobs in Opa-locka"

https://www.miamitimesonline.com/business/site-of-old-flea-market-creates-construction-jobs-in-opa-locka/article_9600b782-0a67-11ee-a1c7-af1a985a8a77.html

Ten North Group's Art of Transformation - CBS Miami

"Art of Transformation hopes to shine light on Opa-locka"

<https://www.cbsnews.com/miami/news/art-of-transformation-opa-locka/>

City of North Miami's NoMi Tech - Miami Herald

"Tech bootcamp: North Miami hopes to attract minority-owned companies with training"

<https://www.miamiherald.com/news/local/community/miami-dade/north-miami/article273814485.html>

Formula One & Community Fund of North Miami Dade - Channel 7/WSVN

"Formula One, local organizations help small businesses in Miami Gardens"

<https://wsvn.com/news/local/miami-dade/formula-one-local-organizations-help-small-businesses-in-miami-gardens/>



Ten North Group - South Florida Business Journal

"Developer proposes project that would transform downtown Opa-locka"

<https://www.bizjournals.com/southflorida/news/2023/12/05/developer-seeks-to-transform-downtown-opa-locka.html>

Cornerstone Development- Channel 10/WPLG

"Platform 3750 mixed-use project in Coconut Grove relies on public-private partnership"

<https://www.local10.com/news/local/2021/04/22/platform-3750-mixed-use-project-in-coconut-grove-relies-on-public-private-partnership/>

Stakeholder Engagement

The following engagement related tasks are included in the scope:

- Ensure effective communication between the City and stakeholders of the community
- Create/Design flyers for City events and functions
- Creating a unique, memorable identity for the City of Opa-locka

Effective communication and transparency can inspire engagement and build trust between the City and its stakeholders. The City and its Commissioners are actively present and host many resident and community-focused opportunities and events for stakeholders to be directly informed and involved. As a full-service Agency we are able to design and execute flyers to support events and functions.

Circle of One is experienced in assisting municipalities in building positive relationships with their communities and constituents. Balancing the needs of everyone in the community is not an easy endeavor and Cities are challenged to meet everyone's needs within the confines of strategic plans and budgets. Important elements such as the City's need to obtain financing to refinance debt and fund capital projects and the need to secure meaningful community input into the future direction of the City's Parks and Recreation programs require an understanding of the market and how to engage your public positively and productively.

An example of our bandwidth in stakeholder engagement is our work with the Underdeck project in Historic Overtown done on behalf of Townsquare Neighborhood Development Corporation. Under this scope, Circle of One helped to engage the Overtown Community to bring awareness, interest and advocacy to the project known as The Underdeck Miami.

Through meetings, town halls and community surveys, Circle of One was able to engage Overtown and Downtown Miami residents to ensure they were informed about the project and understood how they could get involved.

Circle of One Marketing also produced the "Underdeck Chronicle", the project's newsletter that provided updates on the overall project and various stakeholder groups and which was



distributed electronically and made available to stakeholders during events. We believe the City of Opa-locka would also benefit from the development and distribution of a newsletter, issued quarterly, to keep residents informed. The newsletter could be distributed digitally, posted to the City's website, and made available in printed form in designated places throughout the City.

See a sample of the PR coverage Circle of One acquired for the Underdeck Miami project.

The Underdeck Miami - Miami Herald Op-ed

"Miami leaders ensure Underdeck engages the community | Guest Opinion"

<https://www.miamiherald.com/opinion/op-ed/article272351233.html>

Note: The scope does not include the production or printing of any flyers or newsletters or other collateral materials, nor does it include any postage or delivery costs, only design or design templates as required.

Social Media

The following social media related tasks are included in the scope:

- Reviewing and updating the City's social media strategies

Circle of One Marketing is expert in developing social media and content marketing strategies across all social media platforms including Facebook, Instagram, LinkedIn, YouTube, Tik Tok and Twitter.

To support other local clients and events, The Circle will develop and execute social media strategies to engage Opa-locka stakeholders of all demographics, using a variety of techniques and various mediums such as organic posts, graphics, photography and video.

Website Maintenance

The following website related tasks are included in the scope:

- Reviewing and updating the City's web strategies

The City of Opa-locka website is a significant tool in use by the City for its stakeholders. To ensure the website remains current with the most up-to-date information, Circle of One will provide regular updates to the City's web development team for the website's News & Social section.

Event Planning

The following event planning related tasks are included in the scope:

- Assist City with planning major events



Circle of One has extensive experience in the planning and production of large and small scale events throughout Greater Miami and beyond. This experience makes Circle of One Marketing the ideal partner for the City of Opa-locka as it seeks to garner the greatest impact from its event investments and caters to residents, businesses and visitors.

The planning for a limited amount of smaller special events can be absorbed within the budget provided by this scope. However, Public Relations and other services will utilize a meaningful amount of the scope's budget each month and therefore, events executed within the retainer should be limited to a maximum one (1) event per month. Circle of One can also plan and produce supplemental events in excess of one per month under individual scopes of work as needed. Pricing to be determined by event.

We believe that the City will benefit greatly as a result of the resurrection of its signature event that thousands of South Floridians remember fondly. There are not currently sufficient funds available within the budget for the planning of the Arabian Nights Festival Weekend for 2025. Also, planning for a large-scale event such as the City's Centennial in 2026 would require either a separate scope or an increase to the fiscal year budget to account for it.

On the plus side, in Addendum 1 of the RFP Q&As, question 11 on Event Planning and Execution indicates that the City's intent is to relaunch the Arabian Nights Festival weekend with a budget that could approach \$500,000. Within that budget, there should be sufficient budget to account for the planning and production of the event as well as account for the event expenses and promotion. It is anticipated that planning and production fees for the event would require an estimated 15% of the event budget.

Monthly Deliverables for Services

- Execution of Services monthly
- Written Social Media and Content strategies for each month
- Written List of website updates to be executed
- Comprehensive Agency report
 - Progress and performance updates
 - CoverageBook Public Relations report
 - List of events/activities



Tab 5 - Experience and Qualifications

3.2.6.1: Circle of One Marketing was founded in 2001 and has been in business for more than 22 years.

3.2.6.2: Circle of One Marketing and its Founder, Suzan McDowell, are well-known and well regarded in South Florida for delivering high-quality, highly effective Public Relations, Marketing and Event Production campaigns for clients. Circle of One Marketing has been recognized numerous times by various organizations for its positive contributions to the community and municipalities, such as in the neighboring City of Miami Gardens for our involvement in its growth through the marketing and branding of its signature event Jazz in the Gardens since the festival's inception in 2006, as well as other City projects like the Parks & Recreation Bond issue and other amendments that passed successfully with our marketing strategies.

Now and in the past, Circle of One Marketing is proud to serve clients from numerous municipalities, community organizations, nonprofits and corporations focused on advancing initiatives in communities of color. These include OneUnited Bank, the nation's largest Black owned bank for 19 years, Ten North Group for 12 years, Urban League of Greater Miami for 12 years, City of Miami Gardens for 18 years, City of Miramar for four years, and many others.

The Agency is already invested in the City of Opa-locka and is uniquely positioned to fulfill this scope having produced, promoted and publicized numerous arts and entertainment and community events in the City of Opa-locka itself. Many of these events were co-sponsored by the City. These include, among others:

- Art of Transformation (Ten North Group) (from 2012-present)
- Juneteenth Community Festival
- Genius Species Exhibition Opening
- Mary Alice Brown Apartments Renaming Ceremony
- Beyond Tradition Exhibition Opening
- Link Logistics Job Fair
- Prologis Job Fair

Circle of One Marketing is also supporting this upcoming weekend's MENA Festival, produced by Ten North Group, The City and the Opa-locka Preservation Association, with Public Relations and Social Media Services

3.2.6.3: Examples of the quality of The Circle's Public Relations and Marketing work



Circle of One has developed countless publications on behalf of its clients. Press releases are the foundation of any PR firm and, in addition, we have designed and developed numerous brochures and other graphics to highlight and promote client events. See a small sample of The Circle's PR-related work below:

Press release - [here](#)

Press release - [here](#)

Media alert - [here](#)

Press kit - [here](#)

Event brochure - [here](#)

Event photo gallery [here](#)

Website design and maintenance are routinely part of a scope as The Circle works with clients to create awareness for client initiatives and events. See some examples of The Circle's oversight of website design and development for City of North Miami's NoMi Tech, The Underdeck Miami and City of Miramar's Afro-Carib Festival 2023 & 2024.

<https://northmiamitech.com/>

<https://underdeckmiami.com/>

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

Circle of One is also expert at developing integrated marketing and communications plans designed to spark interest and inspire engagement while helping clients to connect to their target audiences. You can see examples of our ability to develop strategy and execute both social media content and newsletters in Opa-locka through our marketing work with Ten North Group. See social feed examples:

<https://www.facebook.com/TenNorthGroup>

<https://www.instagram.com/tennorthgroup/>

3.2.6.4: Suzan McDowell will serve as the primary point of contact and be responsible for service to the City. Circle of One Marketing agrees to be available within 24 hours notice via telephone in cases where the City requests attendance at a meeting, response to telephone calls, response to specific inquiries and request for draft and issuance of a press release.

3.2.6.5: Key personnel who will be assigned to the City of Opa-locka program include the following Circle Team Members. Bios are in the link below each staff member:



Suzan McDowell
President & CEO
[Bio](#)



Wendy Rolon
VP of Operations
[Bio](#)



Beverly Holly
Director of Marketing
[Bio](#)



Nicole Brown
PR Coordinator
[Bio](#)



Tyra Robinson
Social Media Coordinator
[Bio](#)

Tab 6 - Schedule

Circle of One Marketing is available to begin this engagement during FY 2024 as early as May 1, 2024 (3.2.7.2) and would hope to earn the two (1) year renewable contracts following the first fiscal year of engagement (3.2.7.3) .

The timetable for most services within the scope is ongoing and as needed. The timeline for detailed components of the program is detailed as follows:

	Month of Service											
Services	1	2	3	4	5	6	7	8	9	10	11	12
Strategy/Discovery	x											
Public Relations	x	x	x	x	x	x	x	x	x	x	x	x
Social Media	x	x	x	x	x	x	x	x	x	x	x	x
Web maintenance	x	x	x	x	x	x	x	x	x	x	x	x
Newsletter				x			x			x		
Event planning (as needed)	x	x	x	x	x	x	x	x	x	x	x	x



Tab 7 - Pricing of Services

PRICE PROPOSAL FORM PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Monthly Fix Fee	\$11,500	
Alternate Plan Monthly Fixed Fee		(Optional)

SUBMITTED THIS 10th DAY OF APRIL , 2024

BID SUBMITTED BY:

Company: Circle of One Marketing

Telephone Number: 305-576-3790

Name of Person Authorized to Submit Bid: Suzan McDowell

Signature: 

Email Address: suzan@circleofonemarketing.com



Tab 8 - References

Reference #1

Client/Event name: Ten North Group/ Art of Transformation

Contact: Dr. Willie Logan, President & CEO

Contact email: logan@tennorthgroup.com

Contact phone: 305-687-3545

Dates of service - 2012 to present

Description of service offered: public relations, brand development, marketing, event management

Impact: Circle of One Marketing took this event from an unknown local event in 2012 to an internationally recognized and attended official Art Basel Miami Beach event in 2022. This event was held over eight days and over three blocks in the middle of Opa-locka, featuring the largest collection of art from the African Diaspora in Florida.

Reference #2

Client/Event name; City of Miami Gardens/Jazz in the Gardens

Contact: Tamara Wadley, Public Affairs

Contact email: twadley@miamigardens-fl.gov

Contact phone: 305-622-8000 x2580

Dates of service: 2006 to 2023

Description of service offered: public relations, brand development, marketing, event promotion, event management, partnership development and thought leadership.

Impact: The first Mayor of Miami Gardens, Mayor Shirley Gibson, engaged Circle of One for the first festival in 2006, when there were only eight tickets sold just five short weeks out from the festival. We took those eight tickets and turned them into 70,000 people in attendance annually over a period of 17 years.

Reference #3

Client name: City of Miramar

Contact: Alexandra Davis, Vice Mayor

Contact email: apdavis@miramarfl.gov

Contact phone: 954-602-3155

Dates of service: January 2022-present

Description of services offered: Producer of the City's signature event, the Afro-Carib Festival, a celebration of music from the African Diaspora and the Caribbean. Scope includes public relations, marketing, graphic design, social media, website management, community outreach, media buying, artist engagement and management, full event production and stage management.



Reference #4

Client/Event name: City of North Miami NoMi Tech launch

Contact: John Lorfils

Contact email: jlorfils@northmiamifl.gov

Contact phone: 786-831-6861

Dates of service - 2023

Description of service offered: public relations, brand development, marketing, event management

Impact: Circle of One Marketing was retained by the City of North Miami's newest municipal venture, NoMi Tech, an economic development initiative which supports technology startups and seeks to curate the City into a tech hub for minority owned businesses. During NoMi Tech's 15 month existence, which included other events, the City contends that the event on 4/29/23, produced by The Circle, was by far the best produced, promoted and attended.

Reference #5

Client/Event name: Miami Dade County - MDEAT

Contact: Bill Diggs

Contact email: william.diggs@miamidade.gov

Contact phone: (305) 375-5661

Dates of service - 2022

Description of service offered: video production services

Impact: Circle of One Marketing was retained by the Miami-Dade County's office of Miami-Dade Economic Advocacy Trust (MDEAT) to produce three (3) commercials for Miami-Dade Mayor Daniella Levine Cava's Support Black Owned Business 305 campaign, which aired on many prominent traditional and online local media outlets

Reference #6

Client/Event name: African American Research Library (Broward County)

Contact: Dr. Tameka Hobbs

Contact email: thobbs@broward.org

Contact phone: 954-357-6282

Dates of service - 2023

Description of service offered: public relations and marketing

Impact: Circle of One Marketing was retained by Broward County, on behalf of the African-American Research Library & Cultural Center, to handle public relations for the library's South Florida Book Festival. We earned a total of 36 stories/mentions with an advertising value of \$157K to include network TV like NBC.-6, Local 10, Miami Herald, Miami Times and more. According to the client, there was an almost 50% growth of the SF Book Festival from 2022 to 2023.



Tab 9 - Additional Forms

Required forms can be found as follows:

Proposer Qualifications

Certification regarding debarment and suspension

Drug Free workplace certification

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Circle of One MarketingAddress: 601 NE 36th StreetCity, State, Zip: Miami, FL 33137 Phone/Fax: _____2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 12/17/2001 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Suzan McDowell12/17/2001

6. The length of time in business: 22 years

7. The length of time (continuous) in business as a service organization in Florida:

22 years

8. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature  _____

Printed Name Suzan McDowell

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

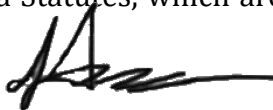
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Suzan McDowell the _____
(Name)

President & CEO of Circle of One Marketing
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/2024
Date


Signature



Exhibits

Exhibit A - State of Florida license approval:

State of Florida

Department of State

I certify from the records of this office that CIRCLE OF ONE MARKETING INC. is a corporation organized under the laws of the State of Florida, filed on December 17, 2001.

The document number of this corporation is P01000118855.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of April, 2024*




Secretary of State

Tracking Number: 8418402575CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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

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

PRODUCER TCC Associates, Inc. 2691 E Oakland Park Blvd Suite 202 Fort Lauderdale, FL 33306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (954) 565-1117	FAX (A/C, No): (954) 565-1131	
	E-MAIL ADDRESS: office@tccassociates.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hudson Excess Ins Co		
INSURED Circle Of One Marketing, Inc. Attn: Suzan McDowell 601 NE 36th St #1605 Miami, FL 33137	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 INSD	SUBR WVD	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 ☐ PRO-JECT ☐ LOC ☒ OTHER: Hired/Non-Owned Auto Liability			HBD 10022099 7	2/19/2024	2/19/2025	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 - COMP/OP AGG	\$ 1,000,000
							Limit - \$1M/\$2M	\$
	☐ 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	\$
								\$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proof of Insurance Coverage

CERTIFICATE HOLDER

CANCELLATION

City of Opa-Locka 780 Fisherman Street Opa Locka, FL 33054	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

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

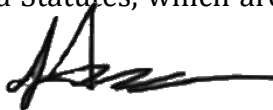
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Suzan McDowell the _____
(Name)

President & CEO of Circle of One Marketing
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/10/2024
Date


Signature

RFP 24-0410100
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
Circle of One Marketing the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such 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 Proposal has been submitted; or to refrain from Proposing 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 Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed 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 Proposal 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 of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Wally Kalam

Witness

Anthony Rovi

Witness

By: 
Signature

Suzan McDowell, President & CEO
Print Name and Title

State of Florida

Department of State

I certify from the records of this office that CIRCLE OF ONE MARKETING INC. is a corporation organized under the laws of the State of Florida, filed on December 17, 2001.

The document number of this corporation is P01000118855.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of April, 2024*




Secretary of State

Tracking Number: 8418402575CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature  _____

Printed Name Suzan McDowell

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.

Circle of One Marketing 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) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

601 NE 36 Street #1605

Requester's name and address (optional)

6 City, state, and ZIP code

Miami, FL 33137

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

7 5 - 3 0 1 7 8 1 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

3/14/2024

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS (\$263,526.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Sidewalk Installation Project ("Project") to install new sidewalks in all areas within the City lacking sidewalks. Staff has divided the Project into phases based on priority needs in order to spread out the fiscal impact over time; and

WHEREAS, Staff has developed a scope for Phase VIII of the Project; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "A"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024. The Agreement was subsequently renewed, with a new expiration date of March 21, 2026; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City has 96 lane-miles of roadways for which it is responsible. Through Phase VII, 28 lane-miles have been resurfaced. Phase VIII will add another 1.5 lane miles of resurfaced roadways; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for Two Hundred Sixty-Three Thousand Five Hundred Twenty-Six Dollars (\$263,526.00) for pavement resurfacing services, within the City, as provided herein; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for pavement resurfacing services, throughout the City, as provided herein, in an amount not to exceed Two Hundred Sixty-Three Thousand Five Hundred Twenty-Six Dollars (\$263,526.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback the City of Miami contract (IFB #1115382(28)) with H&R Paving Inc. for qualified professional services for pavement resurfacing services and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "C", for pavement resurfacing services, throughout the City of Opa-Locka, in an amount not to exceed Two Hundred Sixty-Three Thousand Five Hundred Twenty-Six Dollars (\$263,526.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2022.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Kelley _____

Commissioner Williams _____

Vice Mayor Ervin _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Director Signature:	DocuSigned by: EC5929C4FFB9414...	
Interim City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C46C07C1E8DE492	
Commission Meeting Date:	05/22/2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI'S CONTRACT WITH H&R PAVING FOR PHASE VIII OF THE MILLING & RESURFACING PROJECT.

Staff Summary:

The City initiated the Milling & Resurfacing Project to restore streets in the City in need of restoration. The staff has divided the project into phases based on prioritized needs to spread out the fiscal impact over time. The staff developed a scope of work for Phase VIII and has received a proposal in the amount of \$263,526.00.

Staff recommends continuing this project as it will enhance the City's image as well as improve driving conditions.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback the City of Miami IFB 1115382 for Pavement resurfacing services and accept the proposal from H&R Paving, Inc. for completion of Phase VIII.

The City has 96 lane-miles of roadways for which it is responsible. Through Phase VII, 28 lane-miles have been resurfaced. Phase VIII will add another 1.5 lane miles of resurfaced roadways.

Financial Impact: Funding for this item was addressed in Budget Amendment # 3 and the below template represents available balances after the acceptance of Budget Amendment # 3.

Account	Description	Available	Project	Remaining Balance
44-541822	Milling Resurfacing Pavement Marking Safe Neighborhood	\$289,433	\$263,526.00	\$25,907

Proposed Action:

Staff recommends approval of this item to mitigate possible future safety issues and to provide an overall improvement in driving on the City’s roads.

Attachment:

- Agenda
- Proposal provided by H&R Paving, Inc.
- Street Map
- City of Miami NTP Letter and BID form Package in response to the IFB 1115382
- Opa-locka Piggyback Contract.

1955 N.W. 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	
DATE:	3/7/24

LICENSED AND INSURED

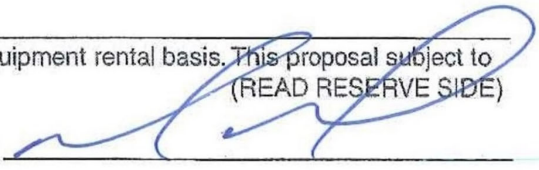
TO	CITY OF OPA LOCKA 780 FISHERMAN ST OPA- LOCKA, FLORIDA 33054	JOB	Milling & Resurfacing Phase 8 City of Miami Contract #: 1115382
CONTACT		PHONE	

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item #	Description	Quantity	Unit	Unit Price	Contract Amount
5	Mobilization	1.00	LS	\$ 300.00	\$ 300.00
11	Barricades Cones / Drums	300.00	ED	\$ 0.50	\$ 150.00
14	Work Zone Signage	50.00	ED	\$ 100.00	\$ 5,000.00
28	Mill and Dispose Existing Asphalt	19,185.00	SY	\$ 5.00	\$ 95,925.00
30	1" Superpave Asphalt, Type SP 9.5	19,185.00	SY	\$ 7.00	\$ 134,295.00
39	Utility Adjustment, Manhole	20.00	EA	\$ 500.00	\$ 10,000.00
40	Utility Adjustment, Valve Box	10.00	EA	\$ 300.00	\$ 3,000.00
61	Reflective Pavement Markers	80.00	EA	\$ 4.20	\$ 336.00
68	Solid Single 6" Thermoplastic Striping (W_Y)	1,600.00	LF	\$ 2.40	\$ 3,840.00
69	Solid Double 6" Yellow Thermoplastic Striping	1,600.00	LF	\$ 4.80	\$ 7,680.00
72	Solid Single 12" Thermoplastic Striping (W_Y)	500.00	LF	\$ 3.60	\$ 1,800.00
74	Solid Single 24" Thermoplastic Striping (W)	200.00	LF	\$ 6.00	\$ 1,200.00
				Total	\$ 263,526.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R PAVING, Inc. (READ RESERVE SIDE)

Authorized Signature: 

ACCEPTANCE OF PROPOSAL

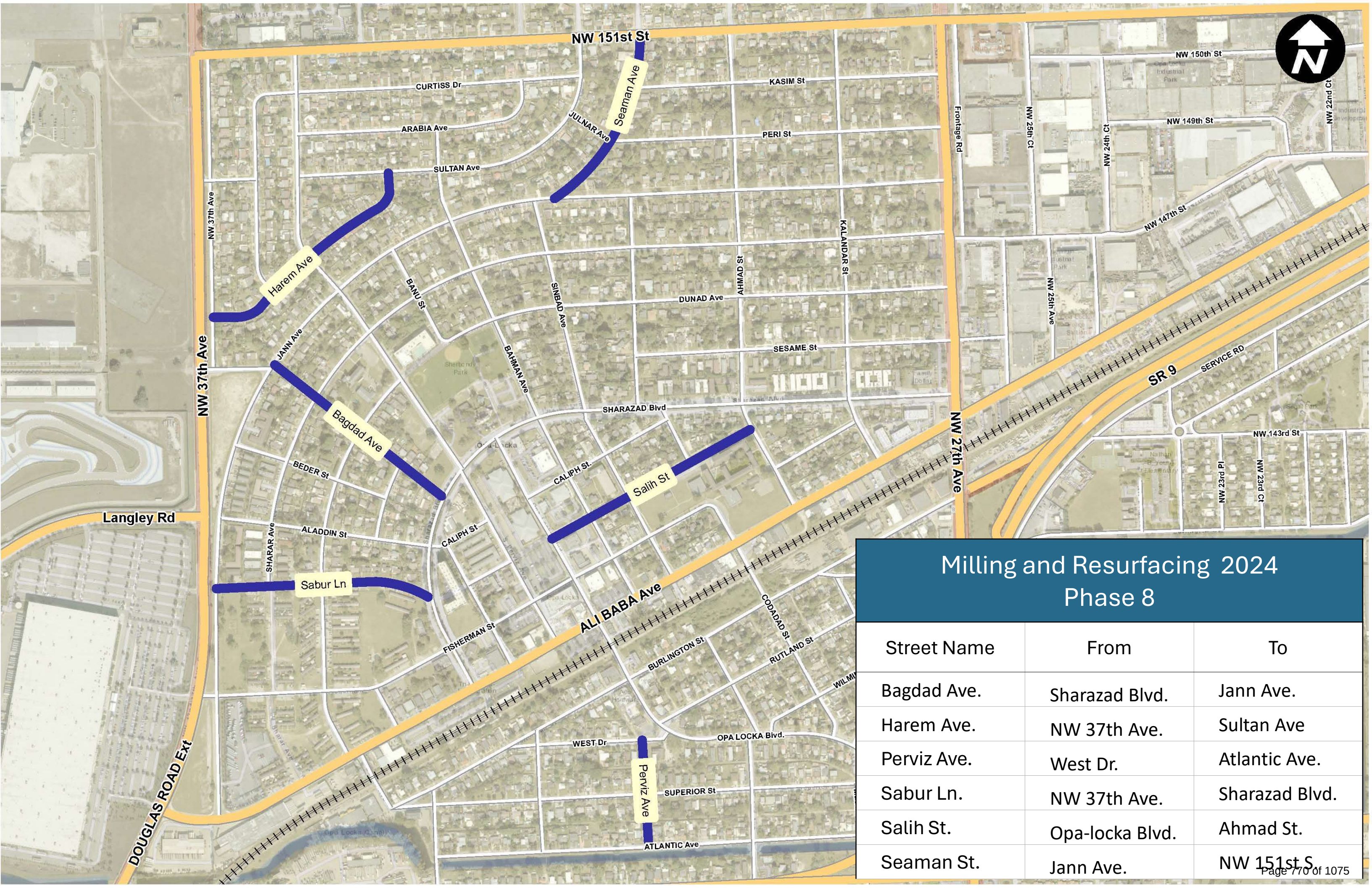
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: _____

Signature: _____



Milling and Resurfacing 2024 Phase 8

Street Name	From	To
Bagdad Ave.	Sharazad Blvd.	Jann Ave.
Harem Ave.	NW 37th Ave.	Sultan Ave
Perviz Ave.	West Dr.	Atlantic Ave.
Sabur Ln.	NW 37th Ave.	Sharazad Blvd.
Salih St.	Opa-locka Blvd.	Ahmad St.
Seaman St.	Jann Ave.	NW 151st S.

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City of Miami

CONTRACT AWARD

Procurement Department

FIRST RENEWAL

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

JVA Engineering Contractor, Inc.
6600 NW 32nd Avenue
Miami, FL 33147
Contact: Jose Alvarez, President
Ph: (305) 696-7902
Fax: (305) 696-7903
Email: jma@jvaengineering.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: **FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026**

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Victoria Rojas
Phone: (305) 416-1200

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912

Prepared By: Aimee Gandarilla, 1/3/2024

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION SERVICES

(Pavement Resurfacing Services Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172(the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide sidewalk installation services to the City (Sidewalk Installation – Phase VIII) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation to Bid No. 1115382 ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with sidewalk installation services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross, as Capital Improvement Programs Manager shall be the City Representative and may be reached at (305)953-2868 Ext. 1450.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darwin Williams, City Manager
 City of Opa-Locka
 780 Fisherman Street
 Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
 City Attorney
 Burnadette Norris-Weeks, P.A.
 401 NW 7th Avenue
 Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
 H&R Paving Inc
 1955 N. W. 110 AVE
 Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____ Date: _____
Darvin Williams, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

IFB 1115382 - FINAL PRICING - H&R PAVING

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment).	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor concrete curb and sidewalk work.	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45

12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for. includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.79	N/A	\$ 2.79
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 12.00	N/A	\$ 12.00

35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00
36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet structure.	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60

53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1		\$ 10.00	N/A	\$ 10.00
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54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1	\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1	\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1	#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1	\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions					\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control					\$100,000
Total Cost including Contingency Allowance						\$ 200,176.35

Director's Approval: _____

GROUP 2 - FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment)	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor concrete curb and sidewalk work.	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00

11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.77	N/A	\$ 2.77
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00

34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 17.00	N/A	\$ 17.00
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00
36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet structure.	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00

52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 10.00	N/A	\$ 10.00
54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1		\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1		\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1		#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1		\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions						\$ 50,000.00
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control						\$ 100,000.00
Total Cost including Contingency Allowance							\$ 200,181.33

Director's Approval: _____

Solicitation 1115382

Invitation for Bid for Pavement Resurfacing Services

Solicitation Designation: Public



City of Miami

Solicitation 1115382

Invitation for Bid for Pavement Resurfacing Services

Solicitation Number	1115382
Solicitation Title	Invitation for Bid for Pavement Resurfacing Services
Solicitation Start Date	Sep 11, 2020 9:22:37 AM EDT
Solicitation End Date	Oct 9, 2020 3:00:00 PM EDT
Question & Answer End Date	Sep 24, 2020 2:00:00 PM EDT
Solicitation Contact	Tahlia Gray 305-416-1912 tgray@miamigov.com
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	See Specifications
Pre-Solicitation Conference	Sep 18, 2020 10:00:00 AM EDT (Online) Attendance is optional

Item Response Form

Item	1115382-01-01 - PLEASE SUBMIT PRICING ON ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Miami <u>No Location Specified</u>

Qty 1

Description

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	1115382
Title:	Invitation for Bid for Pavement Resurfacing Services
Issue Date/Time:	11-SEP-2020
IFBClosing Date/Time:	09-OCT-2020 @ 15:00:00
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	September 18, 2020 at 10:00 AM
Pre-Bid/Pre-Proposal Location:	Virtual
Deadline for Request for Clarification:	September 24, 2020 at 2:00 PM
Contracting Officer:	Gray, Tahlia
Hard Copy Submittal Location:	NO HARD COPY SUBMITTALS PERMITTED
Contracting Officer E-Mail Address:	tgray@miamigov.com
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: H&R PAVING INC.

ADDRESS: 1955 NW 110 AVE MIAMI, FL 33172

PHONE: 305-201-3005 FAX: 305-592-6079

EMAIL: Abe@HR PAVING . Com CELL(Optional): 305-525-1453

SIGNED BY: (X) [Signature]

TITLE: President DATE: 10/8/2020

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

HER PAVING INC.

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Corporation

Year Established:

1976

Office Location: City of Miami, Miami-Dade County, or Other

MIAMI-DADE COUNTY

Business Tax Receipt/Occupational License Number:

674771 - E844

Business Tax Receipt/Occupational License Issuing Agency:

MIAMI-DADE COUNTY

Business Tax Receipt/Occupational License Expiration Date:

9/30/2021

Will Subcontractor(s) be used? (Yes or No)

yes

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/17). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Attachments Section of this solicitation.)

Line: 1

Description: **BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE ON THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT E - BID PRICE SHEET, LOCATED IN THE ATTACHMENTS SECTION OF THIS SOLICITATION.**

Category: **98852-00**Unit of Measure: **Each**

Unit Price: \$ _____

Number of Units: **1**

Total: \$ _____

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reporters, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond. If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

~~Any deductibles or self-insured retentions on referenced insurance coverages must be borne by~~ Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form

IFB 1115382 – Pavement Resurfacing Services

FIRM NAME:

H&R Paving Inc.

Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: <u>City of Miami</u>
	Address: <u>444 SW 2 Ave Miami, FL 33130</u>
	Contact Person: <u>Genady Beylin</u>
	Contact Phone Number and Email: <u>305-416-1233 Gbeylin@miamigov.com</u>
	Date of Contract or Sale: <u>8/4/2014</u>
	Prime or Subcontractor: <u>Prime</u>
	Other (Description of Service, Total dollar value of Contract, etc.): <u>M-0098 Milling, Resurfacing over 3 million</u>
	Past Performance Reference Check #2
	Company/Organization Name: <u>Miami-Dade County</u>
	Address: <u>111 NW 1st Miami, FL 33128</u>
	Contact Person: <u>Joaquin Rabassa</u>
	Contact Phone Number and Email: <u>305-375-4338 Joaquin.Rabassa@miamidade.gov</u>
	Contact E-mail (if applicable): <u>Joquin.Rabassa@miamidade.gov</u>
	Date of Contract or Sale: <u>Since 2000</u>
	Prime or Subcontractor: <u>Prime</u>
	Other (Description of Service, Total dollar value of Contract, etc.): <u>over 25 million Milling and Resurfacing</u>
	Past Performance Reference Check #3
	Company/Organization Name: <u>City of Homestead</u>
	Address: <u>551 SE 8th Homestead, FL 33030</u>
	Contact Person: <u>Sherry Adler</u>
	Contact Phone Number and Email: <u>305-224-4770</u>
	Contact E-mail (if applicable): <u>SADAR@CityofHomestead.com</u>
	Date of Contract or Sale: <u>2012-2020</u>
	Prime or Subcontractor: <u>Prime</u>
	Other (Description of Service, Total dollar value of Contract, etc.): <u>2 million - Milling and Resurfacing</u>

POLICY NUMBER:

APM- 2-19

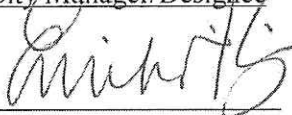
DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.

City Manager/Designee



SIGNATURE

City of Miami
CITY OF MIAMI



**ADMINISTRATIVE
POLICY**

REVISED
SECTION
Created

REVISIONS

DATE OF
REVISION
3/26/19

Solicitation 1115382

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. ~~Material deviations cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.~~

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work
Highway Striping	10724 SW 188th Miami, FL	Striping	08B500565		7%
Big D Eng.	3610 NE 15 Drive Homesstead, FL	Concrete	E0900162		7%

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fifteen percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonable withheld.

Name of Proposer:

HAR PAVING INC

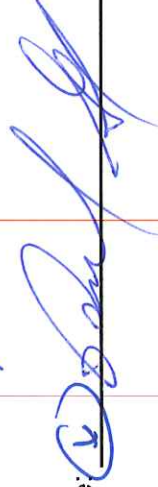
Date:

10/8/2020

Name of Individual Completing Form:

RAUL GONZALEZ

Signature:



"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING:		

Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$ 11.16	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31	0.00
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01	0.00
OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

CERTIFICATION REGARDING LOBBYING

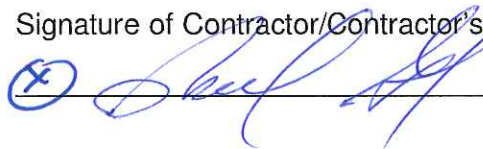
The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, HAR PAVING INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

_____

Name and Title of Contractor/Contractor's Authorized Official

PAUL GONZALEZ - President

Date: 10/8/2020



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: 1115382 (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: Pavement Resurfacing Services

Har Paving Inc. (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;
- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;
- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:Bidder/Proposer Local Office Address: 1955 NW 110 Ave Miami, FL 33177

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☒ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☒ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt
	Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	Miami-Dade County: ☒ YES ☐ NO ☐ Exempt
	Cite Exemption: _____ _____

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Paul Gonzalez
Print Name (Bidder/Proposer Authorized Representative)


Signature

10/8/2020
Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

H&R Paving Inc
1955 NW 110th Avenue
Miami, FL 33172

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, FL 33130

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Invitation for Bid for Pavement Resurfacing Services, Solicitation Number 1115382-01-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of October, 2020

(Witness)

H&R Paving Inc
(Principal)

(Seal)

(Title)

Philadelphia Indemnity Insurance Company
(Surety)

(Seal)

(Title) Warren M. Alter, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

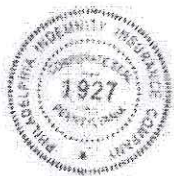
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

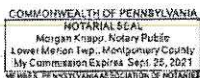
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHILY.com

SURETY BOND SEAL ADDENDUM

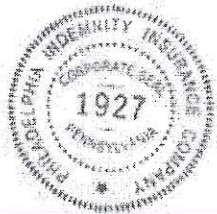
PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: _____

Michael Cundiff, Senior Vice President

000317

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL- DO NOT PAY

674771

BUSINESS NAME/LOCATION

H & R PAVING INC
1955 NW 110TH AVE
MIAMI FL 33172

RECEIPT NO.

RENEWAL
674771



SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
E844

PAYMENT RECEIVED
BY TAX COLLECTOR

\$75.00 07/17/2020

CHECK21-20-053348

OWNER

H & R PAVING INC

Worker(s)

10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

LB T

EXPIRES

SEPTEMBER 30, 2021

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

003829

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY-



6518725

BUSINESS NAME/LOCATION

H & R PAVING INC
1955 NW 110TH AVE
MIAMI FL 33172

RECEIPT NO.

RENEWAL
6789094



SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC062459

OWNER

H & R PAVING INC

Worker(s) 1

EXPIRES

SEPTEMBER 30, 2021

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

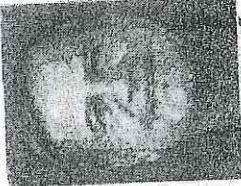
PAYMENT RECEIVED
BY TAX COLLECTOR

\$45.00 07/17/2020
CHECK21-20-053346

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY
E844
H & R PAVING INC
D.B.A.

Raul Jr.
GONZALEZ RAUL JR
Is certified under the provisions of Chapter 10 of Miami-Dade County

QUALIFYING TRADE(S)

State of Florida

Department of State

I certify from the records of this office that H & R PAVING, INC. is a corporation organized under the laws of the State of Florida, filed on August 19, 1976.

The document number of this corporation is 513070.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 17, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of March,
2020*



Laundrea Bee
Secretary of State

Tracking Number: 8284362647CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

STATE OF FLORIDA

COUNTY OF Miami-DadeCertified to and subscribed before me this 8th day of Oct, 2020, byPaul Gonzalez

(NOTARY SEAL)

Abe Rodriguez

Commission # GG160467 (Signature of Notary Public-State of Florida)

Expires: January 11, 2022

Bonded thru Aaron Notary

Abe Rodriguez
(Name of Notary Typed, Printed, or Stamped)Personally Known

OR Produced Identification

Type of Identification Produced

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS						
Line Item	Item Description	Unit	Quantity	Unit Cost	Total Cost = Quantity x Unit Cost	
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1	LS	1	5,000. ⁰⁰	5,000. ⁰⁰	
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	1. ⁰⁰	1. ⁰⁰	
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	1. ⁰⁰	1. ⁰⁰	
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per	LS	1	1,500. ⁰⁰	1500. ⁰⁰	
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	300. ⁰⁰	300. ⁰⁰	
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	1. ⁰⁰	1. ⁰⁰	
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already de-mobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task	LS	1	1. ⁰⁰	1. ⁰⁰	

8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor concrete curb and sidewalk work.	EA/DAY	1	5,000. ⁰⁰ Ⓜ	5,000. ⁰⁰ Ⓜ
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	5,000	3. ⁰⁰	15,000. ⁰⁰
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	5,000	3. ⁰⁰	15,000. ⁰⁰
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation,	EA/DAY	500	.50	250. ⁰⁰
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	500	.50	250. ⁰⁰
13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	50	.50	25. ⁰⁰
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation,	EA/DAY	30	100. ⁰⁰	3,000. ⁰⁰
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	30	10. ⁰⁰	300. ⁰⁰
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	30	25. ⁰⁰	750. ⁰⁰
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	25	50. ⁰⁰	1,250. ⁰⁰

18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	100	5.00	500.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment	SF	100	5.00	500.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	500	25.00	12,500.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	250	25.00	6,250.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	50	25.00	1,250.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1500	2.72	4,155.00
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	200	5.00	1,000.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	20	30.00	600.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	20	20.00	400.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	250	30.00	7,500.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	3,000	5.00	15,000.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1,500	1.00	1,500.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where	SY	2,000	7.00	14,000.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	2,000	10.41	20,820.00
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	2,000	14.00	28,000.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	2,000	8.00	16,000.00

34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	2,000	12. ⁰⁰	24,000. ⁰⁰
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	2,000	16. ⁰⁰	32,000. ⁰⁰
36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	100	5. ⁰⁰	2500. ⁰⁰
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1,000	5. ⁰⁰	5,000. ⁰⁰
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	5	250. ⁰⁰	1,250. ⁰⁰
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	5	500. ⁰⁰	2500. ⁰⁰
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	10	300. ⁰⁰	3,000. ⁰⁰
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes	EA	1	500. ⁰⁰	500. ⁰⁰
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	500. ⁰⁰	500. ⁰⁰
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet structure.	EA	1	1,000. ⁰⁰	1,000. ⁰⁰
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	500	15. ⁰⁰	7500. ⁰⁰
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if	LF	1,000	25. ⁰⁰	25,000. ⁰⁰
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	500	36. ⁰⁰	18,000. ⁰⁰

47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1,000	25. ⁰⁰	25,000. ⁰⁰
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	500	36. ⁰⁰	18,000. ⁰⁰
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1,000	25. ⁰⁰	25,000. ⁰⁰
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if	LF	500	36. ⁰⁰	18,000. ⁰⁰
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limeroack base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	500	8. ⁰⁰	4,000. ⁰⁰
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as	SF	1500	6.60	9,900. ⁰⁰
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	200	10. ⁰⁰	2,000. ⁰⁰
54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	25	200. ⁰⁰	5000. ⁰⁰
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	100	10. ⁰⁰	1,000. ⁰⁰
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	200	50. ⁰⁰	10,000. ⁰⁰

57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	3	360. ⁰⁰	1080. ⁰⁰
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per	AS	1	180. ⁰⁰	180. ⁰⁰
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	5	240. ⁰⁰	1200. ⁰⁰
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	20	72. ⁰⁰	1440. ⁰⁰
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all	EA	200	4.20	840. ⁰⁰
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing stripe).	LF	300	1.20	360. ⁰⁰
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	10	216. ⁰⁰	2160. ⁰⁰
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	10	96. ⁰⁰	960. ⁰⁰
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade County.	EA	10	360. ⁰⁰	3600. ⁰⁰
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the	SY	250	144. ⁰⁰	36,000. ⁰⁰
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-	SY	500	144. ⁰⁰	72,000. ⁰⁰
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	2.40	1200. ⁰⁰
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	4.80	2400. ⁰⁰
70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	1.20	600. ⁰⁰
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	1.20	600. ⁰⁰

72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	3.60	1800.00
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	4.80	2400.00
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	6.00	3,000.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	100	2.40	240.00
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	2.40	1,200.00
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved	SF	1000	20.00	20,000.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1000	30.00	30,000.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	2	30,000.00	60,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	4	2500.00	10,000.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions				\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control				\$100,000
Total Cost including Contingency Allowance					871,514.00

GROUP 2 - FEDERALLY FUNDED PROJECTS						
Line Item	Item Description	Unit	Quantity	Unit Cost	Total Cost = Quantity x Unit Cost	
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	5,000. ⁰⁰	5,000. ⁰⁰	
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	1.00	1.00	
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	1.00	1.00	
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	1,500. ⁰⁰	1,500. ⁰⁰	
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	300. ⁰⁰	300. ⁰⁰	
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	1.00	1.00	
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment)	LS	1	1.00	1.00	
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor concrete curb and sidewalk work.	EA/DAY	1	5,000. ⁰⁰	5,000. ⁰⁰	

9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	5,000	3. ⁰⁰	15,000. ⁰⁰
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	5,000	3. ⁰⁰	15,000. ⁰⁰
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	500	.50	250. ⁰⁰
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	500	.50	250. ⁰⁰
13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	50	.50	25. ⁰⁰
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	30	100. ⁰⁰	3,000. ⁰⁰
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	30	10. ⁰⁰	300. ⁰⁰
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	30	25. ⁰⁰	750. ⁰⁰
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	25	50. ⁰⁰	1,250. ⁰⁰
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	100	5. ⁰⁰	500. ⁰⁰
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	100	5. ⁰⁰	500. ⁰⁰
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	500	25. ⁰⁰	12,500. ⁰⁰
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	250	25. ⁰⁰	6,250. ⁰⁰
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	50	25. ⁰⁰	1,250. ⁰⁰
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1500	2.77	4,155. ⁰⁰

24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	200	5. ⁰⁰	1,000. ⁰⁰
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	20	30. ⁰⁰	600. ⁰⁰
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	20	20. ⁰⁰	400. ⁰⁰
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	250	30. ⁰⁰	7500. ⁰⁰
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	3,000	5. ⁰⁰	15,000. ⁰⁰
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1,500	1. ⁰⁰	1500. ⁰⁰
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	2,000	7. ⁰⁰	14,000. ⁰⁰
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	2,000	10.41	20,820. ⁰⁰
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	2,000	14. ⁰⁰	28,000. ⁰⁰
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	2,000	8. ⁰⁰	16,000. ⁰⁰
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	2,000	12. ⁰⁰	24,000. ⁰⁰
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	2,000	16. ⁰⁰	32,000. ⁰⁰
36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	100	5. ⁰⁰	2500. ⁰⁰
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1,000	5. ⁰⁰	5,000. ⁰⁰
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	5	250. ⁰⁰	1,250. ⁰⁰
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	5	500. ⁰⁰	2500. ⁰⁰
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	10	300. ⁰⁰	3,000. ⁰⁰

41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	500. ⁰⁰	500. ⁰⁰
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	500. ⁰⁰	500. ⁰⁰
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet structure.	EA	1	1,000. ⁰⁰	1,000. ⁰⁰
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	500	15. ⁰⁰	7500. ⁰⁰
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1,000	25. ⁰⁰	25,000. ⁰⁰
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	500	36. ⁰⁰	18,000. ⁰⁰
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1,000	25. ⁰⁰	25,000. ⁰⁰
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	500	36. ⁰⁰	18,000. ⁰⁰
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1,000	25. ⁰⁰	25,000. ⁰⁰ (P)
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	500	36. ⁰⁰	18,000. ⁰⁰ (P)
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	500	8. ⁰⁰	4,000. ⁰⁰ (P)
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1500	6.60	9900. ⁰⁰

53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	200	10. ⁰⁰	2,000. ⁰⁰
54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	25	200. ⁰⁰	5000. ⁰⁰
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	100	10. ⁰⁰	1,000. ⁰⁰
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	200	50. ⁰⁰	10,000. ⁰⁰
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	3	360. ⁰⁰	1080. ⁰⁰
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	180. ⁰⁰	180. ⁰⁰
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	5	240. ⁰⁰	1200. ⁰⁰
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	20	72. ⁰⁰	1440. ⁰⁰
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	200	4.20	840. ⁰⁰
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing stripe).	LF	300	1.20	360. ⁰⁰
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	10	216. ⁰⁰	2160. ⁰⁰
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	10	96. ⁰⁰	960. ⁰⁰
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade County.	EA	10	360. ⁰⁰	3600. ⁰⁰
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	250	144. ⁰⁰	36,000. ⁰⁰

67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	500	144. ⁰⁰	72,000. ⁰⁰
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	2.40	1200. ⁰⁰
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	4.80	2400. ⁰⁰
70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	1.20	600. ⁰⁰
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	1.20	600. ⁰⁰
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	3.60	1800. ⁰⁰
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	4.80	2400. ⁰⁰
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	6. ⁰⁰	3,000. ⁰⁰
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	100	2.40	240. ⁰⁰
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	500	2.40	1200. ⁰⁰
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1000	20. ⁰⁰	20,000. ⁰⁰
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1000	30. ⁰⁰	30,000. ⁰⁰
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	2	30,000. ⁰⁰	60,000. ⁰⁰
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	4	2500. ⁰⁰	10,000. ⁰⁰
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions				\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control				\$100,000
Total Cost including Contingency Allowance					821,514.⁰⁰



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Florida Profit Corporation
H & R PAVING, INC.

Filing Information

Document Number	513070
FEI/EIN Number	59-1690152
Date Filed	08/19/1976
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Last Event	AMENDMENT
Event Date Filed	11/14/2016
Event Effective Date	NONE

Principal Address

1955 N. W. 110 AVE
MIAMI, FL 33172

Changed: 09/10/1997

Mailing Address

1955 N. W. 110 AVE
MIAMI, FL 33172

Changed: 09/10/1997

Registered Agent Name & Address

GONZALEZ, LUCRECIA
1955 NW 110 AVENUE
MIAMI, FL 33172

Name Changed: 01/30/2008

Address Changed: 05/01/1998

Officer/Director Detail

Name & Address

Title ST

GONZALEZ, LUCRECIA
1955 N. W. 110 AVE
MIAMI, FL 33172

Title P

GONZALEZ, RAUL
1955 N. W. 110 AVE
MIAMI, FL 33172

Annual Reports

Report Year	Filed Date
2018	03/06/2018
2019	03/11/2019
2020	03/17/2020

Document Images

03/17/2020 -- ANNUAL REPORT	View image in PDF format
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03/20/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
03/22/2012 -- ANNUAL REPORT	View image in PDF format
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RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION AND GRANT AGREEMENT AMENDMENTS FOR THE AFRICAN AMERICAN HISTORICAL AND CULTURAL GRANT FOR THE OPA-LOCKA CITY HALL PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") was awarded an African American Historical and Cultural Grant by the Florida Department of State (FDOS) in the amount of Five Hundred Thousand Dollars (\$500,000) for the "Opa-Locka City Hall" project, currently in the construction phase; and

WHEREAS, the City will receive Five Hundred Thousand Dollars (\$500,000) toward renovation of Historic City Hall, within the City; and

WHEREAS, the City Manager is requesting the City Commission to ratify acceptance of FDOS grant funding and the City Manager's authorization to administer the program, including execution of the grant agreement, modifications and extensions; and

WHEREAS, this grant funding was received approximately two years ago. The original agreement covers the period July 1, 2021 to June 30, 2023. The two amendments executed extend the completion date to December 31, 2023 and then to June 30, 2024. Due to last minute project issues, staff is preparing a request to extend the agreement to September 30, 2024; and

WHEREAS, the grant application was not presented to the City Commission at the time it was received and submitted which resulted in a ratification; and

WHEREAS, the City Manager recommends the City Commission ratify the City's submission of the grant application; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application and grant agreement amendments, as described herein and attached hereto as Composite Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTION. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application and grant agreement amendments for the Florida Department of State African American Historical and Cultural Grant for the renovation of the City's Historical City Hall, attached hereto as Composite Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Manager:	Robert Anathan		Department Manager Signature:	ROBERT ANATHAN		
City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C48C07C1F8DE402...		
Commission Meeting Date:	May 22, 2024		Item Type: (Enter X in the box)	Resolution	Ordinance	Other
				X		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading
		X				
			Public Hearing: (Enter X in the box)	Yes	No	Yes
					X	
Funding Source: Account#:	(Enter Fund & Dept.) See Financial Impact Section		Advertising Requirement: (Enter X in the box)	Yes		No
						X
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A		
	X					
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
	X					
Sponsor Name:	City Manager		Department: Financial Support Services			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE RATIFICATION OF THE AFRICAN AMERICAN HISTORICAL AND CULTURAL GRANT FOR THE OPA-LOCKA CITY HALL PROJECT.

Staff Summary:

The City of Opa-locka was awarded an African American Historical and Cultural Grant by the Florida Department of State (FDOS) in the amount of Five Hundred Thousand Dollars (\$500,000) for the "Opa-locka City Hall" project, currently in the construction phase.

Staff is requesting the City Commission to ratify acceptance of FDOS grant funding and the City Manager's authorization to administer the program, including execution of the grant agreement. modifications and extensions. This grant funding was received approximately two years ago. However, the agenda item was not presented to the City Commission at the time which resulted in a ratification.

Financial Impact: The City will receive \$500,000 toward renovation of Historic City Hall.

Proposed Action:

Staff recommends the approval of this item to allow the appropriate administration of the Florida Department of State African American Historical and Cultural Grant for the renovation of the City's Historical City Hall

Attachment(s):

1. Agenda
2. Grant Contract Agreement between FDOS and the City of Opa-locka
3. Grant Contract Modification and Extensions

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Opa-locka
YFKCKZNKEVG3
23.s.aa.900.128**

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Opa-locka hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.128 for the Project "Opa-locka City Hall" in the amount of \$500,000 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Opa-locka City Hall," the public purpose for which these funds were appropriated.

- a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Opa-locka City Hall building into the Opa-locka Cultural Arts Center in Opa-locka, Miami-Dade County, Florida. Work items include selective demolition; sitework; restore and paint interior walls; MEP upgrades, including upgrading plumbing, HVAC, and electrical; installation of fire suppression system; restore/repair/replace eight (8) doors; and the installation of sound, lighting, and internet connections including wiring, hardware, and fixtures only. Grant funds will also be used for professional architectural / engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
---	--------------	-------------------------	---------------	----------------

1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$125,000
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$125,000
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$125,000

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$125,000
Totals				\$500,000

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. Length of Agreement. This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Nicole Hu
Florida Department of State
R.A. Gray Building
500 South Bronough Street

Tallahassee, FL 32399
Phone: 850.245.6355
Email: Nicole.Hu@dos.myflorida.com

For the Grantee:

Contact: Corion DeLaine
Address: 780 Fisherman Street Opa-locka Florida 33054
Phone: 305.953.2868
Email: cdelaine@opalockafl.gov

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall

refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at:
<https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.
- v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
- B. Upon completion of **design development and outline specifications**; and
- C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review

Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
 - e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
 - f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
- 13. Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable

industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has

been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure

of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services.

a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

- b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
- 42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: Alissa Lotane

Division Director Alissa Lotane
Division of Historical Resources

Date 4/20/23

Grantee:

By: Darvin Williams
Authorizing Official for the Grantee

DARVIN WILLIAMS - MANAGER
Typed name and title

Date 4/12/23

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$500,000

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

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

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

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury’s implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#) all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” [60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#) “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#) “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#) “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**
- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

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 contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

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.

DARVINE WILLIAMS

Name and Title of Authorized Representative

Darvine Williams

Signature

4/12/23

Date

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.
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 voluntarily 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.

City of Opa-locka

23.s.aa.900.128

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Opa-locka, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for Opa-locka City Hall. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to facilitate the restoration of the historic Opa-locka City Hall building into the Opa-locka Cultural Arts Center in Opa-locka, Miami-Dade County, Florida. Work items include selective demolition; sitework; restore and paint interior walls; MEP upgrades, including upgrading plumbing, HVAC, and electrical; installation of fire suppression system; restore/repair/replace eight (8) doors; and the installation of sound, lighting, and internet connections including wiring, hardware, and fixtures only. Grant funds will also be used for professional architectural / engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Amended Scope Of Work

Grant funds will be used to facilitate the restoration of the historic Opa-locka City Hall building into the Opa-locka Cultural Arts Center in Opa-locka, Miami-Dade County, Florida. Work items include elevator repair/replacement; minaret tower repair; southwest tower repair; site wall and exterior stairs repair; brick repointing electrical upgrades; installation of fire suppression system and security systems; site signage; toilet fixtures including ADA upgrades, urinals, faucets, flush valves, fixture supports, toilet seats, fittings, and trim; and restore/repair/replace eight (8) doors including hardware.

Architectural/Engineering Services are to be independently funded outside of grant funds.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Original Length of Agreement

7/1/2021 -12/31/2023

Amended Length of Agreement

7/1/2021 -6/30/2024

Additional Conditions

Page: 1

This Agreement is reinstated as if it had not expired and amended to reflect the extension dates set forth herein, effective as of the date both parties have executed this Amendment.

12. Grant Reporting Requirements:

h) Seventh Report is due by January 31, for the period ending December 31 (third year of the grant period).

i) Eighth Report is due by April 30, for the period ending March 31 (third year of the grant period).

j) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Architectural/Engineering Services	\$49,860	\$0	\$0
Door Repairs/Replacements	\$53,000	\$0	\$0
Restoration and Repainting of Interior Walls; Interior Finishes	\$80,000	\$0	\$0
Installation of Fire Suppression System	\$75,000	\$0	\$0
Upgrade Plumbing	\$11,500	\$0	\$0
Upgrade HVAC	\$50,500	\$0	\$0
Installation of Sound, Lighting, and Internet Connections/Fixtures	\$33,140	\$0	\$0
Upgrade Electrical	\$100,000	\$0	\$0
Mobilization; Selective Demolition; Sitework	\$47,000	\$0	\$0
Totals	\$500,000	\$0	\$0

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Elevator Replacement	\$138,000	\$0	\$0
Door Repairs/Replacements including Hardware, Frames, Access Panels, and Louvers	\$90,500	\$0	\$0
Minaret Tower Repair/Elev. Tower/ SW Tower/ Site Wall/Ext. Stairs Repair	\$40,000	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Electrical Gear & Panel Review/Light Fixtures/Fire & Security Alarm/ Wiring and Conduits/Electrical Installation	\$207,500	\$0	\$0
Toilet Accessories and Site Signage	\$14,000	\$0	\$0
CMU Brick Repointing	\$10,000	\$0	\$0
Totals	\$500,000	\$0	\$0

AUTHORIZATION

Darvin Williams

Authorized official for the Grantee

Alissa Lotare, Director

Authorized official for the Division

Darvin Williams 12/27/23
Authorized official Signature Date

Alissa Lotare 2/5/24
Division Authorized official Signature Date

City of Opa-locka

23.s.aa.900.128

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Opa-locka, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for Opa-locka City Hall. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions

12. Grant Reporting Requirements:

f) Sixth Report is due by July 15, for the period ending June 30 (third year of the grant period).

g) Seventh Report is due by October 15, for the period ending September 30 (third year of the grant period).

h) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200.

AUTHORIZATION

DARVIN WILLIAMS

Authorized official for the Grantee

Alissa S. Lotane, Director

Authorized official for the Division

N. Desha 5-5-23
Authorized official Signature Date

Alissa S. Lotane 6/6/2023
Division Authorized official Signature Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO APPROVE THE ANNUAL REPORT FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka, Florida, has established a Historic Preservation Ordinance, and the Historic Environmental Tree Preservation Board by Ordinance 16-13 in order to preserve and protect the City's historic and cultural heritage and to foster civic pride; and

WHEREAS, the Historic Environmental Preservation Board was also established to protect the green environment especially, the preservation of trees in the City in order to support Arbor Day principles; and

WHEREAS, the City is required to have a fully functional process as required by Miami-Dade County in order to maintain its separate, independent Historic Preservation Ordinance and as adopted by Ordinance 2022-02, to establish minimum standards for municipal historic preservation programs, as set forth in the Miami-Dade County Historic Preservation Ordinance Section 16A-3.1; and

WHEREAS, the Historic Preservation Ordinance requires municipalities that exercise jurisdiction of historic preservation to annually file a report with the County's Office of Historic Preservation; and

WHEREAS, this report shall briefly state the name, address and qualification of its historic preservation board members, when each member joined and if applicable left the board; The name, address and telephone number of its historic preservation staff members and consultants; the number of designation reports and certificates of appropriateness prepared and considered in that year. Attached to the report shall be a copy of the agendas and minutes of the meetings of the municipality's historic preservation board for that year and a list of any designation reports prepared by its staff during that year in accordance with Ordinance 2022-02.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby approves the Annual Report of the Historic Environmental Preservation Board, attached hereto as Exhibit "A". Upon City Commission approval, the attached Annual Report shall be submitted to the Miami-Dade County Office of Historic Preservation.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:	DocuSigned by: DocuSigned by: Gregory D. Gay 8B6FC69C-FB24-48B8-BBD8-124A803B64B6	
City Manager:	Darvin E. Williams		CM Signature	 C46C07C1E8DE492	
Commission Meeting Date:	May 22, 2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading X	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes X	No
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO APPROVE THE ANNUAL REPORT FROM JANUARY 1, 2022, THROUGH DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Miami-Dade County municipalities are required to have a fully functional process as required by County ordinance to maintain its separate, independent Historic Preservation Ordinance. The Annual Report briefly states name, address and qualification of Historic Environmental Preservation Board (HEPB) members, when each member joined and if applicable left the board. The name, address and telephone numbers of its historic preservation staff members and

consultants. The number of designation reports and certificates of appropriateness prepared and considered in that year.

Attached to the report is a copy of the agendas and minutes of the meetings of the municipality's historic preservation board for the year and a list of any designation reports prepared by its staff during that year.

Financial Impact: There is no financial impact associated with this item.

Proposed Action:

Planning and Community Development staff recommends approval of this legislation.

Attachments:

Draft Resolution
Annual Report
10-26-2023 HEPB Meeting Notice
Year in Review

Historic Preservation in Opa-locka, Florida – 2023-2024

A year of transition

While the agendas the City of Opa-locka Historic and Environmental Preservation Board of the past year do not indicate that a lot of activity occurred, in fact much has gone on that will see fruition in the coming year and beyond.

The City allocated \$100,000, a project of City Manager Darvin Williams, to fund a competitive grant program that, in the coming year, will provide \$25,000 to each of four qualifying owners of historically designated homes for restoration work. Funds will finance the restoration of signature elements of Opa-locka's 1920s Moorish Revival architecture, including domes, minarets, crenellated parapets, tile cladding with Moorish-style geometric patterns, keyhole arches and chimneys. The program is managed by Solomon Bankole, Economic Development Manager, Planning Community Development Department.

2023 saw the hiring of Randall Robinson as Opa-locka City Planner. Mr. Robinson brings to the City a background in Community Development, Community Organization, Historic Preservation Advocacy, City Planning and Urban Design.

The historic renovation of the 1926 Opa-locka Company Administration Building began in October with completion in spring 2024. Better known as Historic City Hall, the centerpiece and symbol Glenn Curtiss' City Beautiful of 1001 Arabian Nights is receiving its most extensive and restorative renovation in time for Opa-locka's centennial in 2026. When restoration is complete, the facility will serve as a banquet and event space as well as a cultural exhibition hall.

In 2024 Diana Cheng was hired as Executive Secretary and Clerk to the Planning and Zoning Appeals and Historic and Environmental Preservation Boards. Mrs. Cheng brings administrative professional skills gained over twenty years in both the public and private sectors. She has already proven to be what her resume states: ethical, reliable, and resourceful individual with diligent work habits she is a welcome addition to the department and the City administration.

The year also saw the repositioning of Discover Opa-locka as the Opa-locka Preservation Association (OLPA). OLPA conducts regularly scheduled walking and bike tours of the city. The Opa-locka Heritage Trail, an effort of OLPA, consisting of 14 interpretive markers throughout the downtown will be inaugurated in April 2024 and will complement the re-inauguration of the Administration Building.

Among the items that appeared on HEPB agendas was the Certificate of Appropriateness for the historic restoration of the Solomon home at 1011 Sharar Avenue. We note that the staff report, an effort of Zoning Official Gerald Lee, was recognized by HEPB Dolly McIntire, a founder of and the doyenne of Historic Preservation in Miami-Dade County, as exemplary and will serve as a template for the Planning and Community Development Department onward.

Reflected in all of this is the steady and unwavering leadership of Planning Director Gregory Gay.



**CITY OF OPA-LOCKA
NOTICE OF HISTORIC AND ENVIRONMENTAL PRESERVATION
BOARD MEETING**

NOTICE IS HEREBY GIVEN that a meeting of the Historic and Environmental Preservation Board will be held on **Thursday, October 26, 2023, at 7 p.m.**, at 780 Fisherman Street, 3rd Floor, Opa-locka, Florida. The purpose of Historic and Environmental Preservation Board Meeting is to discuss and consider the following:

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE COMPLETE INTERIOR RENOVATION OF THE EXISTING STRUCTURE AND STRIP EXTERIOR WALLS TO CONCRETE MASONRY UNIT; KITCHEN AND ALL BATHROOM PLUMBING FIXTURES TO BE RECONFIGURED AND REPLACED; ALL EXTERIOR WINDOWS AND DOORS TO BE REMOVED AND REPLACED WITH IMPACT WINDOWS AND DOORS TO CODE; REMOVE AND REPLACE EXISTING FLOOR JOISTS AS NEEDED; REPAIR CEILING RAFTERS AS NEEDED; REPAIR EXTERIOR STUCCO AS NEEDED AND REPAINT; RAISE WEST ELEVATION WINDOWS TO THEIR ORIGINAL HEIGHT OF 3' ABOVE FINISHED FLOOR TO COMPLETE THE RESTORATION AND RENOVATION OF THE STRUCTURE AT 1011 SHARAR AVENUE PROPOSED FOR THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Procedures for Public Participation

Historic and Environmental Preservation Board Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Historic and Environmental Preservation Board may do so in person or virtually.

To participate virtually, please register online by 5:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

How to watch the meeting

Members of the public can watch City of Opa-locka public meetings at <https://www.youtube.com/user/CityofOpaLocka>.

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 (voice) for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service) prior to the proceeding. For questions and/or additional information, please contact Randall Robinson, City Planner at rrobinson@opalockafl.gov or by telephone at (305) 953-2868. Ext. 5003.

Randall Robinson
City Planner

Joanna Flores, CMC
City Clerk



HISTORIC PRESERVATION ANNUAL REPORT

JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

Name of Local Government: <i>City of Opa-locka</i>
Report Submitted By: <i>Randall Robinson</i>
Contact Information: <i>305-953-2868, ext 5003, rrobinson@opalockafl.gov</i>
Date Report Submitted: <i>T.B.D. when 2023 report form is issued.</i>

1. Ordinance: Were there any amendments to the Ordinance? YES ☐ NO ☒

If so, please describe briefly the changes below and provide a copy of the revised ordinance:

2. Rules of Procedure: Were there any changes/additions to the Rules of Procedure?

YES ☐ NO ☒

If yes, please briefly describe the changes below and provide a copy of the revised procedures:

3. Summary of Preservation Board Activities:

- a. Number of times your board met during this reporting period: 4
- b. Date and time of regularly scheduled board meetings: Fourth Thursday, 7:00pm
- c. Number of new designations for this year: 1
- d. Number of designation reports produced/considered for this year: 1
- e. Number of Florida Master Site File forms submitted: 0
- f. Number of National Register proposals reviewed: 0
- g. Number of Special (Board) Certificates of Appropriateness reviewed: 2

h. Number of Administrative Certificates of Appropriateness reviewed: 0

4. Preservation Board Members – Please list all your current Board Members and their professions. Please attach the resumes for any new Board Members appointed during the reporting period:

Name	Address	Profession	Years of Service
<u>Zamarr T. Brown</u>	2001 Tyler St, #2, Hollywood, FL 33020	Architect	4
<u>Romer Ferguson, III</u>	371 Sinbad Ave, Opa-locka, FL 33054	City Resident	4
<u>Mykeshia A. Fenn</u>	831 West Dr., Opa-locka, FL 33054	City Resident	4
<u>Frances “Dolly” McIntire</u>	409 Viscaya Avenue Coral Gables, FL 33134	Historic Preservation Advocate	3
<u>Nikisha A. Williams</u>	1200 Jann Avenue Opa-locka FL 33054	City Resident	3
<u>William Robert Smith (Bob)</u>	230 NE 94 th Street Miami, FL 33138	Historic Preservation Advocate	2
<u>Alexander Van Meel</u>	806 Jann Avenue Opa-locka, FL 33054	City Resident	3

5. Total Number of Locally Designated Properties:

- a. Number of Individual Resources: _____
b. Number of Districts: 0
c. Number of Archaeological Sites and/or Zones, if applicable: n/a

6. Is your Preservation Ordinance and/or Ad Valorem Tax Exemption Ordinance on- line at the local government’s website? YES ☐ NO ☒
If so, what is the website address: _____



7. How can the Miami-Dade County Office of Historic Preservation better support your municipal historic preservation efforts?

By requiring bi-monthly reports.

REQUIRED ATTACHMENTS

Please include the following attachments:

- ☒ Agendas of all 2022 HP Board meetings
- ☐ Minutes of all 2022 HP Board meetings
- ☐ Amended Ordinance (if applicable)
- ☐ Amended Rules of Procedure (if applicable)
- ☐ List of new designations (if applicable)
- ☐ Resumes of any new board members (if applicable)

SUBMITTAL

Please return the annual report and related materials by March 31, 2023 via email to:

Sarah Cody, Historic Preservation Chief
Office of Historic Preservation
111 NW 1st Street, Mailbox # 114
Miami, FL 33128

scody@miamidade.gov

and provide a copy to:

Basia Pruna, Director
Miami-Dade County
Clerk of the Board of County Commissioners
111 NW 1st Street, Suite 17-202
Miami, FL 33128

Clerk.board@miamidade.gov

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF OPA-LOCKA'S APPLICATION TO THE SURVEY AND REGISTRATION SECTION OF THE BUREAU OF HISTORIC PRESERVATION FOR THE CITY'S INCLUSION IN THE FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka, Florida ("City") has made historic preservation a public policy through the passage of a Historic Preservation Ordinance, and established the Historic Environmental Preservation Board by Ordinance 16-13 in order to preserve and protect the City's historic and cultural heritage and to foster civic pride; and

WHEREAS, the Certified Local Government (CLG) Program was enacted as part of the National Historic Preservation Act Amendments of 1980, linking Federal, State and Local Governments into a preservation partnership for the identification, evaluation and protection of historic properties. The National Park Service (NPS) is responsible for administering the National Historic Preservation Program; and

WHEREAS, Certified Local Government Designation makes Bureau of Historic Preservation staff available to Certified Local Governments as a source of technical assistance and information; and

WHEREAS, through the State of Florida's Division of Historical Resources' Small Matching Grants Program, Certified Local Governments in good standing are eligible to compete for pass-through subgrants funded by the Historic Preservation Fund Grant received by the Division annually from the National Park Service; and

WHEREAS, federal regulations require that National Register nomination proposals be reviewed by Certified Local Government historic preservation boards before they can be presented to the Florida National Register Review Board; and

WHEREAS, the City Commission of Opa-Locka desires to support the City's application to the Survey and Registration Section of the Bureau of Historic Preservation for inclusion in the Florida Certified Local Government Program; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes and approves the City of Opa-Locka's application to the Survey and Registration Section of The Bureau of Historic Preservation for the City's inclusion in the Florida Certified Local Government Program.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice-Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:	DocuSigned by: <i>Gregory Gay</i> DocuSigned by: <i>Gregory Gay</i> C46C07C1E8DE482...	
City Manager:	Darvin E. Williams		CM Signature	<i>Darvin Williams</i> C46C07C1E8DE482...	
Commission Meeting Date:	May 22, 2024		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading X	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>		Yes
	See Financial Impact section below			X	
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO SUPPORT THE CITY OF OPA-LOCKA'S APPLICATION TO THE SURVEY AND REGISTRATION SECTION, BUREAU OF HISTORIC PRESERVATION FOR INCLUSION IN THE FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Certified Local Government (CLG) Program was enacted as part of the National Historic Preservation Act Amendments of 1980, linking Federal, State and Local Governments into a preservation partnership for the identification, evaluation and protection of historic properties. CLG designation makes Bureau of Historic Preservation staff available to Certified Local Governments as a source of technical assistance and information.

Through the Division of Historical Resource's Small Matching Grants program CLGs in good standing are eligible to compete for pass-through subgrants funded by the Historic Preservation Fund grant the Division receives annually from the National Park Service.

Federal regulations require that National Register nomination proposals be reviewed by CLG historic preservation boards before they can be presented to the Florida National Register Review Board.

Financial Impact: There is no financial impact for this item.

Proposed Action:

Planning and Community Development Staff recommends approval of this legislation.

Attachments:

Draft Resolution
Completed Application

APPENDIX C

APPLICATION FOR CERTIFICATION FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM

Mail completed application to:

Survey and Registration Section
Bureau of Historic Preservation
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Instructions:

1. Please use this application form.
 2. Please print or type all responses.
 3. Make sure all forms are signed.
 4. Submit one complete set of all application materials.
 5. Incomplete applications will be returned.
-

1. Local Government Name: City of Opa-locka

2. County: Miami-Dade

3. Contact (Name/Title/Address/Phone): Randall Robinson, City Planner, City of Opa-locka, 780 Fisherman Street, 305-953-2868, ext. 5003.

4. Appropriate Local Official (Name/Title/Address/Phone/E-Mail/Fax): Darvin E. Williams, City Manager, City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054, 305-953-2868,

5. Historic Preservation Review Commission (Name/Address/Phone): Historic Environmental Preservation Board, Planning and Community Development Department, City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054, 305-953-2868, ext. 5003.

6. Time and Place of Regular Review Commission Meetings: A minimum of six meetings may be scheduled on the fourth Thursday of the month at 7:00 pm, in the City Commission Chambers, 780 Fisherman Street, Opa-locka, Florida 33054.

APPLICATION FOR CERTIFICATION

7. Briefly describe how the membership requirements for historic preservation commissions have been satisfied. Be sure to address to what extent professionals are available in the community and the positive involvement in historic preservation of the professional members. PLEASE SEE PAGES 4 AND 5 OF THIS APPLICATION

The City of Opa-locka Historic Environmental Preservation Board is an advisory body to the Opa-locka City Commission, consisting of nine members, each of whom shall be appointed by the City Commission, for a term of two or four years. Each member of the board shall serve until the expiration of his or her term. Members shall be eligible for reappointment. The City Commission of the City of Opa-locka shall attempt to appoint architects, realtors, historians, art historians, lawyers, engineers, archaeologists or other individuals from the business, financial, or other segments of the community who, by virtue of their profession or business, have demonstrated concern for historic preservation. The Historic Environmental Preservation Board shall include not less than one architect; one real estate agent or attorney at law; and one historian or architectural historian. The City Manager shall provide qualified professional staff for the Board.

At least five members of the Historic Environmental Preservation Board shall be residents of the City of Opa-locka. The City Commission, within its discretion, may appoint up to a maximum of four members of the board who are not residents of the City of Opa-locka, Florida. These four appointments shall be made based on civic pride, integrity, experience and interest in the field of historic preservation and city beautification. Members of the Historic Environmental Preservation Board shall have diverse backgrounds, and whenever possible, prior experience in land use, planning, zoning, legal matters, landscape architecture, historic preservation or working knowledge of historic preservation principles and general working knowledge of tree and plant identification and characteristics.

8. Briefly describe your system for survey and inventory of local historic resources.

The Planning and Community Development Department (PCD) maintains a list of significant properties in the city of the original Opa-locka Company development of the 1920s. The list indicates whether properties have local or national designation or both or neither, or have been demolished. Currently the City is working to recommend local designation of those properties on the list without designation with the goal of National designation of all eligible properties.

PCD staff recognizes that survey of 1930s and Post World War II properties is overdue. It should be noted that at its April 2024 meeting the HEPB reviewed the first nomination, from the list of original properties, for historic designation since 1991.

APPLICATION FOR CERTIFICATION

9. Briefly describe how the local government intends to participate in the National Register program and detail how public participation requirements will be carried out in the local government's review of National Register nomination proposals.

HEPB meetings are publicly announced, open to the public and have a previously advertised agenda. HEPB meetings held as often as is necessary to complete Board work in a timely fashion, but not less than six meetings are held each year.

Minutes of all actions of the HEPB, including reasons for making decisions, are kept on file and available for public inspection, per s.286.011 Florida Statutes.

All recommendations by the HEPB are made in a public forum, of which applicants are given written notification. All HEPB recommendations are submitted to the City Commission for final review and approval.

Rules of Procedure adopted by the HEPB and the City Commission are available for public inspection, per s.119.07, Florida Statutes.

Appropriate local officials, owners of record, and applicants are notified of proposed HEPB and City Commission actions concerning a proposed nomination to the National Register of Historic Places according to requirements found in 36 CFR Part 60, incorporated by reference. Objections by owners of properties proposed for nomination are notarized.

10. Briefly describe why you are seeking certification.

The City of Opa-locka seeks Certified Local Government status to:

- bring its historic preservation program in line with Department of the Interior best practice standards.*
- most efficiently administer the process of national register nomination.*
- avail the City of Opa-locka Planning and Community Development Department of State Historic Preservation Office technical assistance.*
- be eligible for Federal historic preservation grant funding passed through the Florida Department of State.*

11. Are you planning to apply for Certified Local Government subgrants?

YES ☒ NO ☐

If yes, briefly describe the purpose of the proposed Certified Local Government subgrant request.

If awarded Certified Local Government status, the City of Opa-locka will apply for funding for survey and inventory of local historic resources.

APPLICATION FOR CERTIFICATION

Membership of Review Commission

	Name and Profession	Term Expires
1. Chairperson	Mykeshia A. Fenn , City Resident	
2. Member	Zamarr T. Brown , Architect, September 2024	
3. Member	Romer Ferguson, III , City Resident, September 2024	
4. Member	Frances “Dolly” MacIntyre , Historic Preservation Advocate, September 2025	
5. Member	Nikisha L. Williams , City Resident, September 2023	
6. Member	William Robert Smith (Bob) , Historic Preservation Advocate, September 2026	
7. Member	Alexander Van Mecl, Vice Chair , City Resident, September 2026	

APPLICATION FOR CERTIFICATION

Historic Preservation Review Commission Member Background Information

Name _____

Address _____

Telephone (Home) _____
(Office) _____

Occupation _____

Please give a brief description of your demonstrated special interest, knowledge or training in fields related to historic preservation.

Historic Preservation training received (conferences, seminars attended)	Date
_____	_____
_____	_____
_____	_____

Are you a member of:	Yes	No
The Florida Historical Society	☐	☐
The Florida Trust for Historic Preservation	☐	☐
The National Trust for Historic Preservation	☐	☐
_____ County Historical Society		

Other _____

APPLICATION FOR CERTIFICATION

Are you or have you ever been a member of any other government board or commission?
NO _____ YES _____ Please list and indicate term(s) of service:

Certified Local Government Ordinance Internal Checklist

APPLICATION FOR CERTIFICATION

B.1. Requirements of Ordinance

Requirements	Ordinance Citation
a) Purpose clearly stated.	√
<i>The City of Opa-locka, Florida established the Historic Environmental Preservation Board to preserve and protect the City's historic and cultural heritage and foster civic pride; and to protect the green environment within the city, especially the preservation of its trees, in order to support Arbor Day principles.</i>	
b) Authority for appointment of suitable commission	√
<i>The City Commission of the City of Opa-locka shall attempt to appoint architects, realtors, historians, art historians, lawyers, engineers, archaeologists, or other individuals from the business, financial, or other segments of the community who, by virtue of their profession or business, have demonstrated concern for historic preservation. The Historic Environmental Preservation Board shall include not less than one architect; one real estate agent or attorney at law; and one historian or architectural historian. The City Manager shall provide qualified professional staff for the Board.</i>	
c) Criteria for designation of historic properties clearly defined (shall be based on and consistent with the criteria used by the National Register)	√
<i>The City Commission shall have the authority to designate areas, places, buildings, structures, landscape features, archeological sites and other improvements or physical features, as individual sites, districts, or archeological zones that are significant in Opa-locka history, architecture, archeology, or culture and possesses an integrity of location, design, setting, materials, workmanship or association, or:</i>	
<i>A. Are associated with distinctive elements of the cultural, social political, economic, scientific, religious, prehistoric and architectural history that have contributed o the pattern of history in the community, Miami-Dade County, South Florida, the state or the nation; or</i>	
<i>B. Are associated with the lives of persons significant in our past; or</i>	
<i>C. Embody the distinctive characteristics of a type, period, style or method of construction work of a master; or that possess high artistic value, or that represent a distinguishable entity whose components may lack individual distinction; or</i>	
<i>D. Have yielded, or are likely to yield information in history or prehistory; or</i>	
<i>E. Are listed in the National Register of Historic places.</i>	
d) Clearly defined process for designation of historic properties including the consequences of designation	

Prior to the designation of an individual site, a district, or an archeological zone, an investigation and designation report must be filed with City. The format of these reports may vary according to the type of designation, however all reports must address the following: The historical, cultural, architectural and archeological significance of the property or properties being recommended for designation; a recommendation of boundaries for districts and archeological zones and identification of boundaries of individual sites being designated; a recommendation of standards to be adopted by the City Commission in carrying out its regulatory function under this ordinance with respect to Certificates of Appropriateness and Certificates to Dig. Where a report is filed recommending designation of a district, the report must identify those properties, if any, within the district which are not historically or architecturally compatible with structures in the district. The standards for regulating such non-conforming properties shall provide that a Certificate of Appropriateness may be required only for new construction on such properties. All reports shall take into consideration projected, proposed or existing public improvements and developmental or renewal plans. The Board must produce at least one designation report per calendar year and present it to the municipal historic preservation board for consideration, until all properties in its jurisdiction listed as historically significant on the municipality's or the County's previous surveys have been considered for designation.

Procedure

A) Petition of the Owner - The owner(s) of any property in the City of Opa-locka may petition the Board for recommendation of designation of their property as an individual site, district or archeological zone provided that they appear before the Board with sufficient information to warrant the investigation of the property for future designation and the Board finds that the property may be worthy of designation. The Miami-Dade County Historic Preservation Chief may also recommend the initiation of designations. The Board shall, based on its findings, either direct the staff to transfer its recommendation to the City Commission so that the City Commission can then direct City staff to begin the designation process or deny the petition.

B) Directive of the Board - Upon recommendations from staff and the acceptance of petitions pursuant to this section, staff shall transmit the Board's recommendations to the City Commission along with any other recommendations the Board may deem necessary and submit its report to the City Commission.

C) Notification of owner - For each proposed designation of an individual site, district, or archeological zone the Board is encouraged to obtain the permission of the property owner(s) within the designated area, and is responsible for mailing a copy of the designation report to the owner(s) as notification of the intent of the Board to consider designation of the property at least 15 days prior to a public hearing held pursuant to this section.

D) Notification of Government Agencies - Upon filing of a designation report, the Community Development Director shall immediately notify the Clerk of the Board of County Commissioners, the City Clerk, the City Building Official, the City Attorney and any other County or Municipal agency, including agencies with demolition powers, that may be affected by said filing.

E) Notification of a Public Hearing - For each individual site, district or archeological zone proposed for designation a public hearing must be held as required by the Chapter 16A-3.1 of the Miami-Dade County Code of Ordinances.

F) Requirement of Notification - The Board shall reduce to writing its recommendation to approve, deny, or amend the proposed designation and direct the Community Development Director to notify the City Commission following of its actions with a copy of the official minutes of the meeting, and a recommendation of the Board providing a summary statement of the effects of this action.

1. The City of Opa-locka Building Official.
2. The Opa-locka City Clerk,
3. Owner(s) of the affected property and other parties having an interest in the property, if known,
4. The Opa-locka Public Works Department, and
5. Any other County or Municipal Agency, including agencies with demolition powers, that may be affected by this action.
6. Moratorium. Upon the filing of a designation report by the staff, the owner(s) of the real property which is the object matter of the designation report shall not:
 1. Erect any structure on the subject property.
 2. Alter, restore, renovate, move or demolish any structure on the subject property, until such time as final action, as provided by this chapter, is completed.

f) Authority for the Review Commission to review and render a decision on all proposed alterations, demolitions, relocations, and new construction within the boundaries designated by the ordinance, or which directly affect designated _____ properties.

The Board shall have the authority to review applications for Certificate of Appropriateness for all property in Opa-locka, however owned, by either private or public parties. The purposes of this ordinance shall apply equally to plans, projects or work executed or assisted by any private party, governmental body or agency, department, authority or board of the City, County or State.

g) Provisions for the delay of demolitions, but not for the indefinite stay _____ of a demolition.

No permit for voluntary demolition of a designated building, structure, improvement or site shall be issued to the owner(s) thereof until an application for a Special Certificate of Appropriateness has been submitted and approved pursuant to the procedures in this Section. Refusal by the Board to grant a Special Certificate of Appropriateness shall be evidenced by written order detailing the public interest which is sought to be preserved. The Board shall be guided by the criteria contained in subsection V, D herein. The Board may grant a Special Certificate of Appropriateness which may provide for a delayed effective date of up to two (2) years. The effective date shall be determined by the Board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition delay period, the Board may take such steps as it deems necessary to preserve the structure concerned, in accordance with the purposes of this ordinance. Such steps may include, but shall not be limited to, consultation with civic groups public agencies and interested citizens, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features.

h) Criteria for the review of proposals for alterations, new construction, relocations

and demolitions clearly set forth in the ordinance (alterations shall achieve the purpose of the Secretary of the Interior's Standards for Rehabilitation and ~~Guidelines~~ for Rehabilitation Historic Buildings)

i) Provisions for enforcing decisions. _____

All work performed pursuant to the issuance of any Certificate of Appropriateness shall conform to the requirements of the Certificate. The City Manager shall designate an appropriate official to assist the Board by making necessary inspections in connection with enforcement of this ordinance and shall be empowered to issue a stop work order if performance is not in accordance with the issued certificate. No work shall proceed if a stop work order continues in effect. Copies of inspection reports shall be furnished to the Board and copies of any stop work orders both to the Board and the applicant. The Building Official or appropriate official and staff for the Board shall be responsible for ensuring that any work not in accordance with an issued Certificate of Appropriateness shall be corrected to comply with the Certificate of Appropriateness prior to withdrawing the stop work order.

j) Penalties for non-compliance.

Failure by an owner of record to comply with any provision of this ordinance shall constitute a violation hereof and shall be punishable by the City Commission by civil or criminal penalties including a fine of not more than \$500.00 per day for each day the violation continues. In addition, the Board may require that any work performed contrary to this ordinance must be removed and the property returned to its condition prior to commencement of said action. _____

k) Specific time frames for reviews _____

l) Right of appeal

Upon written decision of the City Commission, an aggrieved party may appeal the decision by filing a written notice of appeal with the City Clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Subsequently, the City Commission shall conduct a public hearing at which time they may affirm, modify or reverse the decision of the Board or of the City Commission. Nothing contained herein shall preclude the City Commission from seeking additional information prior to rendering a final decision. The decision of the City Commission shall be reflected in the minutes and a copy of the Minutes shall be forwarded to the board and the appealing party.

Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the City Commission may appeal an adverse decision to the Circuit Court in and for Dade County, Florida. The party taking the appeal shall be required to pay to the City of Opa-locka the sum of One Hundred Dollars (\$100.00) to defray the costs of preparing the record on appeal. _____

m) Specific time frames for consideration of development proposals _____

B.2. Commission

Requirements	Ordinance Citation
a) Minimum of five (5) members (minimum of three (3) members if a population less than 10,000)	√
b) Area of geographic responsibility coterminous with the boundaries of local jurisdiction	√
c) Appointments made by appropriate local official or appropriate governing body.	√
c) Commission members are residents of the jurisdiction which they serve	√
e) Terms of office staggered	√
f) Terms of office at least two (2) years, but not more than five (5) years.	√
g) Provisions by appropriate local official or appropriate governing body to fill vacancies within sixty (60) days	√
h) Provisions for at least four (4) meetings per year at regular intervals	√
i) Provisions for recording minutes of each meeting	√
j) Provisions for Commission to attend pertinent informational or education meetings, workshops and conferences	
k) Provisions for Commission review of proposed National Register nominations within its jurisdiction	
l) Provisions for seeking expertise on proposals or matters requiring evaluation by a profession not represented on the Commission	
m) Staff sufficient to undertake the requirements for certification and carry out delegated responsibilities	√
n) Rules of Procedure adopted by Commission	√
o) Commission responsibilities complementary to those of the State Historic Preservation Office	

B.3. Survey and inventory of Historic Properties

Requirements	Ordinance Citation
a) Provisions to initiate and continue an approved process of identification of historic properties within the jurisdiction of the Commission (inventory materials shall be compatible with the Florida Site File)	_____
b) Provision to maintain a detailed inventory of designated districts, sites and structures within the jurisdiction of the Commission	_____
c) Inventory material open to the public	_____
d) Provisions to update inventory materials periodically	_____
e) Assurance that duplicates of all inventory materials will be provided to the State Historic Preservation Office	_____
f) Provisions to encourage the Commission members to participate in survey and planning activities of the Certified Local Government	_____

B.4. Public Participation

Requirements	Ordinance Citation
a) Provisions that Commission meetings will be publicly announced	√
b) Provisions that Commission meetings will be open to the public	√
c) Provisions that Commission meetings will have a previous advertised agenda	√
d) Provisions to make meeting records available to the public	_____
e) Provisions that all Commission decisions will be given in a public forum	√
f) Rules of Procedure adopted by the Commission must be available for public inspection	_____
g) Provisions assuring that appropriate local officials, owners of record, and applicants shall be given a minimum of thirty (30) calendar days and not more than seventy-five (75) calendar days' prior notice to Commission meetings in which to comment on or object to the listing of a property in the National Register	_____

h) Objections by property owners must be notarized to prevent nomination to the National Register	√
i) i) Provisions for public and owner notification for designation	√
j) Provisions for public and owner notification for project reviews	_____
k) Provisions for public hearings for designations and project reviews	_____

B.5. Satisfactory Performance

Requirements	Ordinance Citation
a) Provide the State Historic Preservation Officer with thirty (30) calendar days prior notice of all meetings	√
b) Submit minutes of each meeting to the State Historic Preservation Officer within thirty (30) calendar days	√
c) Submit record of attendance of the Review Commission to the State Historic Preservation Officer within thirty (30) calendar days after each meeting	√
d) Submit public attendance figures for each meeting to the State Historic Preservation Officer within thirty (30) calendar days of each meeting	√
e) Notify the State Historic Preservation Officer of change in Commission membership within thirty (30) calendar days of action.	√
f) Notify State Historic Preservation Officer immediately of all new historic designations or alterations to existing designations	√
g) Submit amendments to ordinance to the State Historic Preservation Officer for review and comment at least thirty (30) calendar days prior to adoption	√
h) Submit an annual report by November 1 covering activities of previous October 1 through September 30.	√
i) Information to be included in annual report (at a minimum)	√
1) A copy of the Rules of Procedure	
2) A copy of historic preservation ordinance	
3) Resume of Commission members	
4) Changes to the Commission	
5) New Local designations	
6) New National Register listings	
7) Review of survey and inventory activity with a description of the system used	
8) Program report on each grant-assisted activity	
9) Number of projects reviewed	

C.I. Procedures (Certification material contained in this submission)

Requirements

- a) A written assurance by the chief elected local official that the local government will fulfill all of the requirements of certification
- b) A copy of the local legislation
- c) A map of the area of jurisdiction of the Commission with any and all existing designated historic districts and individual historic properties clearly identified
- d) A copy of the Commission's Rules of Procedure
- e) Resumes for each member of the Commission
- f) Resumes for Commission staff members

Certification

I hereby certify that I have read the Florida Certified Local Government Guidelines and agree to comply with all terms and conditions set forth therein.

Chief Elected Local Official
Title – City Manager, City of Opa-locka, Florida

Date

APPLICATION FOR CERTIFICATION

Historic Preservation Review Commission Member Background Information

Name W. Robert (Bob) Smith, III

Address 230 NE 94th St. Miami Shores, FL 33138

Telephone (Home) 305-972-3986
(Office) _____

Occupation Retired from The Northern Trust Company

Please give a brief description of your demonstrated special interest, knowledge or training in fields related to historic preservation.

Instrumental in establishment of Bayside Historic District in Miami, Florida.

Member and Secretary of Dade Heritage Trust, largest historic preservation organization in Miami-Dade County, Fla.

Former Vice-Chair and Chairman of Miami-Dade County Historic Preservation Board

Student of Florida and Miami-Dade County History since teenage years (1970s)

Historic Preservation training received (conferences, seminars attended)	Date
_____	_____
_____	_____
_____	_____

Are you a member of:	Yes	No
The Florida Historical Society	☐	☒
The Florida Trust for Historic Preservation	☐	☒
The National Trust for Historic Preservation	☐	☒
_____ County Historical Society		

Other was formerly a member of National and Florida Trusts, but allowed memberships to lapse upon retirement.

APPLICATION FOR CERTIFICATION

Are you or have you ever been a member of any other government board or commission?

NO _____ YES ☒ Please list and indicate term(s) of service:

Miami-Dade Affordable Housing Advisory Board. +- 1999-2002

Miami Shores Village Code Enforcement Board (Chairman) +- 2012-2016

Miami-Dade County Historic Preservation Board (Chairman) +- 2016-2019

Opa-locka, Fla. Historic and Environmental Preservation Board 2023-Present

APPLICATION FOR CERTIFICATION

Historic Preservation Review Commission Member Background Information

Name Frances "Dolly" MacIntyre
 Address 1835 South Bayshore Drive, Miami, FL 33133
 Telephone (Home) 305-984-6847
 (Office) _____
 Occupation Retired Commercial Artist

Please give a brief description of your demonstrated special interest, knowledge or training in fields related to historic preservation.

I have been actively involved in preservation since 1966,
doing hands-on preservation, advocating for preservation and
fundraising for preservation. Founded Dade Heritage Trust
, Miami - Dade's largest preservation organization in 1972

Historic Preservation training received (conferences, seminars attended) _____ Date _____
Have attended 12 National Trust Conferences, 10 Florida
Trust Conferences, 2 National Alliance of Preservation Commissions
Training Programs, 1 Main St. Conference, a course at Harvard on
historic real estate and numerous local seminars

Are you a member of:

Yes

No

The Florida Historical Society

☒
☐

The Florida Trust for Historic Preservation

☒
☐

The National Trust for Historic Preservation

☒
☐

History Miami _____ County Historical Society

Other Miami Design Preservation League
Mimo Bisayne Association

APPLICATION FOR CERTIFICATION

Are you or have you ever been a member of any other government board or commission?

NO ☐ YES ☒ Please list and indicate term(s) of service:

Coral Gables Historic Preservation Bd. 8 years 2006-2014

Opa-Locka Historic and Environmental Preservation Bd

APPLICATION FOR CERTIFICATION

Historic Preservation Review Commission Member Background Information

Name Nikisha Williams

Address 1200 Jann Avenue, Opa-locka, FL 33054

Telephone (Home) 305-725-0526

(Office) _____

Occupation Philanthropy

Please give a brief description of your demonstrated special interest, knowledge or training in fields related to historic preservation.

As a resident of Opa-locka and an owner of a historic property, I am interested in the support, education and
preservation of our historic properties. Additionally, I am interested in our board taking a more
active role in environmental issues, as outlined in our charter.

Historic Preservation training received (conferences, seminars attended) _____ Date _____

None

Are you a member of:	Yes	No
The Florida Historical Society	☐	☒
The Florida Trust for Historic Preservation	☐	☒
The National Trust for Historic Preservation	☐	☒
_____ County Historical Society		

Other _____

APPLICATION FOR CERTIFICATION

Historic Preservation Review Commission Member Background Information

Name **Alexander Van Mecl**

Address **806 Jann Avenue, Opa-locka, Fla. 33054**

Telephone (Home) **(323) 547-3631**
(Office) _____

Occupation **Senior Project Manager**

Please give a brief description of your demonstrated special interest, knowledge or training in fields related to historic preservation.

I am a certified public relations practitioner and an experienced tour guide with experience presenting the history of the Edison Ford Winter Estates, Universal Studios Hollywood, and have been developing and leading walking tours in the city of Opa-locka. I am also the founder of the Opa-locka Preservation Association, a.k.a. Discover Opa-locka, developed the Opa-locka Heritage Trail, and have been restoring my historic Opa-locka home since October 2021.

Historic Preservation training received (conferences, seminars attended) _____ Date _____

*** NAPC Historic Preservation Courses**

*** Miami Design Preservation League Art Deco Weekend Presentation (January 2024)**

*** Preservation on Main Street Conference Presentation (July 2023)**

Are you a member of: _____ Yes _____ No _____

The Florida Historical Society ☐ Yes ☒ No

The Florida Trust for Historic Preservation ☒ Yes ☐ No

The National Trust for Historic Preservation ☒ Yes ☐ No

_____ County Historical Society

Other **Dade Heritage Trust**

APPLICATION FOR CERTIFICATION

Are you or have you ever been a member of any other government board or commission?

NO ☒ YES ☐ Please list and indicate term(s) of service:

APPLICATION FOR CERTIFICATION

Are you or have you ever been a member of any other government board or commission?

NO X YES Please list and indicate term(s) of service:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE HARRY HURT HOUSE LOCATED AT 305 DUNAD AVENUE WITHIN THE CITY AS A HISTORIC SITE, PURSUANT TO ORDINANCE 2022-02 HISTORIC PRESERVATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2022-02, the City Commission of the City of Opa-Locka shall have the authority to designate areas, places, buildings, structures, landscape features, archeological sites and other improvements or physical features, as individual sites, districts, or archeological zones that are significant in Opa-Locka's history, architecture, archeology, or culture and possesses an integrity of location, design, setting, materials, workmanship or association; and

WHEREAS, the Opa-Locka Historic Preservation Board ("Board") recommends the designation of the Harry Hurt House as an individual site with historical significance within the City of Opa-Locka. The Board's Designation Report is attached hereto as Exhibit "A"; and

WHEREAS, the Harry Hurt House, 305 Dunad Avenue, is an outstanding example of Moorish Revival architecture in Opa-Locka and Miami-Dade County; and

WHEREAS, the property was built based on the original plans as designed by architect Bernard Muller; and

WHEREAS, the preservation of historically significant sites is in the best interest of Opa-Locka and its citizens; and

WHEREAS, the property meets the requirements, being of historical, cultural, architectural and archeological significance.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission Hereby accepts the recommendation of the Historic Environmental Preservation Board to designate the Harry Hurt House, located at 305 Dunad Avenue, as a historic property within the City.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:	DocuSigned by: DCEBFD63852C45C	
City Manager:	Darvin E. Williams		CM Signature	DocuSigned by: C48C07C1E8DE492...	
Commission Meeting Date:	May 22, 2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading X	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: (Enter X in box)	Yes	No
	See Financial Impact section below			X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA REQUESTING THE CONSIDERATION TO DESIGNATE THE HARRY HURT HOUSE LOCATED AT 305 DUNAD AVENUE AS A HISTORIC SITE IN ACCORDANCE OF ORDINANCE 15-03; HISTORIC PRESERVATION.

Staff Summary:

Among various duties, the Historic Environmental Preservation Board is tasked with providing the City Commission with recommendations of historic designations for consideration. During the Historic Environmental Preservation Board meeting on April 11, 2024, the Board members recommended the designation of the Harry Hurt House located at 305 Dunad Avenue. The Board believes that due to the property's historical significance, it is in the best interest of the City to approve the designation of this site. Designed by Bernhardt Emil Muller, the Harry Hurt House is an outstanding example of Moorish Revival architecture and meets the historical, cultural, architectural and archeological significance requirements as outlined in Ordinance 15-03.

Financial Impact: A plaque indicating the property is a Historic Site will likely be purchased and not to exceed \$100.00 and will be funded by Community Development's General Expense budget account; 37-515493 which currently has an available balance of \$2,500.00.

Proposed Action:

Planning Community and Development staff recommends approval of this legislation.

Attachments:

Draft Resolution Historically Designating Harry Hurt House
Harry Hurt House Designation Report
Staff Recommendation

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
HISTORIC ENVIRONMENTAL PRESERVATION BOARD
THURSDAY, APRIL 11, 2024
7:00 P.M.

1. CALL TO ORDER

The Historic Environmental Preservation Board (HEPB) meeting was called to order at 7:07 p.m. on Thursday, April 11, 2024.

An opportunity was given to the public to email the HEPB Clerk prior to the HEPB meeting with any questions/comments/concerns on items to be heard on this evening's Agenda.

2. ROLL CALL

The following members of the Opa-locka Historic Environmental Preservation Board were present: Vice Chair Alexander Van Mecl, Board Member Romer Ferguson III, Board Member Frances MacIntyre, Board Member William Robert Smith, and Board Member Nikisha Williams. Also present were Planning and Community Development Director Gregory Gay, Assistant City Attorney Candice Cobb Bell, City Planner Randall Robinson, Board Clerk Diana Cheng.

Absent Board Members: Chair Mykeshia Fenn and Board Member Zamarr Brown.

3. MOMENT OF SILENCE

All present observed a moment of silence.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. ADD-ON ITEM(S)

None.

6. APPROVAL OF MINUTES

None.

7. PUBLIC COMMENTS (Agenda Items Only)

At this time Vice Chair Van Mecl opened public comment, which he closed upon receiving no input.

8. RESOLUTIONS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF OPA-LOCKA'S APPLICATION TO THE SURVEY AND REGISTRATION SECTION OF THE BUREAU OF HISTORIC PRESERVATION FOR THE CITY'S INCLUSION IN THE FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Planning and Community Development Director Gregory Gay announced that City Planner Randall Robinson has worked diligently to advance this application, which will help the City seek out historic preservation grants.

Planner Robinson gave a presentation on the application, explaining that grant funding is an incentive for municipal governments to bring their historic preservation programs into line with the standards of the U.S. Department of the Interior. The application process for Certified Local Government status can show a municipality the areas in which their processes should improve, provides for basic managerial activity, and brings historic preservation programs into line with best practices. The application is currently before the Board for recommendation to the City Commission.

Vice Chair Van Mecl commented that this application is aligned with the Division of Historical Resources and other programs at the state level. He felt there will be greater credibility and respect for the City's goals under the Certified Local Government program.

Motion made by Board Member MacIntyre, seconded by Board Member Williams, to present the application to the City for approval. In a roll call vote, the **motion** passed unanimously (5-0).

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE HARRY HURT HOUSE LOCATED AT 305 DUNAD AVENUE WITHIN THE CITY AS A HISTORIC SITE, PURSUANT TO ORDINANCE 15-03 HISTORIC PRESERVATION; PROVIDING FOR AN EFFECTIVE DATE.**

Planner Robinson explained that this property will be the first historic designation in the City of Opa-locka since 1991. It is one of the City's signature buildings.

As Vice Chair Van Mecl had written the designation report, he recused himself from voting upon the Item, ceded the gavel temporarily to Board Member Williams, and left the dais at this time. He gave a brief presentation on the Item from the floor.

Vice Chair Van Mecl acknowledged the assistance of others before him in seeking the designation of the Harry Hurt House, including individuals who were active in the City's historic preservation movement of the late 1980s. This work has not been revisited since 1991. A handful of the City's original Moorish Revival structures which did not have historic preservation status were identified. Approximately 24 buildings are still listed on the local registry of historic buildings, with roughly 17 buildings listed on the National Register of Historic Places.

Vice Chair Van Mecl continued that May 2024 will be Historic Preservation Month, and emphasized the importance of preservation activities to the Opa-locka community. A team from the University of Florida studied Opa-locka at the City's invitation and documented the conditions of registered and non-registered historic homes.

In the process of this documentation, resident Maritza Hernandez, owner of the Harry Hurt House, provided the team with the opportunity for further examination of her property. Vice Chair Van Mecl strongly emphasized the importance of the Harry Hurt House as a heritage landmark and historic site within the Opa-locka community. The state of Florida has added the property to its Master Site file.

Board Member Smith asked if the Harry Hurt House would be designated with a plaque or other visible marking. Vice Chair Van Mecl replied that his recommendation was to continue the same style of plaque as provided for previously designated properties. Planner Robinson added that he would bring an informational item before the Board regarding plaques in the coming months.

Acting Chair (A/Chair) Williams asked if the homeowner has signed documentation agreeing to the historic designation of the property. Vice Chair Van Mecl explained that this has been done and the appropriate documentation will be included in forthcoming designation items.

Motion made, seconded by Board Member Ferguson, to approve. In a roll call vote, the **motion** passed unanimously (4-0) (Vice Chair Van Mecl recused).

Vice Chair Van Mecl resumed his seat on the dais at this time.

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF OPA-LOCKA'S APPLICATION TO THE NATIONAL ARBOR DAY FOUNDATION FOR THE 2024 TREE CITY USA RECOGNITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Board Attorney Candice Bell advised that this Item would be pulled from tonight's Agenda, as it has already been passed by the City Commission.

Planner Robinson explained that Opa-locka has been named a Tree City USA multiple times since 2014. Prerequisites for Tree City USA status include a tree board, which is the Historic Environmental Preservation Board; the municipality's expense of 2% per capita on trees, which totals approximately \$32,000 in Opa-locka; and observance of Arbor Day, which is planned for Friday, April 26, 2024. The City will receive a new flag as part of its designation as a Tree City USA.

Board Member MacIntyre advised that the Tropical Flowering Tree Society will work with Vice Chair Van Mecl on the planting of poincianas in the City in June 2024. This will be part of the annual Royal Poinciana Fiesta.

It was clarified that no vote was necessary on the Resolution, as it has already been passed by the City Commission.

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO APPROVE THE ANNUAL REPORT FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay stated that this Item was also approved by the City Commission at their April 10, 2024 meeting. It is presented to the Board as an informational item.

Director Gay explained that municipalities are typically required to submit their annual reports at the end of March; however, the City fell slightly behind schedule in 2024.

Board Member Williams requested additional information on an allocation of \$100,000 mentioned in the members' backup materials, which would fund a competitive grant program. Director Gay confirmed that the City has not yet given away these funds, but is still working on an application for this purpose. Once the application has been reviewed, it will be released in May or June 2024.

It was noted that fliers announcing a grant workshop have been distributed not only to the owners of historically designated properties, but also to houses with the potential for historic designation. These owners may be able to apply for historic designation in 2025.

Miami-Dade County requires a fully functional process for historic designation. In 2023, there were no such designations, although some Certificates of Appropriateness were

issued. These items are included in the members' backup materials, along with copies of Board Agendas and minutes.

Motion made by Board Member MacIntyre, seconded by Board Member Williams, for approval of the annual report after the fact. In a roll call vote, the **motion** passed unanimously (5-0).

9. DISCUSSIONS & PRESENTATIONS

Board Member MacIntyre proposed that the Board ask the Opa-locka City Commission to pass a Proclamation recognizing May 2024 as Historic Preservation Month.

Motion made by Board Member MacIntyre, seconded by Vice Chair Van Mecl, to present the Proclamation to the Commission. In a roll call vote, the **motion** passed unanimously (5-0).

Board Member MacIntyre continued that the National Alliance of Preservation Commissions will hold its annual meeting in Palm Beach, Florida from July 31 through August 4, 2024. She recommended that Board members and other interested parties make an effort to attend this meeting, and provided basic information to the other Board members. Vice Chair Van Mecl added that he will give a presentation on Opa-locka at this meeting on August 4.

10. BOARD COMMENTS

It was clarified that the Board's regular meeting date is the fourth Thursday of each month, although they have not always adhered to this schedule. The Board is required to meet a minimum of six times per year.

Board Member Williams asked if the City's website could include information about historic preservation, such as listings and descriptions of the City's historic structures. Director Gay replied that the City's website is currently being updated, and there will be a subsection for historic preservation under the Planning and Community Development Department. He would keep the Board apprised of when the updated site will go public.

Board Member Williams also requested that the Board include more items regarding trees on its future Agendas. She hoped the Board, as well as the City Commission, would address this issue on a more regular basis going forward, and asked for recommendations on how the Board can engage in future discussions.

Planner Robinson noted that the memorandum in the Board members' backup materials regarding the Tree City USA application includes a suggestion on how to better engage the Board in the City's ongoing work involving its urban forest. He suggested that the City

Staff member who oversees Opa-locka's urban forestry program could address a future Board meeting on the work his team has done in recent months.

Director Gay recalled that over the past two years, the City's Urban Forester has been very active in planting trees throughout the City. A series of tree plantings have been held along Opa-locka Boulevard and in the City's parks, resulting in the addition of 120 to 130 new trees. The City hopes to double this number in the next year. As more information on planned plantings is brought forward, the Board will be kept informed.

Director Gay continued that the Board's purview includes entertaining Certificates of Appropriateness regarding the removal of trees. There are only a few pending applications at this time. The granting of a Certificate of Appropriateness depends primarily on whether or not a tree is an invasive or a native species: most invasive trees may not require a permit for removal, but native trees must go through a mitigation process which will be brought before the Board.

Board Member Ferguson asked if it would be possible to relocate some trees rather than removing them. Director Gay replied that this has been done a few times, but advised that this presents a delicate situation regarding the tree's maintenance, particularly if it is a native species. This is typically negotiated as part of the tree mitigation process.

Board Member Ferguson also asked if the City or the homeowner would be responsible for the expense of relocating a tree. Director Gay replied that this would be addressed on a case-by-case basis.

Vice Chair Van Mecl noted that there is ongoing discussion of one of the City's slash pines which may date back to the City's founding. It is located on a vacant lot on Sharazad Boulevard which is slated for development. This tree has become an issue of interest for arborists and environmentalists in South Florida. He asked if an update is available on the status of the proposed development on the subject parcel.

Director Gay stated that the site is still being reviewed for development and has not yet come before the City Commission for consideration, as a portion of the site is also being considered as a potential part of a joint project. It is hoped that the developer can be convinced to build around the tree; if a mitigation process is necessary, relocation may be one option, and additional landscaping could also be required.

Board Member Williams requested clarification of the development planned for the subject parcel. Director Gay replied that it is a mixed-use multi-family development.

Vice Chair Van Mecl continued that some time ago, he had identified Opa-locka as a bird sanctuary, and asked if this status requires regular renewal or if there is gateway signage available to announce this designation. Planner Robinson replied that he will bring answers to the Vice Chair's questions back to the next Board meeting.

Vice Chair Van Mecl also expressed concern with a property on Sesame Street which is included in the City's historic registry but does not appear to have a roof, although the surrounding land is occupied. He emphasized the need for the City to be mindful of the condition of its historic properties, pointing out that the individuals occupying the property have erected a fence around it, which may have required a building permit and inspection.

Director Gay stated that one of the factors under the Board's purview is demolition by neglect. In some cases, properties may be acquired as investments rather than for purposes of home ownership. This means the City must take care in approaching property owners. There are tools that are part of Code Compliance as well as the City's permitting process. He concluded that the subject site will be brought to the attention of the appropriate City Departments for follow-up.

Vice Chair Van Mecl continued that Miami-Dade County and other municipalities have adopted a matrix of administrative approvals for permits rather than requiring these permits to go through Board review. He requested a status update on this issue. Director Gay replied that the City needs to revisit this process. He estimated that it would be brought forward at one of the Board's meetings over summer 2024.

Vice Chair Van Mecl also addressed the City's protocols and incentives, noting that property owners may not want additional City oversight of their properties which would prevent them from making improvements to their homes. He asked for identification of the instances in which a permit would be approved for a historic property or must come before the Board for approval. Director Gay replied that at present, any aspect of a historic property that is visible from the public right-of-way is subject to Board approval.

Vice Chair Van Mecl explained that he was in favor of a compromise in which concessions are made to homeowners, but the homeowners are provided with informed decisions regarding the character and uniqueness of Opa-locka's landmarks. He concluded that he hoped the Board would be valuable as an advisory entity, with its members able to view examples of period-appropriate upgrades and for homeowners to know that many decisions regarding aspects of historic preservation are not cost-prohibitive.

Director Gay advised that because the City was aware of a previous application approved by the Board, City administration determined that some specific items had already been dealt with by the Board and were able to make administrative approval. Vice Chair Van Mecl confirmed that his intent was to enable Staff to do this when appropriate.

Vice Chair Van Mecl concluded that the Florida Trust for Historic Preservation recently released a historic preservation toolkit which is available on their website, [FloridaTrust.org](https://floridatrusted.org). The Trust is considering holding a workshop for Opa-locka historic homeowners in the coming months to provide a resource for historic property owners.

Board Member Williams requested clarification of the length of the Board's terms for Officers. Director Gay estimated that the position of Chair is intended to be addressed annually, but noted that he would need to check the Board's calendar to determine when elections should be held. Board Member Williams requested that the election of officers be an Agenda Item at the next scheduled meeting.

Board Member Smith asked what entity is responsible for monitoring Board members' attendance, noting that many advisory bodies remove members who exceed a number of unexcused absences. Director Gay replied that there have been numerous internal discussions of absences from multiple City advisory body meetings. He noted that a package will be brought forward at a later Board meeting reviewing new rules and criteria for Board members to meet. The package will include a section on absenteeism and the protocols addressing excused absences. Additional considerations will be changing the number of Board members or seating alternate members.

Board Member Smith asked if the rules for advisory bodies are regulated by State Statute rather than municipal or county regulations. Planner Robinson advised that these regulations are included in membership applications, adding that many best practices for a historic preservation program may be set by the U.S. Department of the Interior.

Vice Chair Van Mecl encouraged all present to attend the upcoming Middle Eastern and North African (MENA) Fest scheduled for Saturday, April 13, 2024.

11.ADJOURNMENT

The meeting was adjourned at 8:10 p.m.



Memorandum

TO: Members of Historic Environmental Preservation Board

FROM: Gregory D. Gay, Director
Gerald Lee, Zoning Official
Randall C. Robinson, City Planner

DATE: April 2, 2024

RE: Harry Hurt House, 305 Dunad Avenue – Single-Family Residence Historic Structure Designation.

STAFF RECOMMENDATION

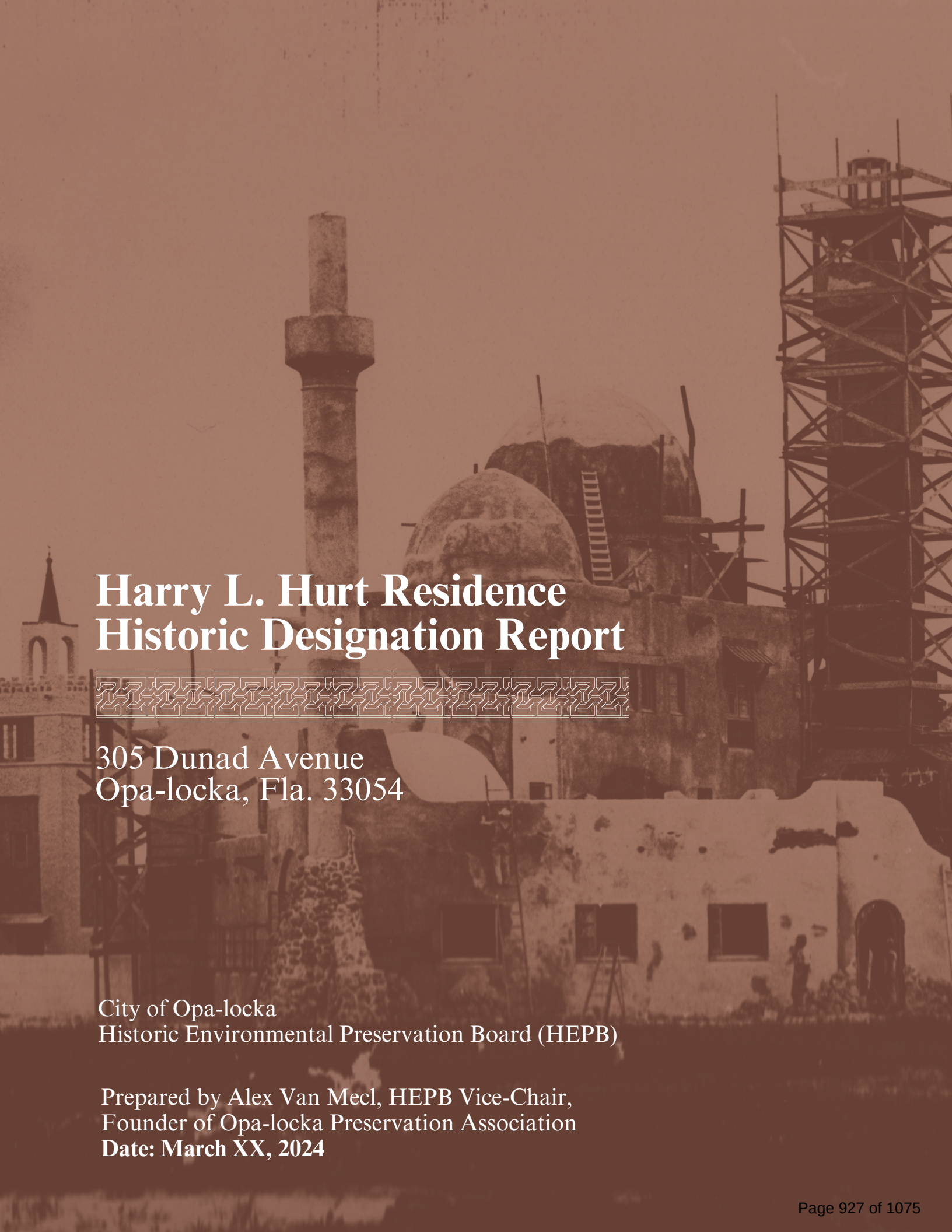
Designate the single-family residence as an historic structure, as requested by the property owner.

ANALYSIS

Pursuant to the Sec. 2-570.82 of the City Code, a property considered for designation shall possess an integrity of location, design, setting, materials, workmanship, feeling or association and meet at least one of the eight criteria outlined in the code. Staff has found that the proposed historic single-family residence located at 305 Dunad Avenue possesses integrity of location, design, setting, materials, workmanship and feeling and satisfies criteria for designation.

RECOMMENDATION

In view of the foregoing analysis and the attached Historic Structure Designation Report, staff recommends the Historic Preservation Board designate the single-family home located at 305 Dunad Avenue as an historic structure.



Harry L. Hurt Residence Historic Designation Report

305 Dunad Avenue
Opa-locka, Fla. 33054

City of Opa-locka
Historic Environmental Preservation Board (HEPB)

Prepared by Alex Van Meel, HEPB Vice-Chair,
Founder of Opa-locka Preservation Association
Date: March XX, 2024

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GENERAL INFORMATION

Historic Name: Harry L. Hurt Residence

Current Name: Harry L. Hurt Residence

Location: 305 Dunad Avenue, Opa-locka, Fla. 33054

Present Owner: Martiza Hernandez

Present Occupant: Martiza Hernandez

Present Use: Single Family

Present Zoning District: R1 - Single Family Residential

Present Condition: Good

Tax Folio Number: 08-2121-003-0151

Boundary Description: Lot 8, Block 102, REVISED PLAT NO. TWO OPA-LOCKA, according to the Plat thereof, as recorded in Plat Book 34, Page 67, of the Public Records of Miami-Dade County, Florida.

Other Surveys:

_____ H.A.B.S.

_____ National Register

_____ H.A.E.R.

_____ Other: Dade County Master Site File of Historic Places

☒ **Other: Florida Master Site File (Site #: DA21601)**

Title Verification:

Book: 34 Page: 67 Deed Type: Normal

SIGNIFICANCE



Glenn Curtiss

Opa-locka was the third and pinnacle land development created by millionaire industrialist Glenn Hammond Curtiss. Curtiss, an aeronautics inventor turned developer, created Opa-locka as a model community during the heyday of the Florida Land Book of the 1920s. This Orientalist/Far East/"Arabian Nights"-styled community was his third thematic community in Dade County.

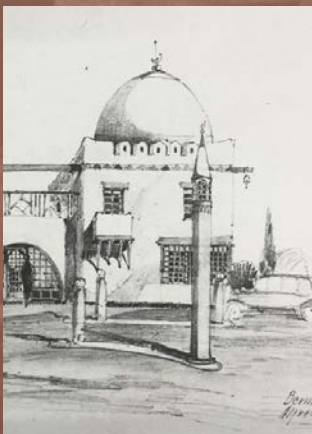
Beginning in the early twenties, Curtiss amassed extensive land holdings to the west and north of Miami as a partnership with noted cattle rancher James Bright. These included the areas known as Hialeah and Country Club Estates (today's Miami Springs). During the first five years of the twenties, Curtiss successfully built and sold these two developments.



Bernhardt Muller

In December of 1925, he formed the Opa-locka Company, Inc. to develop approximately 1,000 acres of his holdings in an area then known either as Cook's or Ford's Hammock. Learning from his other two planned community developments, Curtiss planned Opa-locka as much more than an ordinary suburb of the time. It was to be a model community based on the then fashionable principles of the "Garden Cities" movement of the 19th century, a town-country experience where residents could not only live but work, grow their own food, and play.

To design his third enterprise, and at the recommendation of his mother, he hired New York-based architect Bernhardt Emil Muller to fully realize Opa-locka as an extraordinarily exotic paradise. Muller, skilled in the "Robin Hood" English Tudor style, which was the first themed concept for the development, had little - if any - experience in Orientalist-inspired architecture. At some point in a discussion after Summer of 1925, the "Arabian Nights" style was decided and Muller would begin to draw inspiration from the 1907 color illustrated edition of the "Arabian Nights Entertainments," and the 1924 Douglas Fairbanks silent picture "The Thief of Bagdad."



A filling station concept



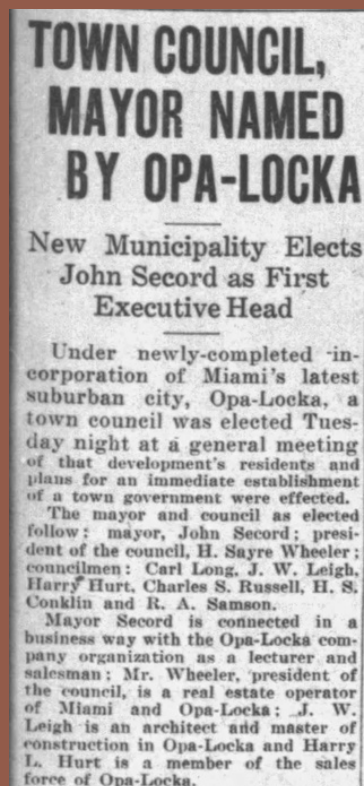
Aerial drawing of Opa-locka produced by the Opa-locka Company.

Courtesy of University of Miami's Michael Maxwell Special Collections.

SIGNIFICANCE (CONT'D)



Harry L. Hurt, 1926



The Miami News, May 26 1926

Part of the early push to promote Opa-locka as the newest and greatest development of South Florida was to conduct an aggressive real estate campaign, which included a multitude of varying advertisements billing Opa-locka as “The City Progressive,” “A City of Parts,” and “The City Substantial,” touting the rapidly forming and appealing qualities of this destination community. There was also a strategic move to place two centrally located Opa-locka Company, Inc. real estate offices at 132 and 181 East Flagler Street in Downtown Miami, a location bustling with lively activity and foot traffic that would have most certainly resulted in grabbing attention from a passer-by. This was in addition to several other branch locations which included Miami Beach, Hialeah, and places in the Northeast.

One of the earliest founders of Opa-locka, who also served as a real estate agent for the company, was Harry L. Hurt, a young single man who would have a home constructed at 305 Dunad Avenue, also one of the earliest homes constructed in the newly established plat. In addition to his competitive nature as an agent for Curtiss’ real estate enterprise, he quickly became an important community figure, having been elected as a councilman of the eight member board of the Town of Opa-locka on May 14, 1926. At this same time, Hurt was also in business with the Opa-locka Company, Inc. and assumed the naming and management rights for the city’s first commercial structure: the towering Hurt Business Center located at the northwest corner of Opa-locka Boulevard and Ali Baba Avenue. The Center would serve as a gateway to the central business district, and early on was home to important services such as meetings of congregations, the local American Legion Post, the Opa-locka Chamber of Commerce, the first post office and grocery market, a filling station, and the editorial office for the Opa Locka Times.



Opa Locka Times, Wednesday, October 20, 1926

SIGNIFICANCE (CONT'D)



The Lamp, early 1926.



Opa Locka Times,
December 1, 1926

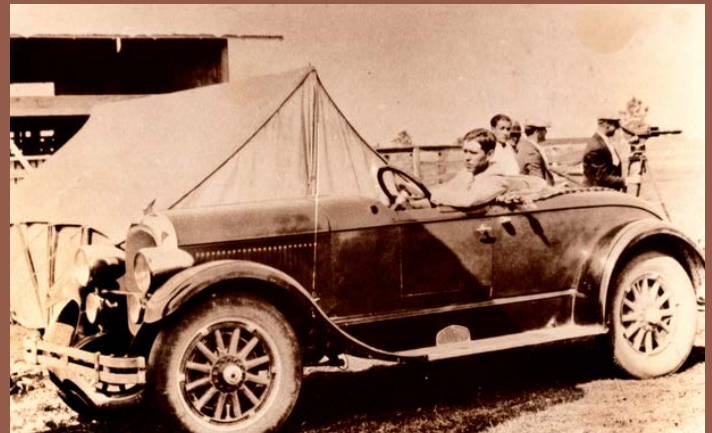
Like all of Muller's architectural designs for Opa-locka, not one of the single family home exteriors resembled another. Harry Hurt's residence, like many, featured a modest dome, and also included a colorful triangular band embedded in the textured stucco facade and an ablaq-styled dividing wall.

The Harry L. Hurt residence represents one of the last remaining and best preserved historic landmarks that make up Opa-locka's finite, non-renewable collection of Moorish Revival resources from the founding years. Of the remaining homes that were constructed from the years 1926-1929, select landmarks were added to the National Park Service's National Register of Historic Places as part of the the Opa-locka Thematic Resource Area. **As of this report, there are 18 landmarks that remain of the 20 listed.**

As of this report, the Opa-locka Historic Registry has **27 Moorish Revival landmarks that remain**, with the Harry L. Hurt residence making 28.



Town of Opa-locka Councilmen with Hurt on the far left (1926)
Courtesy of Casey M. Piket.



Hurt in his car attending a newsreel event. (Circa 1926)
Courtesy of City of Opa-locka

HISTORICAL INFORMATION

Date(s) of Construction: Summer 1926

Architect: Bernhardt Emil Muller, AIA, New York, NY and associates

Builder/Contractor: Glenn H. Curtiss Properties, Inc. / Opa-locka Company, Inc.



Photo of the Harry L. Hurt Residence taken in the Summer of 1926.
Courtesy of "A Dream of Araby."

ARCHITECTURAL INFORMATION

The Harry L. Hurt residence consists of two structures dating back to its original construction date of 1926: a single story, two bedroom, one bath house at the curbside and a stand-alone garage in the rear of the property. The structures have projecting parapet walls that conceal flat roofs, double and round clay tile vents on all sides, with the main house featuring a triangular chimney cap that once had rounded openings.

The modest-sized single family house once featured a rounded dome likely 5' in diameter, located on the left front facade side above one of the bedrooms.

The left portion of the house just under the dome featured a decoratively painted, triangular-patterned frieze band, likely 9-12" in width and created using smooth stucco (a float finish) that was lined off and painted, a characteristic unique to the home and unlike the majority of other band designs seen primarily around window openings.

Adjoined to the left side of the house, and part of a raised concrete porch, is a continuous dividing wall knee wall located at the house's east-facing front entrance that once featured a raised $\frac{3}{8}$ " alternating band. Windows were of the common Colonial-grid style, with the majority of the openings being single casements. All of the parapet wall corners on both the house and garage feature distinct flared tips.

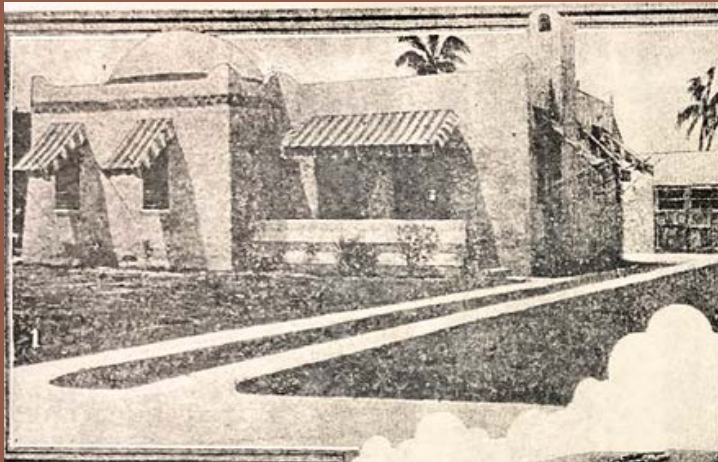
Both structures were constructed on a reinforced Portland Cement footing, wood frame walls, with a National Steel Fabric wire lath nailed to the frame and finished with an irregularly textured stucco, giving the impression of an Old World landmark. The finish coat would have been no less than one inch. The original color, although currently unknown, would have been "old Arabian tints" as directed by the architect.

Original architectural drawings for either structure are not known to exist, however dated photographs give evidence of their age and original appearance. Dome and stucco measurements and details have been deduced based on measurements of other identical features seen on single-family elevation designs, and that closely resemble photographic evidence.

Today, the main structure retains most of its original character-defining features in the base structure. The dome and decorative band were removed decades ago, and the adjacent and attached border wall in the front was altered to allow for a direct passage from the house entrance to the street.

The rear structure has been altered from its use as a garage to an indoor livable space, while still maintaining a period appearance.

ARCHITECTURAL INFORMATION (CONT'D)



1926 RESIDENCE OF HARRY HURT



Early newspaper images of Harry Hurt's Residence pre and post the Great Miami Hurricane of 1926.
Courtesy of HistoryMiami Archives.

ARCHITECTURAL INFORMATION (CONT'D)



Series of photos taken in the period of the 1950s-1970s. Courtesy of the Miami-Dade Property Appraiser.

ARCHITECTURAL INFORMATION (CONT'D)



Taken the day of closing for current owner Martiza Hernandez, June 28, 2010.
Courtesy of Maritza Hernandez.



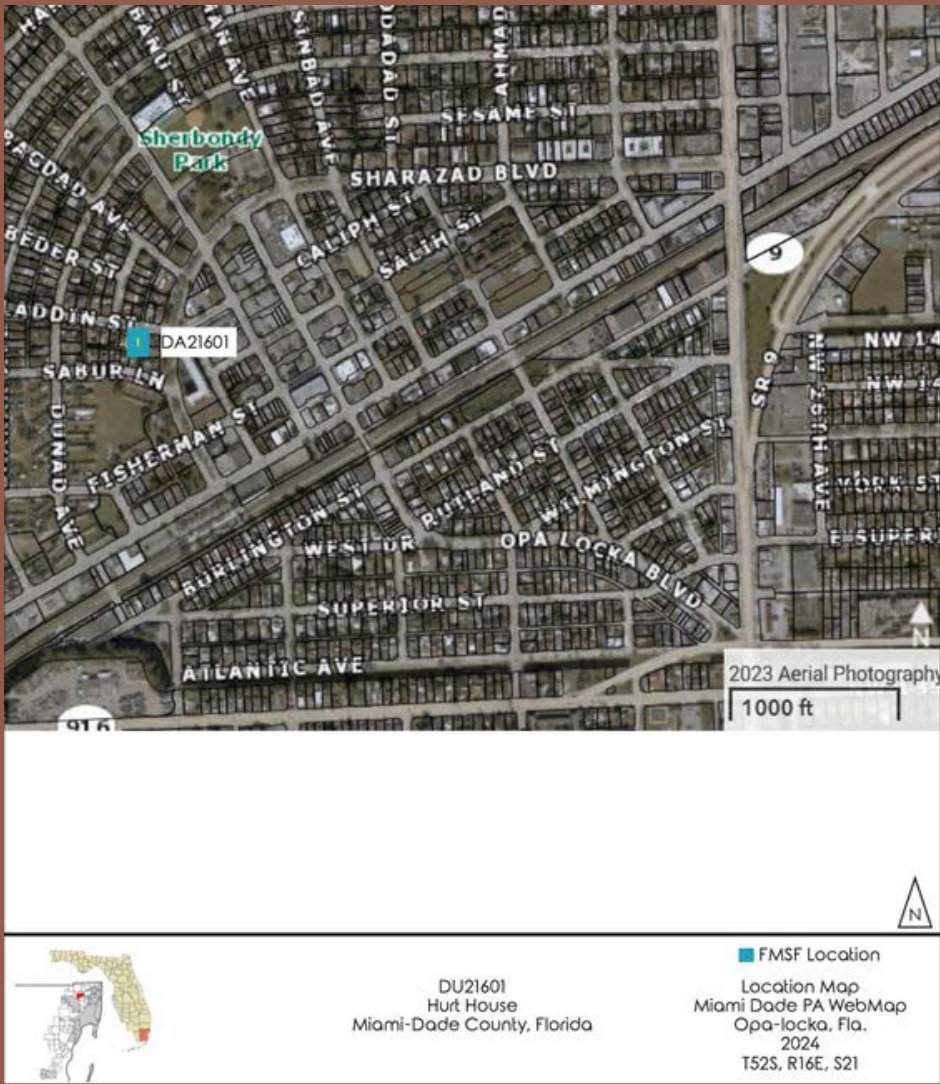
Current photo of the property. Courtesy of Alex Van Meel.

DESCRIPTION OF SITE

The Harry L. Hurt residence is located on the west side of Tract 59 of Opa-locka Plat No. Two, Miami-Dade County, Florida. The property has the street address of 305 Dunad Avenue, Opa-locka, Fla., and is just northwest of Sabur Lane and south of Aladdin Street. The property has two structures on it: the main house and a stand-alone building in the rear.

PLANNING CONTEXT

The Harry L. Hurt residence has always been and is currently being used as a single-family residence.



BIBLIOGRAPHY

Published Sources:

Fitzgerald-Bush, Frank. *A Dream of Araby*. Opa-locka Florida, South Florida Archeological Museum, 1976

Kenneth Andrew Mroczek, Catherine Lynn, Frank S. Fitzgerald-Bush, Calvin Godfrey. *Opa-Tisha-Wocka-Locka*. London, United Kingdom, 2014

Unpublished Sources:

- Master Site File, State of Florida Division of Historical Resources
- Survey Findings in the City of Opa-locka, Metro-Dade Office of Community and Economic Development, Historic Preservation Division (September 1980)
- Emily Perry Papers, HistoryMiami Archives
- Polk Directory (1927)
- Opa Locka Times (1926, 1927)
- The Lamp (1926)
- The North Dade Hub

DRAFT RESOLUTION FOR HISTORIC DESIGNATION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO SUPPORT THE CITY OF OPA-LOCKA'S APPLICATION TO THE SURVEY AND REGISTRATION SECTION, BUREAU OF HISTORIC PRESERVATION FOR INCLUSION IN THE FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA DESIGNATING THE HARRY HURT HOUSE, 305 DUNAD AVENUE A HISTORIC SITE AS ESTABLISHED IN ORDINANCE 15-03 HISTORIC PRESERVATION, PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO SUPPORT THE CITY OF OPA-LOCKA'S APPLICATION TO THE NATIONAL ARBOR DAY FOUNDATION FOR 2024 TREE CITY USA RECOGNITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO APPROVE THE ANNUAL REPORT FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

SUPPLEMENTAL DOCUMENTATION

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE FISCAL YEAR 2024 UNITED STATES DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN (OVW) TO PREVENT AND RESPOND TO THE DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND SEX TRAFFICKING AGAINST CHILDREN AND YOUTH PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka's (City) grant writing contractor has proposed that the City apply for a Florida Urban and Community Forestry – Inflation Reduction Act Grant with a maximum award of Seventy-Five Thousand Dollars (\$75,000); and

WHEREAS, the U.S. Department of Justice, Office on Violence Against Women (OVW) provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking; and

WHEREAS, OVW grants support coordinated community responses that seek to prevent these crimes, provide services to victims and hold offenders accountable. The funding opportunity will be used to address the following areas: 1) Providing services and training to address children exposed to domestic violence, dating violence, sexual assault, stalking, and sex trafficking (within 0-10); 2) Creating safer communities for Youth: Prevention, intervention, treatment, and response services for youth impacted by domestic violence, dating violence, sexual assault, stalking, and sex trafficking (within ages 11-24); 3) Providing school-based services: Prevention, intervention, and response to dating violence, sexual assault, stalking, and sex trafficking (within ages 5-19); and

WHEREAS, if awarded, the City's Police Department will develop a program for children and youth to seek to prevent domestic violence, dating violence, sexual assault, and stalking and to provide support to victims, if it should occur; and

WHEREAS, the grant will cover a period of up thirty–six (36) months and will provide up to Five Hundred Thousand Dollars (\$500,000.00) with no match requirement from the City of Opa-Locka ("City"). Additionally, the grant is a cost-reimbursement grant with the City requesting periodic reimbursement as funding is expended; and

WHEREAS, the City Manager recommends the City Commission ratify the City's submission of the grant application; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTION. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for the Fiscal Year 2024 United States Department of Justice Office on Violence Against Women (OVW) to Prevent and Respond to the Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking Against Children and Youth Program to support children and youth in the community, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Kelley _____

Commissioner Williams _____

Vice Mayor Ervin _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Chief of Police	Kenneth Ottley		Chief of Police Signature:	DocuSigned by: DocuSigned by: Kenneth Ottley 14E49E...	
City Manager:	Darvin Williams		CM Signature:	 C46C07C1E8DE492...	
Commission Meeting Date:	May 22, 2024	Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance	Other
			X		
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading
	X		Public Hearing: <i>(Enter X in the box)</i>		Yes
					X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in the box)</i>		Yes
					No
					X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:		N/A
	X				
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Development ☐ Public Safety ☐ Quality of Education ☒ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>
	X				
Sponsor Name	City Manager		Department: Police Department		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE RATIFICATION OF THE GRANT APPLICATION TO THE FY2024 USDOJ-OVW PREVENTION AND RESPONSE TO THE DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND SEX TRAFFICKING AGAINST CHILDREN AND YOUTH.

Staff Summary:

The U.S. Department of Justice, Office on Violence Against Women (OVW) provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking. OVW grants support coordinated community responses that seek to prevent these crimes, provide services to victims and hold offenders accountable. The funding opportunity will be used to address the following areas:

- 1- Providing services and training to address children exposed to domestic violence, dating violence, sexual assault, stalking, and sex trafficking (within 0-10).
- 2- Creating safer communities for Youth: Prevention, intervention, treatment, and response services for youth impacted by domestic violence, dating violence, sexual assault, stalking, and sex trafficking (within ages 11-24)
- 3- Providing school-based services: Prevention, intervention, and response to dating violence, sexual assault, stalking, and sex trafficking (within ages 5-19)

If this grant is received, the Police Department will develop a program for children and youth to seek to prevent domestic violence, dating violence, sexual assault, and stalking and to provide support to victims if it should occur. The grant will cover a period of up to 36 months and will provide up to \$500,000 with no City match requirement.

Ratification is requested since staff first found out about this grant in early April and the submission deadline was April 30th.

Financial Impact:

If received, this will be a cost-reimbursement grant with the City requesting periodic reimbursement as funding is expended.

Proposed Action:

Staff recommends the City Commission ratify the Grant Application submission to the FY2024 USDOJ-OVW Prevention and Response to the Domestic Violence, Dating Violence, Sexual Assault, Stalking, And Sex Trafficking Against Children and Youth to support children and youth in the community.

Attachments:

- U.S. DOJ FY2024 USDOJ-OVW Prevention and Response to the Domestic Violence, Dating Violence, Sexual Assault, Stalking, And Sex Trafficking Against Children and Youth Application Guidelines



U.S. Department of Justice
Office on Violence Against Women (OVW)

OVW Fiscal Year 2024 Grants to Prevent and Respond to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking Against Children and Youth Program - Solicitation

Assistance Listing Number: 16.888

Grants.gov Opportunity Number: O-OVW-2024-171939

Solicitation Release Date: February 28, 2024

Deadline to submit SF-424 and SF-LLL in Grants.gov: 11:59 PM Eastern Time (ET) on April 26, 2024

Deadline to submit full application in JustGrants: 8:59 PM ET on April 30, 2024

Eligibility:

Eligible applicants are limited to: nonprofit, nongovernmental entities including community-based organizations, population-specific organizations, and culturally-specific organizations such as Urban Indian organizations and Native Hawaiian organizations (other than institutions of higher education); tribal organizations; Indian tribal governments; and units of local government or agencies of units of local government in the United States or U.S. territories. For more information, see the [Eligibility Information](#) section of this solicitation.

Letter of Intent

Applicants are strongly encouraged to submit a non-binding Letter of Intent to OVW.ConsolYouth@usdoj.gov by March 26, 2024. Applicants that do not submit a Letter of Intent can still apply. For more information, see the [Application and Submission Information](#) section of this solicitation.

Pre-Application Information Session

OVW will conduct an optional web-based Pre-Application Information Session that will be held live and then posted on the OVW website. During this session, OVW staff will review this program's requirements, review the solicitation, and allow for a brief question and answer period. For more information, see the [Application and Submission Information](#) section of this solicitation.

Contact Information

For assistance with the requirements of this solicitation, email OVW at OVW.ConsolYouth@usdoj.gov. Applicants also may call OVW at 202-307-6026.

Registration Information: OVW encourages first time applicants to apply for funding.

Organizations applying for the first time must complete registrations with multiple systems:

- i. System for Award Management (SAM) (<https://sam.gov/content/entity-registration>)
- ii. Grants.gov (<https://www.grants.gov/applicants/applicant-registration>)
- iii. JustGrants registration needs to be completed **ONLY** after successful submission of Step 1 of the application as described below.

For more information, see the [Prior to Application Submission](#) section of this solicitation.

Organizations that have applied for funding previously **must ensure their accounts with SAM, Grants.gov, and JustGrants are active and up to date.**

Applicants are strongly encouraged to begin the registration process or ensure that all accounts are active and up to date by March 26, 2024.

Submission Information: Applications must be submitted to OVW through a two-step process that begins in Grants.gov and is completed in JustGrants:

Step 1: The applicant must **submit** by the Grants.gov deadline (11:59 PM ET on April 26, 2024) the required Application for Federal Assistance standard form (SF-424) and the Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov. To view the forms prior to completing them in Grants.gov, applicants can go to the Package tab under the funding opportunity that they're applying for and select Preview. The Preview then provides links to the forms.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/> by the JustGrants application deadline (8:59 PM ET on April 30, 2024). OVW encourages applicants to review the [JustGrants](#) website for more information, resources, and training.

Note that the Grants.gov and JustGrants deadlines are typically only a few days apart.

For more information about application submission, see the [How to Apply](#) section of this solicitation.

Notification

OVW anticipates notifying applicants of funding decisions by October 1, 2024.

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Program Description

Overview of OVW

OVW is a component of the United States Department of Justice (DOJ). Created in 1995, OVW administers grant programs authorized by the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking. OVW grants support coordinated community responses that provide services to victims and hold offenders accountable.

About this OVW Program

This program is authorized by annual appropriations acts.

The Children and Youth (CY) Program solicitation is one of two solicitations issued under the Children and Youth and Engaging Men (CYEM) Program (CFDA# 16.888). The other program solicitation is the Grants to Engage Men and Boys as Allies in the Prevention of Violence Against Women and Girls (EM) Program. Applicants interested in developing projects to engage men and boys as allies should submit a proposal under the OVW Fiscal Year (FY) 2024 EM solicitation. Applicants and project partners that apply to both CY and EM grant programs are only eligible to receive one award. The CY Program supports comprehensive, community-based efforts to develop or expand prevention, intervention, treatment, and response strategies to address the needs of children and youth impacted by domestic violence, dating violence, sexual assault, stalking, and sex trafficking.

For additional information about this program and related performance measures, including how awards contribute to the achievement of program goals and objectives, see:

- OVW grant program information: [OVW Grants and Programs Webpage](#).
- Program performance measures under the Measuring Effectiveness Initiative: [VAWA Measuring Effectiveness Initiative webpage](#).
- Program-specific sections in OVW's [most recent report to Congress](#) on the effectiveness of VAWA grant programs.

What's New About this OVW Program

- In FY 2024, pursuant to changes in the reauthorization of VAWA in 2022, funds may be used to “develop, enlarge, or strengthen culturally specific victim services and responses related to, and prevention of, female genital mutilation or cutting” (FGM/C) as part of project activities to address a CY purpose area.
- In FY 2024, legal services are fundable activities.

Program Scope

Activities supported by this program are determined by statute, federal regulations, and OVW policies. If an applicant receives an award, the funded project is bound by this solicitation, the [DOJ Financial Guide](#), including updates to the financial guide after an award is made, the [Solicitation Companion Guide](#), and the conditions of the award.

Purpose Areas

Funds under this program must be used for one of the following purposes (see the Program Requirements section below for lists of required activities under each purpose area):

1. Providing services and Training to Address Children Exposed to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking (within ages 0-10).
2. Creating Safer Communities for Youth: Prevention, Intervention, Treatment, and Response Services for Youth Impacted by Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking (within ages 11-24).
3. Providing School-Based Services: Prevention, Intervention, and Response to Dating Violence, Sexual Assault, Stalking, and Sex Trafficking (within ages 5-19).

OVW Priority Areas

In FY 2024, OVW has four programmatic priorities. The two OVW programmatic priorities identified below are applicable to this program. Applicants are strongly encouraged, but not required, to address a priority area. Applicants that state that they are addressing a priority area and meet the criteria for that priority area will be given special consideration.

1. Advance equity and tribal sovereignty as essential components of ending sexual assault, domestic violence, dating violence, and stalking by improving outreach, services, civil and criminal justice responses, prevention, and support for survivors from historically marginalized and underserved communities, particularly those facing disproportionate rates or impacts of violence and multiple barriers to services, justice, and safety.

To receive consideration under this priority, the applicant or its partner must be (1) a tribal government, (2) an organization in the U.S. territories, or (3) an organization that has a demonstrated and distinctive history of using culturally appropriate and linguistically specific strategies to serve communities that have been historically marginalized and face barriers to accessing mainstream systems and service providers. At a minimum, to meet the priority, an applicant in the third category should describe these barriers and how the applicant or partner builds on the unique help-seeking strategies and sources of resilience found in its historically marginalized community. In addition, an applicant may provide data regarding disproportionate rates or impact of violence in its community.

2. Expand economic justice and financial advocacy for survivors of sexual assault, domestic violence, dating violence, and stalking, including as a tool for violence prevention.

To meaningfully address this priority, the applicant must be or partner with a community-based organization that aims to improve the economic and financial status of homeless, runaway, foster care, and emancipated youth victims of domestic violence, dating violence, sexual assault, stalking, and sex trafficking, such as support in accessing education, building academic skills, and completing educational credentials; developing the skills to seek and secure employment; learning to manage a personal or household budget and access adequate housing.

In addition to the OVW programmatic priorities above, the CY Program has the following program-specific priority area:

In response to the widespread and increasing harm posed by the distribution of non-consensual intimate images, deep fakes, online enticement, sextortion, cyberstalking, and other forms of technology-facilitated abuse, the CY Program has identified the prevention of

technology-facilitated abuse as a program-specific priority. Special consideration will be given to applications that meaningfully address this priority.

Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

OVW does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to avoid responsibility for their actions. Applications that propose any such activities may receive a deduction in points during the review process or may be eliminated from consideration. OVW may support survivor-centered alternative pathways to justice and non-criminal approaches to accountability that fall within the statutory scope of this program and do not compromise victim safety. Information on activities that compromise victim safety and recovery or undermine offender accountability may be found in the [Solicitation Companion Guide](#).

Out-of-Scope Activities

The activities listed below are out of the program scope and will not be funded under this program. See also the list of unallowable costs in the [Funding Restrictions](#) section of this solicitation.

1. Research projects. Funds under this program may not be used to conduct research, defined by 28 C.F.R. § 46.102(d) as a systematic investigation designed to develop or contribute to generalizable knowledge. Surveys and focus groups, depending on their design and purpose, may constitute research and therefore be out-of-scope. However, assessments conducted for internal improvement purposes only (see Limited Use of Funds below) may not be considered “research” as defined above. For information on distinguishing between research and assessments, see the [Solicitation Companion Guide](#).
2. Child Protective Service Investigations: Grant funds may not be used to support child protective service investigations of abuse or neglect.
3. Supervised Visitation or Exchange: Grant funds may not be used to support supervised visitation or exchange services.
4. Perpetrator Services: Grant funds may not be used to provide support services for perpetrators of domestic violence, dating violence, sexual assault, or stalking, such as counseling, batterer intervention, or anger management.
5. Sexual Harassment, Bullying, and Hazing: Grant funds may not be used to develop or provide training, products, or policies that focus on sexual harassment, bullying, or hazing outside the context of grantees’ work to prevent domestic violence, dating violence, sexual assault, stalking, or sex trafficking.
6. Substance Abuse: Grant funds may not be used to implement prevention programs that focus primarily on alcohol and substance abuse outside the context of grantees’ work to prevent domestic violence, dating violence, sexual assault, stalking, or sex trafficking.
7. Ceremonies, Celebrations, and Entertainment: Grant funds may not be used to support award ceremonies, class graduations and other celebratory events, or the purchase of tickets for entertainment activities such as sporting events, movies, concerts, or museums.
8. Athletics: Grant funds may not be used to support an individual’s or group of individuals’ participation on athletic teams or events, including full-time salaries for individuals who serve as coaches or leaders of athletic teams.
9. Technical Assistance (TA): Grant funds may not be used for the provision of TA to other entities.

10. Trademarks: Grant funds may not be used to research, apply for, or register trademarks.
11. Service Area: Grant funds may not be used to conduct or support regional or statewide activities or projects.

Applications that propose activities deemed to be substantially out-of-scope may receive a deduction in points during the review process or may be eliminated from consideration.

Limited Use of Funds

Grantees may use up to three percent of grant award funds to conduct an assessment for internal improvement purposes only, such as by convening a listening session to identify service gaps in the community or surveying training participants about the quality of training content and delivery. Applicants considering such assessments must refer to the OVW research decision tree in the Solicitation Companion Guide to ensure that the activity does not qualify as human subjects research. The [Solicitation Companion Guide](#) also provides additional information on federal requirements related to research, assessments, and surveys.

In addition, no more than 10 percent of the grant award may be used for (1) supplemental services, such as childcare, transportation assistance, clothing, or hygiene products, or (2) media purchases (billboards, bus/subway advertisements, and/or radio/TV public service announcements, online media, etc.).

Activities Requiring Prior Approval

Recipients must receive prior approval before using grant funds to support surveys, regardless of the survey's purpose. Prior approval is necessary to determine whether the activity is within the scope of the award and meets the requirements of the Paperwork Reduction Act (see the [Solicitation Companion Guide](#) for more information).

Federal Award Information

Availability of Funds

All awards are subject to the availability of appropriated funds as well as any modifications or additional requirements imposed by law. There is no guarantee that funds will be available in the future. Depending on availability of funding and an applicant's merit, OVW may elect to make awards for a future fiscal year if an application is not selected under this solicitation.

Type of Award

Awards will be made as grants.

Award Period and Amount

The award period is 36 months. Budgets, including the total "estimated funding" on the SF-424, must reflect 36 months of project activity. OVW anticipates that the award period will start on October 1, 2024.

This program typically makes awards up to \$500,000. OVW estimates that it will make up to 19 awards for an estimated \$9,500,000.

Awards under this program for FY 2024 will be made for up to \$500,000.

OVW has the discretion to make awards for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants before making an award or after an award is made but prior to access to funds.

Types of Applications

In FY 2024, OVW will accept applications for this program from the following:

New: Applicants that have never received funding under this program or whose previous funding under this program expired on or before March 28, 2023.

Continuation: Applicants that have an existing or recently closed (after March 28, 2023) award under this program. Continuation funding is not guaranteed.

Recipients of an FY 2022 or 2023 CY or EM award are NOT eligible to apply as the lead applicant or as a partner/subrecipient on an FY 2024 proposal. Likewise, an organization that is a partner/subrecipient on an FY 2022 or 2023 CY or EM award is not eligible to apply as the lead applicant or as a partner/subrecipient on an FY 2024 proposal.

Note: Current grantees with a substantial amount of unobligated funds remaining (50 percent or more of the previous award) as of March 31, 2024, without adequate justification, may not be considered for funding or may receive a reduced award amount if selected for funding in FY 2024.

Program Requirements

Applicants that receive funding under this program will be required to engage in the following activities:

1. Participation in OVW-sponsored training and technical assistance (TTA).
2. Collection of and reporting on performance indicators. Forms, instructions, training, and related tools for each OVW program are available on the [VAWA Measuring Effectiveness Initiative webpage](#).
3. Participation in an assessment or evaluation, if OVW conducts one that requires grantee involvement.
4. Creating or expanding a coordinated community response (CCR) team to guide project activities. The CCR team must meet regularly to design a project implementation plan, discuss project goals and activities, review successes and challenges, and ensure project activities are coordinated across the community served. The members of the CCR team should be chosen to meet the needs of the community and the project activities.
5. Ensuring the availability of crisis intervention assistance for children, youth, and community members at all educational, outreach, and training events that are not specifically targeted to first responders or allied professionals.
6. Engaging in a planning phase in the first 3-6 months of the grant prior to project implementation. To complete the required planning activities, recipients will have access to \$50,000 of funding. The planning phase activities must include:

New Grantees: During the planning phase, new grantees must:

- Participate in planning meetings facilitated by the OVW grant management specialist and TTA point of contact assigned to the project.
- Develop project partnerships and a CCR.
- Refine the project focus and increase capacity to implement the project.
- Hire project staff, as necessary.
- Submit the project lead's and required partner's policies related to background screening, confidentiality of clients and information sharing between the recipient and project partners, parental consent, and mandatory reporting. These policies must be reviewed with the TTA point of contact prior to submission to OVW for approval.

Continuation grantees: During the planning phase, continuation grantees must:

- Participate in planning meetings facilitated by the OVW grant management specialist and TTA point of contact assigned to the project.
- Develop the project partnerships and CCR, as needed.
- Refine the project focus and increase capacity to implement the project, as needed.
- Hire project staff, as necessary.
- Submit the project lead's and required partner's policies related to background screening, confidentiality of clients and information sharing between the recipient and project partners, parental consent, and mandatory reporting. These policies must be reviewed with the TTA point of contact prior to submission to OVW for approval.

Program-Specific Requirements for CY Purpose Areas

Purpose Area 1: Services and Training to Address Children Exposed to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking (within ages 0-10):

1. Provide direct services, such as crisis counseling, mental health and therapy services, victim advocacy, mentoring, and educational support, that address the emotional, cognitive, social, and physical effects of trauma on children and increase the safety and stability of children (within ages 0–10) exposed to domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking.
2. Develop and deliver educational programs to assist families and caregivers in creating safe homes for children.
3. Provide support services for non-abusing parents or caregivers, such as crisis counseling, victim advocacy, childcare, transportation, and emergency shelter.
4. Develop and deliver training to assist law enforcement and other allied professionals, such as prosecutors, courts, and health care providers, to appropriately respond to and support children exposed to violence.
5. Develop and deliver training to assist law enforcement officers in identifying and making appropriate referrals for children exposed to violence.
6. Develop processes and provide training for educational, after-school, head start and childcare, and/or child welfare and foster care programs to identify children and families experiencing violence and make appropriate referrals for services.
7. Develop and implement prevention programming for children (within preschool through age 10), including those who are at high risk for victimization or perpetration.

Purpose Area 2: Creating Safer Communities for Youth: Prevention, Intervention, Treatment and Response Services for Youth Impacted by Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking (within ages 11-24):

1. Provide direct services, such as crisis counseling, mental health and therapy services, victim advocacy, mentoring, educational/work support, family strengthening services, building social capital, and transportation, that address the emotional, cognitive, social, and physical effects of trauma on youth victims of domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking.
2. Develop and deliver training to assist law enforcement and other allied professionals, such as prosecutors, courts, health care providers, and the juvenile justice system, to appropriately respond to and support youth victims of domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking.
3. Develop and deliver educational programming that address the prevention of and response to domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking for youth-serving organizations, such as community centers and youth homeless services and programs.
4. Develop and deliver prevention programming for youth, including those who are at high risk for victimization or perpetration, that are inclusive of youth-led strategies, assist youth in understanding and recognizing abusive behavior, and address bystander intervention.

Purpose Area 3: Providing School-Based Services: Prevention, Intervention, and Response to Dating Violence, Sexual Assault, Stalking, and Sex Trafficking (within ages 5-19):

1. Develop and implement school-based policies, practices, and programs to prevent and respond to dating violence, sexual assault, stalking, and/or sex trafficking of students, including policies and practices that address safety planning, referrals for support services, protection orders, and educational accommodations, such as a change of class schedule, location of locker, and additional academic support for victims.
2. Provide developmentally appropriate prevention programming for students, including those at high risk of victimization or perpetration.
3. Provide bystander intervention training for students.
4. Provide victim services for students, including better access to on- or off-site victim advocates and counselors. The counselors and victim advocates must be trained in providing mental health and victim services for youth victims of dating violence, sexual assault, stalking, and/or sex trafficking.
5. Develop and deliver training for school resource officers, teachers, school faculty and employees, and coaches on creating trauma-informed classrooms, schools, and programming for students.
6. Provide training to assist law enforcement, prosecutors, courts, and schools in investigations and/or prosecutions of incidents of dating violence, sexual assault, stalking, and/or sex trafficking when the student or the student's caregiver chooses to report to law enforcement.
7. Develop and deliver training to assist school faculty and employees, (including administrators, teachers, coaches, school resource officers, counselors, nurses, and volunteers), law enforcement, and parents or caregivers in supporting students at risk of and impacted by dating violence, sexual assault, stalking, and/or sex trafficking.
8. Implement programs within the school and/or school system designed to change attitudes and behaviors in relation to domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking.

Eligibility Information

Eligible Applicants

The following entities are eligible to apply for this program:

1. A nonprofit, nongovernmental entity (such as a legal service provider), including a culturally specific organization (such as an Urban Indian organization or a Native Hawaiian organization).
2. A tribal organization.
3. An Indian Tribal government.
4. A unit of local government or an agency of a unit of local government.

Note: Institutions of higher education, regardless of whether they are nonprofit, nongovernmental, or government entities, are not eligible applicants.

Faith-Based and Community Organizations

Faith-Based and community organizations, including culturally specific organizations, tribal organizations, and population-specific organizations, that meet the eligibility requirements are eligible to receive awards under this solicitation (see [Civil Rights Office I Partnerships with Faith-Based and Other Neighborhood Organizations I Office of Justice Programs](#) (ojp.gov) for more information).

Ineligible Entities and Disqualifying Factors

Applications submitted by ineligible entities or that do not meet all program eligibility requirements will not be considered for funding. In addition, an application deemed deficient in one or more of the following categories may not be considered for funding: 1. activities that compromise victim safety, 2. out-of-scope activities, 3. unallowable costs, 4. pre-award risk assessment, 5. completeness of application contents, and 6. timeliness.

Failure to comply fully with all applicable unique entity identifier and SAM requirements (see Application and Submission section for more information on these requirements) will result in removal from consideration.

An applicant with past performance issues, long-standing open audits, or an open criminal investigation also may not be considered for funding.

Note: Any nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code is not eligible for a grant from this program. See 34 U.S.C. § 12291(b)(15)(B)(ii).

Cost Sharing or Matching

This program has no matching or cost-sharing requirement.

Other Program Eligibility Requirements

In addition to meeting the eligible entity requirements outlined above, applicants for this program must also meet the requirements below. All certification and other eligibility related documents must be current and developed in accordance with the FY 2024 solicitation.

Delivery of Legal Assistance Certification

A sample Delivery of Legal Assistance Certification letter can be found on the OVW website ([Delivery of Legal Assistance](#)).

Pursuant to 34 U.S.C. § 12291(b)(12), to be eligible for an award, any recipient or subrecipient providing legal assistance with funds awarded under this program must certify in writing that:

1. any person providing legal assistance with funds through this program – (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney; (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative; (iii) in Veterans' Administration claims, is an accredited representative; or (iv) is any person who functions as an attorney or lay advocate in Tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i); and (II) has completed, or will complete, training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;
2. any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials;
3. any person or organization providing legal assistance with funds through this program has informed and will continue to inform state, local, or tribal domestic violence, dating violence, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
4. the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, stalking, or child sexual abuse is an issue.

Eligible Service Area

Applicants must ensure that proposed projects support **only** local, community-specific strategies. The applicant and its project partners must be based in the project's service area. Grant funds may not be used to conduct or support regional or statewide activities or projects.

Required Partnerships

An application must include the following organizations (as either the lead applicant or a partner) and must document required partnerships in the Memorandum of Understanding, as described in the Application and Submission Information section of this solicitation:

Purpose Area 1 (within ages 0-10)

1. A victim service provider with a demonstrated primary purpose of providing direct victim services for children who are victims of and/or exposed to domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking;

OR

2. A victim service provider with a demonstrated primary purpose of serving

adult victims of domestic violence, dating violence, sexual assault, stalking, and/ or sex trafficking, as well as a designated component that provides direct victim services to children who are victims of and/or exposed to the aforementioned crimes;

AND

3. A community-based organization with demonstrated expertise in developing or providing specialized programming or services to children.

Purpose Area 2 (within ages 11-24)

1. A victim service provider with a demonstrated primary purpose of providing direct victim services for youth who are victims of and/or exposed to domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking;

OR

2. A victim service provider with a demonstrated primary purpose of serving adult victims of domestic violence, dating violence, sexual assault, stalking, and/ or sex trafficking, as well as a designated component that provides direct victim services to youth who are victims of and/or exposed to the aforementioned crimes;

AND

3. A community-based organization with demonstrated expertise in developing or providing specialized programming or services to youth.

Purpose Area 3 (within ages 5-19)

1. A victim service provider with a demonstrated primary purpose of providing direct victim services for children and/or youth who are victims of and/or exposed to domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking;

OR

2. A victim service provider with a demonstrated primary purpose of serving adult victims of domestic violence, dating violence, sexual assault, stalking, and/ or sex trafficking, as well as a designated component that provides direct victim services to children and/or youth who are victims of and/or exposed to the aforementioned crimes;

AND

3. A school or school district.

While the applicant may be qualified to fill more than one of these roles, for the sake of this application, it cannot satisfy multiple partnership requirements. Likewise, a partner cannot satisfy multiple required partnership roles. The proposal narrative should clearly indicate which organization satisfies which required partnership role.

Definition of victim service provider

A victim service provider is a nonprofit, nongovernmental or tribal organization or rape crisis center, including a state or tribal domestic violence and/or sexual assault coalition, that assists or advocates for domestic violence, dating violence, sexual assault, or stalking victims, including a domestic violence shelter, faith-based organization or other organization, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking. 34 U.S.C. § 12291(a)(50). Victim service providers must provide direct services to victims of domestic violence, dating violence, sexual assault, stalking, or sex trafficking as one of their primary purposes and have a demonstrated history of effective work in this field.

Limit on Number of Applications

OVW will consider only one application per organization for the same service area (i.e., the geographic area to be served). In addition, if an applicant submits multiple versions of the same application, OVW will review only the most recent system-validated version submitted before the deadline.

Application and Submission Information

Address to Request Application Package

The complete application package (this solicitation, including links to required forms) is available on Grants.gov and on the [OVW website](#). Applicants wishing to request a paper copy of these materials should contact OVW at 202-307-6026 and OVW.ConsolYouth@usdoj.gov.

Pre-Application Information Session

OVW will conduct a live web-based pre-application information session. During this live session, OVW staff will review this program's requirements, review the solicitation, and allow for a brief question and answer period. The live session is tentatively scheduled for: **March 14, 2024, 12:30-1:30 PM ET.**

Participation in a pre-application information session is optional and not a requirement to be eligible to apply and a recording will be available on the [OVW website](#).

To register for the live session, contact the CYEM Unit at OVW.ConsolYouth@usdoj.gov or at 202-307-6026. Registration must be received at least one day prior to the start of the session. Participants are not registered until they receive a confirmation email. The webinar will be captioned in English and Spanish. Interested applicants needing additional language assistance should contact this program at OVW.ConsolYouth@usdoj.gov or at 202-307-6026 as soon as possible, but no later than March 4, 2024.

Content and Form of Application Submission

The information below (**Letter of Intent** through **How to Apply**) describes the full content and form of application submission.

Letter of Intent

Applicants intending to apply for FY 2024 funding under this program are strongly encouraged to submit a Letter of Intent stating that they are registered and current with SAM and with Grants.gov. The letter should be submitted to OVW at OVW.ConsolYouth@usdoj.gov by March 26, 2024. This letter does not obligate the applicant to apply. See the OVW website for a sample [Letter of Intent](#).

Formatting and Technical Requirements

Applications must follow the requirements below for all documents attached to the application, unless otherwise noted. Points may be deducted for applications that do not adhere to the following requirements:

1. Double-spaced (charts may be single-spaced)
2. 8½ x 11 inch pages
3. One-inch margins
4. Arial font, type no smaller than 11 point, except for footnotes, which may be 9 point
5. Page numbers
6. No more than 20 pages for the Proposal Narrative
7. Documents in the following formats: Microsoft Word (.doc), PDF files (.pdf), or Text Documents (.txt)
8. Headings and sub-headings that correspond to the sections identified in this section of the solicitation

Application Contents

Applications must include the required documents and meet the program eligibility requirements. For a checklist, see the [Application Checklist](#) in the Other Information section of this solicitation.

OVW will not contact applicants for missing items on the list below. **Applications that do not include all the following documents will not be considered for funding:**

1. Proposal Narrative
2. Budget Detail Worksheet and Narrative
3. Signed Memorandum of Understanding

Application for Federal Assistance (SF-424)

Applicants must complete the SF-424 in Grants.gov as part of **Step 1 of the application submission process**. The SF-424 is generated when the applicant begins the submission process in Grants.gov. For Type of Applicant (box 9), do not select "Other". The amount of federal funding requested in the "Estimated Funding" section of this form (box 18a) should match the amount of federal funding requested in the budget of the application. This program does not require a match; therefore, the value for the Applicant line (box 18b) should be zero. The individual who is listed as "**Authorized Representative**" (box 21) must have the authority to apply for and accept grant awards on behalf of the organization or jurisdiction.

Intergovernmental Review (SF-424 Question 19): This solicitation ("funding opportunity") is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of state [Single Points of Contact](#) (SPOC) under Intergovernmental Review. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to comply with the state's process under E.O. 12372. In completing the SF-424, the applicant must make the appropriate selection in response to question 19 once it has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities (SF-LLL)

All applicants must complete and submit the *Disclosure of Lobbying Activities* (SF-LLL) form in Grants.gov as part of **Step 1 of the application submission process**. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields.

Standard Applicant Information (JustGrants 424 and General Agency Information)

This section in the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants begin **Step 2 of the application submission process** by reviewing the Standard Applicant Information in JustGrants, making edits as needed, confirming the Authorized Representative, verifying the legal name and address, and entering the ZIP code(s) for the areas affected by the project.

Proposal Abstract

The Proposal Abstract must provide a short summary (no more than two pages double-spaced) of the proposed project, including names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Do not summarize past accomplishments in this section. The Proposal Abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

Data Requested with Application

Applicants must complete three questionnaires in JustGrants: the Pre-Award Risk Assessment, the Applicant Entity Questionnaire, and the Grants to Prevent and Respond to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking Against Children and Youth Summary Data Sheet. These questionnaires are not scored. Applicants should click on the questionnaire name in JustGrants to access and complete each questionnaire. Although the questionnaires must be completed in JustGrants, the questions can be viewed in Appendices B, C, and D of this solicitation.

Proposal Narrative

The Proposal Narrative may not exceed 20 pages, double-spaced. Reviewers will not read beyond this page limit. The Proposal Narrative must include the 3 sections below. The total point value for the proposal narrative section is 70. Applicants must upload the Proposal Narrative as an attachment in JustGrants.

Purpose of the Proposal 10 points

This section must:

1. Describe the communities in the service area, including but not limited to: traditionally underserved populations, such as communities of color, people with disabilities, people who are Deaf or hard of hearing, persons with limited English proficiency, older adults, and LGBTQ+ communities.
2. Identify the service area and describe the challenge(s) or need(s) faced by the community. Include how this project will meet those needs. Provide any relevant data to support the purpose of the project.
3. Describe the current prevention, intervention, treatment, and response resources, including legal services, for the targeted age group in the community(ies). This section

must identify available services and programs and 2) gaps in and barriers to service provision and programming that address prevention, intervention, treatment, and response.

4. Describe the existing training and/or educational programs provided for those working or engaging with children and youth in the community(ies), such as law enforcement, prosecutors, school resource officers, schools, advocates, health care providers, parents or caregivers, juvenile justice system, foster care, homeless shelters, or youth-serving programs.
5. If the applicant is a current grantee of the CY Program, describe the challenges and successes of the current project and the work that remains.

What Will Be Done 40 points

The application must provide a clear link between the proposed activities and the need identified in the "Purpose of the Proposal" section above. Do not include any of the activities listed as unallowable costs in the Funding Restrictions section of this solicitation.

This section must:

1. Describe the approach to addressing the challenge(s) or need(s) identified in the Purpose of the Proposal.
2. Describe project goals, objectives, and activities, including how the applicant proposes to implement the program requirements for the chosen Purpose Area to be addressed by the project ([see pages 9 to 11](#) for the program requirements for each purpose area), and provide a corresponding 36-month timeline. The 36-month timeline should include three-to-six-months of planning phase activities and submission of the planning phase documents.
Please note: Do not submit additional documents describing proposed project activities and timeline outside of the proposal narrative. Any such additional documents will not be read or scored.
3. Describe how the proposed project will establish or support a multidisciplinary CCR to respond to children and/or youth impacted by domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking. This should include current and prospective members of the CCR, the frequency of the CCR meetings, and the lead organization or program of the CCR. Applicants should describe how they will ensure that the CCR team is broad enough to represent the diversity and experiences of the community and includes the expertise and knowledge needed to meet the goals and objectives of the proposed project.

Note: Continuation applicants must provide details about the CCR created or enhanced through the initial award including:

- Current status of the CCR organized under the initial CY or EM Program award, including whether it still exists, and if not, when it ended and why. If the CCR still meets, how often it meets, and the number of agencies and organizations regularly attending CCR meetings.
- Any activities engaged in by the CCR under the initial CYEM Program award that have been sustained.
- The efforts of the CCR to address children and youth exposed to or impacted by violence.
- Key participants of the CCR.

4. Describe how the project will provide appropriate crisis intervention and referrals for participants who identify themselves as victims during project activities, including prevention education, community awareness events, and other activities that target children and youth, non-offending parents or caregivers, and the general community.
5. Describe whether there are policies in place or that will be developed to address the following: a) confidentiality; b) information sharing; c) parental consent; d) background checks; and e) mandatory reporting, if applicable.
6. Describe the type(s) of direct victim services that will be provided for the targeted age group, and (if applicable) the non-offending parent or caregiver. Examples include crisis counseling, mental health and therapy services, victim advocacy, mentoring, legal services, education and work support, family strengthening services, building social capital, and transportation.
7. Describe how the proposed project focuses on a full spectrum of strategies to address prevention, intervention, treatment, and response for the specific ages of the children and/or youth to be served.
8. Describe all products, if any, to be developed or acquired with grant funds.
9. Describe how the proposed project will address the unique needs of the traditionally underserved populations identified in the Purpose of the Proposal section above.
10. Describe how the proposed project will improve accessibility for people with disabilities and people who are Deaf or hard of hearing.
11. Describe how the proposed project will improve accessibility for people with limited English proficiency.
12. Describe how survivors and other people with relevant lived experiences have helped formulate and/or will be involved in shaping and implementing the project. Involving people with lived experience is a way to ensure that an approach is informed by people who have direct experience with the issues the approach is trying to alleviate. An example of involving people with lived experience is asking survivors who have obtained protection orders to help develop a brochure explaining the steps for requesting a protection order. For more information about engaging people with lived experience, see this brief from the [Department of Health and Human Services](#).
13. For applicants addressing the CY program-specific priority on prevention of technology-facilitated abuse, describe how the project will do so.
14. For applicants addressing the [OVW priority area](#) on advancing equity and tribal sovereignty, explain how the proposed project will address this priority and identify whether the applicant or a partner is (1) a tribal government, (2) an organization in a U.S. territory, or (3) an organization that has a demonstrated and distinctive history of using culturally appropriate and linguistically specific strategies to serve communities that have been historically marginalized and face barriers to accessing mainstream systems and service providers. If the applicant or partner is #3, describe these barriers and how the applicant or partner builds on the unique help-seeking strategies and sources of resilience found in its historically marginalized community. If the applicant is relying on a partner for this priority, describe how it will equitably compensate its partner, actively collaborate with its partner throughout the planning phase and project activities, and support the partner's participation in OVW training and technical assistance opportunities.
15. For applicants addressing the [OVW priority area](#) on expanding economic justice and financial advocacy for survivors, describe how the proposed project will address this priority and identify whether the applicant or a partner is an organization as described in the OVW Priority Areas section of this solicitation. If the applicant is relying on a partner for this priority, describe how it will equitably compensate its qualified partner and meaningfully collaborate with its partner throughout the planning phase, in project

activities, and by funding the partner's participation in OVW training and technical assistance opportunities; and describe how the applicant will engage, train, and equitably reimburse youth who contribute to the implementation of grant activities, when possible.

Who Will Implement the Proposal 20 points

This section must:

1. Identify the key people and organizations, including project partners involved in the proposed project. Please note: do not submit additional documents describing project personnel; any such additional documents will not be read or scored.
2. Demonstrate that the people and organizations identified have the capacity to address the stated need and can successfully implement the proposed project activities.
3. Provide detailed information demonstrating that the applicant and its partners are based in the community where the project will be implemented.
4. Describe the roles and responsibilities of the applicant, each partner, and key personnel.
5. Describe the applicant's experience and expertise in the areas of domestic violence, dating violence, sexual assault, stalking, and/or sex trafficking, as applicable, for both the applicant and key personnel who will be directly involved with the proposed project.

Budget and Associated Documentation

Applicants must submit a detailed budget and budget narrative and must upload the applicable associated documentation as described below, under each heading. OVW strongly encourages using a spreadsheet (e.g., Excel, Numbers, etc.) for the budget attachments. The budget worksheet and budget narrative are worth a total of **20 points** and will be reviewed separately from the proposal narrative. The associated documentation will not be scored, but failure to include it may result in removal from consideration or a delay in access to funding.

Budget Worksheet and Budget Narrative (attachment)

Applicants must upload in JustGrants a detailed budget and budget narrative for all applicable cost categories. The budget narrative must describe each line item requested in the budget and explain all costs included in the budget, including how the costs of goods and services are determined and how they will fulfill the objectives of the project. See the Budget Information and Sample Budget Narrative in [Appendix A](#) and the [Creating a Budget](#) webinar on the OVW website. Keep in mind that budgetary requirements vary among programs. Budgets should be reasonable and based on the resources needed to implement their projects in their specific geographic location.

Award Period and Amounts

Applicants should carefully consider the resources needed to implement the project and present a realistic budget that accurately reflects the costs involved for a 36-month budget. Proposed budgets should not exceed \$500,000 and should address only one Purpose Area.

The budget must:

1. Present a clear link between the specific project activities and the proposed budget items. The budget should not contain items that are not supported by the proposal narrative.

2. Fairly and reasonably compensate all project partners for their full level of effort, unless otherwise stated in the MOU. For more information on compensating project partners, see the Budget Information and Sample Budget Narrative in [Appendix A](#).
3. Include sufficient funds to provide language access or describe other resources available to the applicant to ensure meaningful access for persons with limited English proficiency. See Accessibility under the [Federal Award Administration Information](#) section of this solicitation for more information.
4. Include sufficient funds to provide access for people with disabilities or who are Deaf/hard of hearing, or describe other resources available to the applicant to ensure meaningful access for such people. See Accessibility under the [Federal Award Administration Information](#) section of this solicitation for more information.
5. Include funds to attend OVW-sponsored TTA in the amount of \$15,000 for applicants located in the 48 contiguous states and \$20,000 for applicants located in the territories, Hawaii, and Alaska. This amount is for the entire 36 and NOT per year. Applicants also may budget expenses in excess of the required amount if they are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to support staff/project partner attendance.
6. Distinguish clearly between subawards and contracts in allocating any grant funds to other entities. Pursuant to 2 C.F.R. § 200.331, a subaward is for the purpose of carrying out a portion of the federal award, such as compensating an MOU partner; a contract is for the purpose of obtaining goods and services for the grantee's own use. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The awarding and monitoring of contracts must follow the recipient's documented procurement procedures, including full and open competition, pursuant to the procurement standards and monitoring requirements in 2 C.F.R. §§ 200.317-200.327 & 200.329. The issuance and monitoring of subawards must meet the requirements of 2 C.F.R. § 200.332, which includes oversight of subrecipient/partner spending and monitoring performance measures and outcomes attributable to grant funds. For more information, see the Budget Information and Sample Budget Narrative in [Appendix A](#) and the [Solicitation Companion Guide](#) on the OVW website.
7. Designate no more than 10 percent of total funding for supplemental services such as childcare, transportation assistance, clothing, or hygiene products, if applicable.
8. Designate no more than 10 percent of total funding for media purchases such as, billboards, bus/subway advertisements, radio/TV public service announcements, and/or online media, if applicable.

Note: Applicants may use funds for food/beverage for youth/child-serving activities; however, grant recipients must receive budget approval before using grant funds for this purpose.

OVW awards are governed by the provisions of 2 C.F.R. Part 200 and the [DOJ Financial Guide](#), which include information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. For additional information on allowable and unallowable costs, see the Funding Restrictions section below and the Budget Information and Sample Budget Narrative in [Appendix A](#).

Funding Restrictions

The following information is provided to help applicants develop an application and budget consistent with program requirements.

Unallowable Costs

The costs associated with the activities listed below are unallowable and must not be included in applicants' budgets:

1. Lobbying.
2. Fundraising.
3. Purchase of real property.
4. Physical modifications to buildings, including minor renovations (such as painting or carpeting).
5. Construction.

Food and Beverage/Costs for Refreshments and Meals

Recipients **must** receive prior approval before using grant funds to provide a working meal and/or refreshments at a meeting, conference, training, or other event. Food and beverages are generally considered personal expenses for which government funds should not be used. Exceptions may be made for working meals that are necessary to accomplish official business and enhance the cost effectiveness of the meeting or conference. Examples include, but are not limited to:

1. The location of the event is not in close proximity to food establishments, despite efforts to secure a location near reasonably priced and accessible commercial food establishments.
2. Failure to serve food will significantly lengthen the day or necessitate extending the meeting to achieve meeting outcomes.
3. A special presentation at a conference requires a plenary address where there is no other time for food to be obtained.
4. Other extenuating circumstances necessitate the provision of food.

Justification for an exception listed above must be included in the applicant's budget narrative, including relevant details about the applicant's community, such as a rural or remote location. For additional information on restrictions on food and beverage expenditures, see [OVW conference cost planning](#).

Conference Planning and Expenditure Limitations

Applicants' budgets must be consistent with all requirements (including specific cost limits and prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, training, and other similar events), and costs of attendance at such events. Information on conference planning, minimization of costs, and conference reporting is available at [OVW conference cost planning](#).

Pre-Award Costs

OVW generally does not allow pre-award costs. Costs incurred prior to the start date of the award may not be charged to the project unless the recipient receives prior approval from OVW. See the [DOJ Financial Guide](#) for more information on pre-award costs.

Indirect Cost Rate Agreement (if applicable)

Applicants that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally approved indirect cost rate agreement and must upload and attach a copy of the agreement to their application in JustGrants. Applicants that do not

have a current negotiated (including provisional) indirect cost rate, except for those non-federal entities described in [Appendix VII to Part 200 paragraph \(d\)\(1\)\(B\)](#), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).

Organizations that wish to negotiate an indirect cost rate should contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 for more information.

Applicant Financial Capability Questionnaire (if applicable)

All nonprofit, nongovernmental organizations that apply for funding from OVW and have not previously (or within the last three years) received funding from OVW must complete an [Applicant Financial Capability Questionnaire](#) and attach it to their application in JustGrants. In addition, applicants may be required to submit their current year's audit report at a later time.

Disclosure of Process Related to Executive Compensation (if applicable)

An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees. If so, the applicant must upload and attach a document with these disclosures to its application in JustGrants.

Under certain circumstances, a nonprofit organization that provides unreasonably high compensation to certain persons may subject both the organization's managers and those who receive the compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a nonprofit organization's compensation arrangements, however, may be available if the nonprofit organization satisfies certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.

Each applicant must state at the time of its application (in the Data Requested with Application section) whether the applicant is a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable. If the applicant states that it uses the safe-harbor procedure, then it must disclose, in an attachment to its application (to be titled "Disclosure of Process Related to Executive Compensation"), the process it uses to determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). See 34 U.S.C. § 12291(b)(15)(B)(iii).

At a minimum, the disclosure must describe in pertinent detail: (1) the composition of the body that reviews and approves compensation arrangements for covered persons; (2) the methods and practices used by the applicant nonprofit organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person; (3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons; and (4) the written or electronic records that the applicant maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions. For a sample [Disclosure of Process Related to Executive Compensation](#) letter, see the OVW website.

For purposes of the required disclosure, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. § 53.4958-6:

officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, and concurrent documentation.

Following receipt of an appropriate request, OVW may be authorized or required by law to make information submitted to satisfy this requirement available for public inspection. Also, a recipient may be required to make a prompt supplemental disclosure after the award in certain circumstances (e.g., if the recipient changes in the way it determines compensation).

Memorandum of Understanding

Memorandum of Understanding (MOU)

For purposes of this solicitation, the MOU is a document containing the terms of the partnership and the allocation of roles and responsibilities between two or more parties, and it must be included as an attachment to the application in JustGrants. The MOU is worth a total of **10 points**. The MOU is not a substitute for a subaward agreement, which ensures that subrecipients adhere to the requirements of the award and 2 C.F.R. Part 200 (see 2 C.F.R. § 200.332). Partners receiving funds under the award generally are considered subrecipients because they are carrying out a portion of the federal award.

The MOU **must** be a single document and **must** be signed and dated by the Authorized Representative of each proposed partner organization during the development of the application. OVW will accept electronic signatures. MOUs missing signatures may result in a point deduction or **removal from consideration, particularly if the MOU is missing the signature of a required partner**. If necessary, an MOU can include multiple signature pages so long as each page includes the names and titles of all signatories to the MOU. A sample [MOU](#) is available on the OVW website.

Note: The MOU should include all required partners and any other partnerships necessary to successfully implement project activities or meet any priority the applicant is proposing to address.

The MOU must clearly:

1. Identify the partners and provide a brief history of the collaborative relationship between those partners, including when and under what circumstances the collaborative relationship began and when each partner entered into the relationship.
2. Describe the roles and responsibilities each partner will assume to ensure the success of the proposed project.
3. Demonstrate how the proposed partnership can address the needs of the traditionally underserved population(s) identified in the Purpose of the Proposal section.
4. State that each project partner has reviewed the budget, is aware of the total amount being requested, and is being equitably compensated for their work under the grant or is agreeing to be partially compensated or receive no compensation from the grant.
5. Detail the specific activities for the proposed project and identify the individuals from each partner who will be responsible for implementing project activities and describe how they will work with other project staff.

Additional Application Components

The following components will not be scored but must be included with the application. Failure to do so may result in the application being removed from consideration. Some components will

be generated during the application submission process while others will be uploaded and attached to the application in JustGrants.

Letter of Nonsupplanting

Applicants must attach a letter to OVW's Director, signed by the Authorized Representative, certifying that federal funds will not be used to supplant non-federal funds should a grant award be made. A sample [Letter of Nonsupplanting](#) is available on the OVW website.

Confidentiality Notice Form

All applicants are required to acknowledge that they have received notice that grantees and subgrantees must comply with the confidentiality and privacy requirements of VAWA, as amended. Applicants must upload and attach, under Additional Attachments in JustGrants, the completed acknowledgement form available on the [OVW website](#). This form must be signed by the Authorized Representative.

Summary of Other Federal Funding

Applicants must disclose whether they have any of the following: 1) an OVW grant or cooperative agreement that is open or that closed within 12 months of the date this solicitation closes; 2) a subaward under an OVW grant or cooperative agreement that is open or that closed within 12 months of the date this solicitation closes; 3) a pending OVW application as either the lead applicant/potential recipient or as a partner/potential subrecipient; 4) a federal award to do the same or similar work; or 5) a pending federal application to do the same or similar work.

Applicants will provide this information by completing the Summary of Other Federal Funding form in the Disclosures and Assurances section of JustGrants during the application submission process.

Disclosures and Assurances

All applicants must review, complete, and submit all disclosures, assurances, and certifications as described below.

Disclosure of Lobbying Activities

Applicants must complete and submit the *Disclosure of Lobbying Activities* (SF-LLL) form in Grants.gov before beginning the application process in JustGrants.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants must read and acknowledge these DOJ certifications in JustGrants.

Prior to Application Submission

Unique Entity Identifier (UEI) and System for Award Management (SAM)

Entities applying for the first time must register with the following systems:

- SAM.gov: Registration with [SAM.gov](#) includes receiving a UEI and takes an average of **2 to 3 weeks**.
- Grants.gov: Registration with [Grants.gov](#) takes an average of **1 week**.
- JustGrants: Registration with JustGrants needs to be completed **ONLY** after successful submission of Step 1 of the application as described below under [How to Apply](#).

Note: Registration time frames are estimates. Applicants experiencing registration challenges should refer to the *OVW Policy for Applicants Experiencing Technical Difficulties During the Registration and Submission Processes* section below for guidance on how to proceed.

Entities that have previously applied for funding from DOJ must ensure their accounts with SAM, Grants.gov, and JustGrants are active and up to date.

It is the applicant's responsibility to ensure that they are registered with SAM, Grants.gov, and JustGrants. OVW strongly encourages all applicants to begin the registration process, or ensure that all accounts are active and up to date, by **March 26, 2024**. **Failure to do so may result in missing the application deadline and therefore not being considered for funding.**

Applicants experiencing technical difficulties with SAM should go to https://www.fsd.gov/qsafsd_sp.

Applicants experiencing technical difficulties with Grants.gov should contact support@grants.gov.

Applicants experiencing technical difficulties with JustGrants should contact OVW.JustGrantsSupport@usdoj.gov.

How to Apply

Submission Dates and Times

All applications must be submitted electronically first in Grants.gov (SF-424 and SF-LLL) and then in JustGrants. **Applicants must make every effort to submit their application in Grants.gov and JustGrants. Note: The Grants.Gov deadline is 11:59 pm ET on April 26, 2024 and the JustGrants application deadline is 8:59 pm ET on April 30, 2024.** Applicants experiencing technical difficulties during the application submission process should refer to the *OVW Policy for Applicants Experiencing Technical Difficulties During the Registration and Submission Processes* below for guidance on how to proceed.

OVW strongly encourages all applicants to begin the application submission process at least 48 hours prior to the Grants.gov application deadline. Failure to do so may result in missing the application deadline and therefore not being considered for funding.

OVW will not accept applications after the JustGrants deadline, except for severe inclement weather or natural or man-made disaster. See the *OVW Policy on Late Submission Request Due to Severe Inclement Weather or Natural or Man-Made Disaster* below.

Submission Information and Other Submission Requirements

Applications must be submitted to OVW through a two-step process that begins in Grants.gov and is completed in JustGrants:

Step 1: The applicant must submit by the Grants.gov deadline (provided above) the required Application for Federal Assistance standard form (SF-424) and the Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov. To view the forms prior to completing them in Grants.gov, applicants can go to the Package tab under the funding opportunity that they're applying for and select Preview. The Preview then provides links to the forms.

Step 2: The applicant must then submit the full application, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/> by the JustGrants application deadline (provided above). OVW encourages applicants to review the [JustGrants](#) website for more information, resources, and training.

Tip: JustGrants functions better using a PC with Chrome or Edge web browser.

OVW Policy for Applicants Experiencing Technical Difficulties During the Registration and Submission Processes

Technical difficulties are issues that are beyond the applicant's control. OVW can confirm when each registration and/or submission action began.

Technical difficulties with SAM or Grants.gov

1. Contact SAM or Grants.gov support as soon as the applicant is aware of a problem.
2. Maintain documentation of when the issue began and all communication with technical support.
3. Before the Grants.gov deadline, notify OVW, via email at ovw@consolyouth@usdoj.gov, stating the applicant is experiencing technical difficulties with SAM or Grants.gov. The applicant should provide regular updates to this program via email at ovw@consolyouth@usdoj.gov.
4. If the technical difficulty cannot be resolved before the Grants.gov deadline, the applicant must notify OVW via email at ovw@consolyouth@usdoj.gov before the Grants.gov deadline.
5. Once the Grants.gov deadline passes an applicant will not be able to apply in JustGrants. Therefore, the applicant **must** email the complete application (SF-LLL, SF-424, Proposal Narrative, Budget and Budget Narrative, MOU and all documentation confirming the technical difficulty to OVW at ovw@consolyouth@usdoj.gov by **8:59 p.m. E.T. on April 30, 2024**.

Technical difficulties while applying in JustGrants

1. Contact OVW JustGrants Support at OVW.JustGrantsSupport@usdoj.gov or 866-655-4482 as soon as the applicant is aware of a problem. OVW JustGrants Support is a separate Help Desk from OJP and COPS and is dedicated to OVW applicants.
2. Maintain documentation of all communication with OVW JustGrants Support.
3. Actively work with OVW JustGrants Support to resolve the technical difficulty.
4. Contact OVW, via email at ovw@consolyouth@usdoj.gov, prior to the JustGrants deadline (**8:59 p.m. E.T. on April 30, 2024**). If an applicant must submit their application via email due to a technical difficulty, they must do so by the JustGrants application deadline, but **no earlier than 4 hours prior to the deadline**. The email must include the following:
 - A detailed description of the technical difficulty.
 - The contact information (name, telephone, and email) for the person making the request.
 - The applicant's UEI number.

- JustGrants application numbers and User Support tracking numbers.
- The complete application (SF-LLL, SF-424, Proposal Narrative, Budget and Budget Narrative, MOU).

It is not guaranteed that applications submitted via email will be considered for funding, even if the email is received before the JustGrants application deadline. OVW will decide and notify applicants of the decision within 30 days of the JustGrants application deadline. Applicants may be asked to coordinate with OVW to submit their application in Grants.gov and JustGrants later.

OVW Policy on Late Submission Request Due to Severe Inclement Weather or Natural or Man-Made Disaster

Cases of severe inclement weather or natural or man-made disaster are the only circumstances under which OVW may accept applications after **8:59 pm ET on April 30, 2024**. The information below provides the process applicants must follow in such a circumstance.

1. Contact this program at ovw@consolyouth@usdoj.gov as soon as the applicant is aware of severe weather or a natural or man-made disaster that may impede the submission of an application by the deadline. The email should include a detailed description of the weather event or natural or man-made disaster. A detailed description includes when the event occurred, or is likely to occur, the impacted area, and the specific impact on the applicant and/or partners' ability to submit the application by the deadline (e.g., without power for "x" days, office closed for "x" days). If the application is complete and ready for submission at the time the applicant notifies OVW, the application should be included with the email.
2. Applicants impacted by severe weather or a natural or man-made disaster occurring on or around the deadline must contact OVW within 48 hours after the deadline or as soon as communications are restored.

Note: OVW may not be able to accommodate all requests resulting from severe inclement weather or a natural or man-made disaster.

OVW will review the request for late submission and required documents and notify the applicant whether the request has been approved or denied within 30 days of the submitted request.

Application Review Information

Review Criteria

Applications will be scored based on the degree to which the application responds to each section and addresses each element in the section. Furthermore, applications will be scored based upon the quality of the response, capacity of the applicant and any partners, and the level of detail provided. Each element **must** be addressed in the section in which it is requested. Points may be deducted if the applicant does not include the information in the appropriate section regardless if it is included elsewhere within the application. Each section will be reviewed as a separate document and will be scored as such. Specifically, for the CY, scoring will be as follows:

1. Proposal narrative: 70 points, of which:
 - A. Purpose of the proposal: 10 points.
 - B. What will be done: 40 points.

- C. Who will implement the proposal: 20 points.
2. Budget worksheet and budget narrative: 20 points.
3. MOU: 10 points.

OVW may consider how many applicants apply to each purpose area when making funding decisions.

Voluntary match or other cost sharing methods will not be considered in the evaluation of the application.

Review and Selection Process

Applications will be subject to a peer review and a programmatic review.

Peer Review

OVW will subject all eligible, complete, and timely applications to a [peer review process](#) that is based on the criteria outlined in this solicitation. OVW may use internal reviewers, external reviewers, or a combination of both.

OVW peer reviewers may include victim advocates, judges, prosecutors, law enforcement officers, legal professionals, and others with expertise in areas such as tribal communities, colleges and universities, rural areas, urban areas, working with people with disabilities or older adults, and providing services to victims, including transitional housing and services provided by culturally specific organizations and the faith community. While some peer reviewers are expert consultants on violence against women issues, the vast majority are current practitioners or recent retirees from the professions mentioned above. To ensure that applications are reviewed by people with on-the-ground experience responding to sexual assault, domestic violence, dating violence, or stalking, OVW does not use professional peer reviewers.

Programmatic Review

All applications that are considered for funding will be subject to a programmatic review. The programmatic review consists of assessing the application for compliance with the program's scope, activities that compromise victim safety, and, if applicable, past performance and priority area review. OVW reserves the right to deduct points from applications for the following reasons:

1. Activities that compromise victim safety and recovery and undermine offender accountability (deduct up to 50 points).
2. Out-of-scope and unallowable activities (deduct up to 50 points).
3. Past performance (deduct up to 25 points).
4. Formatting and Technical Requirements (deduct up to 5 points).

An application that is substantially out-of-scope, proposes a substantial number of activities that are unallowable, or proposes activities that pose a significant threat to victim safety or a serious breach of confidentiality will not be considered for funding. **An applicant with considerable past performance issues may receive a deduction in points as listed above or be removed from consideration regardless of the application's peer review score.**

Past Performance Review

As a part of the programmatic review process described above, applicants with current or recently closed OVW awards under this program will be reviewed for past performance and risk based on the elements listed below.

1. Adherence to the grant program's statutory purposes and requirements.
2. Implementation of the project according to plan, without significant obstacles and/or challenges.
3. Implementation of the project within the original period of performance.
4. Drawdown of funds commensurate with the level of program activities completed.
5. Management of award such that applicant has had uninterrupted access to funds.
6. Attendance at/participation in all required OVW-sponsored training and technical assistance events.
7. Timely resolution of issues identified during programmatic monitoring.
8. Completion of close-out of prior awards within 120 days of the project end date.
9. Timely resolution of issues necessary to close out prior awards.
10. Timely resolution of issues identified during financial monitoring.
11. Timely response to OVW requests.
12. Development of deliverables that support the project goals and objectives and are of acceptable quality.
13. Implementation of the project as designed without unjustified modification.
14. Timely submission of federal financial reports (FFR).
15. Timely submission of performance reports.
16. Submission of complete and accurate performance reports.
17. Adherence to the terms and conditions of existing grant award(s) from OVW.

Prior to making an award, OVW is required to review and consider any information about applicants included in the designated integrity and performance system accessible through SAM. Applicants may review and comment on information about themselves that another federal awarding agency has previously entered. OVW will consider the applicant's comments as well as other information available in SAM in making its judgment about the risk posed by making an award to the applicant as described in 2 C.F.R. § 200.206.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the OVW Director, who also may consider factors including, but not limited to, reaching underserved populations, geographic diversity, OVW priorities, past performance, and available funding when making awards. All award decisions are final and not subject to appeal.

High-Risk Grantees

Based on DOJ's assessment of each grantee with regard to current or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance, a grantee may be designated "high-risk." Awards to high-risk grantees may carry special conditions such as increased monitoring and/or prohibitions on drawing down funds until certain requirements are met. High-risk grantees with substantial or persistent performance or compliance issues, long-standing open audits, or open criminal investigations may not be considered for funding.

Federal Award Administration Information

Federal Award Notices

Successful applicants will receive OVW award notifications electronically from JustGrants (not Grants.gov). Recipients will be required to log into JustGrants to review and accept the award. The Authorized Representative must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants.

Administrative, National Policy, and Other Legal Requirements

Information for All Federal Award Recipients

Applicants selected for awards must agree to comply with additional legal, administrative, and national policy requirements. OVW strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. This information can be found in the section of the [Solicitation Companion Guide](#) entitled “Post-Award Requirements for All Federal Award Recipients.”

[Terms and conditions](#) for OVW awards are available on the OVW website. These terms are subject to change prior to the issuance of the awards.

Violence Against Women Act Non-Discrimination Provision

The Violence Against Women Reauthorization Act prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary for the essential operation of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Additional information on the civil rights obligations of OVW funding recipients can be found in the [Solicitation Companion Guide](#) under “Civil Rights Compliance.”

Accessibility

Recipients of OVW funds must comply with applicable federal civil rights laws, which, among other things, prohibit discrimination on the basis of disability and national origin. Compliance with these laws includes taking reasonable steps to ensure that persons who are limited in their English proficiency have meaningful access to recipients’ programs and activities. Recipients are also responsible for ensuring that their programs and activities are readily accessible to people with disabilities, including those with physical or cognitive disabilities, as well as people who are Deaf or hard of hearing. OVW encourages applicants to go beyond minimum compliance with these requirements and allot sufficient resources to ensure programs and activities are accessible. More information on these obligations is available in the [Solicitation Companion Guide](#) under “Civil Rights Compliance.”

General Information about Post-Federal Award Reporting Requirements

OVW grantees are required to submit semi-annual performance reports and quarterly Federal Financial Reports (SF-425). Performance report forms will be provided to all award recipients. Forms will be submitted electronically. Future awards and fund drawdowns may be withheld if reports are delinquent. For more information on post award reporting requirements, including requirements for certain recipients to report information on civil, criminal, and administrative

proceedings in SAM, see the [Solicitation Companion Guide](#) and the award condition on recipient integrity and performance matters available on the [OVW website](#).

Federal Awarding Agency Contact(s)

For assistance with the requirements of this solicitation, contact the following:

- Programmatic questions, contact this program at 202-307-6026 or ovwconsolyouth@usdoj.gov and reference this solicitation.
- Financial questions, contact 888-514-8556 or ovw.gfmd@usdoj.gov
- Technical questions:
 - Grants.gov Applicant Support at 800-518-4726 or support@grants.gov
 - OVW JustGrants Support at 1-866-655-4482 or OVW.JustGrantsSupport@usdoj.gov

Other Information

Public Reporting Burden - Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OVW tries to create forms and instructions that are accurate, easily understood, and not unnecessarily burdensome. The estimated average time to complete and file this form is 30 hours. Comments regarding the accuracy of this estimate or suggestions for simplifying this form can be submitted to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, Washington, DC 20530.

Note: Any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.

Application Checklist

Applicants must submit a fully executed application to OVW, including all required supporting documentation. Prior to peer review, OVW will not contact applicants for missing items. If an applicant plans to submit an application under any other OVW grant program this fiscal year, it is the applicant's responsibility to ensure that only documents pertinent to this solicitation are included with this application. OVW will not redirect documents that are inadvertently submitted with the wrong application (e.g., a Rural Program letter submitted with a Transitional Housing Program application will not be transferred to the Rural application).

Application Document	Date Completed
1. Letter of Intent	
2. Application for Federal Assistance: SF-424	
3. Disclosure of Lobbying Activities (SF-LLL)	
4. Proposal Abstract	
5. Data Requested with Application: a) Pre-Award Risk Assessment b) Applicant Entity Questionnaire c) Summary Data Sheet	
6. Proposal Narrative: a) Purpose of the Proposal b) What Will Be Done c) Who Will Implement the Proposal	
7. Budget Worksheet and Budget Narrative (attachment)	
8. Indirect Cost Rate Agreement (if applicable)	
9. Applicant Financial Capability Questionnaire (if applicable)	
10. Disclosure of Process Related to Executive Compensation (if applicable)	
11. Memorandum of Understanding (MOU)	
12. Letter of Nonsupplanting	
Confidentiality Notice Form	
13. Summary of Other Federal Funding	
14. Delivery of Legal Assistance Certification Letter (if applicable)	

APPENDIX A

Budget Information and Sample Budget Narrative

Budget Information and Sample Budget Narrative

Budget Information

Cost information for selected items is provided below to assist applicants in preparing their budgets. Additional information is available in the [DOJ Financial Guide](#).

Consultants/Contracts

Compensation for services by an individual consultant must be reasonable and consistent with that paid for similar services in the marketplace. Applicants must consider the type of services provided and the individual's experience and expertise when deciding if a consultant's rate is reasonable. Applicants are strongly discouraged from requesting consultant rates over \$650 per day. Please note that the rate does not need to be as high as \$650 for all consultants. If a project is selected for funding with a budget allocating more than \$650 per day to a consultant, the applicant must provide additional information to OVW for review and approval before consultant costs are incurred. Applicants must also include all costs associated with consultants or contractors in the "Procurement Contracts" category, including travel-related costs. Applicants should not reflect these costs in the Personnel or Travel categories.

Applicants must follow the same established procurement policies with federal funds as with non-federal funds. All procurement transactions, including the awarding of consultant contracts, must be conducted in a manner that provides maximum open, free, and fair competition, and must follow 2 C.F.R. §§ 200.317-200.327. All sole-source procurements (not awarded competitively) over \$250,000 require prior approval from OVW. This applies to procurements of goods and services, but not to selection of subrecipients.

MOU Partner/Subrecipient versus Contractor Determination

Memorandum of Understanding (MOU) project partners are generally considered subrecipients for time spent working on program objectives. The following MOU project partner responsibilities are consistent with the characteristics in 2 C.F.R. § 200.331 that support their classification as subrecipients:

- they are using federal funds to carry out a program for a public purpose specified in the authorizing statute;
- they are responsible for adherence to program requirements;
- they are responsible for programmatic decision-making;
- their performance is measured by meeting program objectives; and
- in some cases, they may be responsible for determining who is eligible to receive assistance (services) under the grant award.

In contrast, a contractor:

- provides goods and services within normal business operations;
- provides similar good and services to many different purchasers;
- normally operates in a competitive environment;
- provides goods and services that are ancillary to the operation of the program; and
- provides goods or services to which programmatic requirements generally do not apply.

For additional information on determining subrecipient or contractor designation, please refer to [2 C.F.R. § 200.331](#), as well as the Solicitation Companion Guide, available at <https://www.justice.gov/ovw/resources-applicants>.

Compensation for Partners

In developing budgets, applicants should compensate all project partners for their participation in project-related activities, including but not limited to compensation for time and travel expenses to participate in project development, training, and implementation. The budget **must** include compensation for all services rendered by project partners, including nonprofit, nongovernmental domestic violence and/or sexual assault services programs, and state and tribal domestic violence and/or sexual assault coalitions. Partners are generally considered subrecipients and are reimbursed for their actual costs incurred for the project rather than on a fee for service basis. If a partner is a state or local governmental agency and the partnership duties are performed within the course of the agency's "regular" scope of work, applicants do not need to compensate the partner if the partner: a) offers this arrangement; and b) an explanation of this arrangement is included in the application (typically in the MOU).

Training and Technical Assistance/Travel

The program solicitation specifies the amount of grant funds that must be budgeted for training and technical assistance. These funds must **only** be used for OVW-designated technical assistance, unless otherwise approved by OVW. These funds are to be used to support travel by all project partners, including nonprofit, nongovernmental service providers, to technical assistance events. This may include travel by individuals whose positions are not grant-funded if their roles and responsibilities are linked to the purpose of the project. If the technical assistance funds will be shared between the applicant and any project partners, the applicant's employees' travel costs must be listed in the "Travel" category in the budget, and partners' travel must be in the "Subawards" category. Label both costs as "OVW Technical Assistance" and ensure they total to the full required amount. Do not include registration fees, as OVW technical assistance is free for grantees.

If applicants are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to attend, they can budget expenses over the required amount.

Rent

Rental costs are generally allowable under OVW programs. Applicants must list square footage and cost per square foot in the budget. The amount must be based on the space that will be allocated to implement the OVW project, not the costs of the entire rental facility. **Rental costs are not allowable for property owned by the applicant or if the applicant has a financial interest in the property.** In this case, only the costs of ownership, including maintenance costs, insurance, depreciation, utilities, etc., are allowable. The applicant must state in the budget narrative whether they own the space that will be rented. Refer to the following document for more information on how to appropriately allocate and break down the cost of rent in the budget: Cost Allocation Information, available at <https://www.justice.gov/ovw/resources-applicants>.

Audit Costs

Costs for audits not required or performed in accordance with 2 C.F.R. Part 200 Subpart F – Audit Requirements are unallowable. If the applicant agency did not meet the applicable expenditure threshold (see 2 C.F.R. § 200.501) during the organization's fiscal year, they may not charge the cost of any audit performed to the grant.

Indirect Costs

Applicants that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally approved indirect cost rate agreement and must upload and attach a copy of the agreement to their application in JustGrants. Applicants that do not

have a current negotiated (including provisional) indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). Organizations that wish to negotiate an indirect cost rate should contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 for more information. Applicants may also choose to waive indirect costs.

Purchase and/or Lease of Vehicles

The purchase and lease of vehicles are prohibited under most OVW grant programs. However, some programs allow for purchasing vehicles on a case-by-case basis. Refer to the program solicitation to determine whether vehicles can be purchased or leased. A lease/purchase analysis must be submitted with the application if requesting a vehicle.

Non-Federal contributions

Any non-federal contributions can be discussed in the Proposal Narrative or Memorandum of Understanding (if required). **Applicants should not include supplemental contributions in the budget, budget narrative, or SF-424.**

If the applicant voluntarily decides to provide matching funds through the use of in-kind contributions and includes this information in the budget or budget narrative, the voluntary contributions will become a mandatory requirement under the grant award. Grantees that fail to provide these mandatory matching funds through cash or in-kind contributions during the award period may be required to meet their obligation by making a cash payment to OVW to close out the grant award.

Cost Allocations

Costs for shared items, those not used solely for the award, should be equitably distributed to the funding sources that receive a benefit from the items. For example, when budgeting for general office supplies, it is important to note that the full cost cannot be allocated to the project. Instead, an allocation method should be used to share the cost among all staff who use the supplies. Refer to the following document for information on allocating shared costs in the budget: Cost Allocation Information, available at <https://www.justice.gov/ovw/resources-applicants>.

Accessibility

The program solicitation requires that the applicant include sufficient funds to provide language access or describe other resources available to the applicant to ensure meaningful access for persons with limited English proficiency, including by offering translation and interpretation services, and to provide access for people with disabilities or who are Deaf/hard of hearing.

Determining how much to budget for accessibility requires that recipients analyze the following:

- Available data about the local population to understand the language and accessibility needs in their service area;
- Historical data on screening and serving individuals who are LEP, Deaf or Hard of Hearing, or disabled; and
- Costs or documented estimates of language and other accessibility services and modifications in the service area. For resources and assistance in this process, visit <https://www.justice.gov/atj> and <https://www.lep.gov/>.

Recipients should make every effort to use these funds for their budgeted purpose of providing accessibility, and not reallocate them for other purposes later in the project.

Sample Budget Narrative

Purpose: The Sample Budget Narrative may be used to assist with preparing the budget and narrative. Applicants may use this form or the format of their choice (plain sheets, Excel document, the applicant's own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to the applicant's project may be deleted.

Note: The following budget is an example intended to assist applicants in preparing their budgets. The sample expenses may not fit the purposes or activities of this particular grant program.

A. Personnel – List each position by title and employee name, if available. Show the annual salary rate and the percentage of time devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Program Coordinator	\$65,000 x 50% x 3 years	\$97,500
Bilingual Shelter Manager	\$70,000 x 100% x 3 years	\$210,000
Administrative Assistant	\$45,000 x 10% x 3 years	\$13,500

Sample narrative: The Program Coordinator will dedicate 50% of their time to the project by coordinating and organizing regular council meetings between all partner organizations, ensuring compliance with program requirements, and serving as the central point of contact for all project activities.

The Bilingual Shelter Manager will dedicate 100% of their time to the project by providing direct client assistance, coordinating services and case management for clients, and managing the temporary shelter activities.

The Administrative Assistant for the project will spend 10% of their time on the project, providing administrative and clerical support for activities directly related to this project.

TOTAL PERSONNEL: \$ 321,000

B. Fringe Benefits – Fringe benefits must be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation, and Unemployment Compensation.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Program Coordinator		
Employer's FICA	\$97,500 x 7.65%	\$ 7,459
Health Insurance	\$4,800/year x 50% x 3 years	\$ 7,200

Worker's Compensation	\$97,500 x 1.00%	\$ 975
Unemployment Compensation	\$97,500 x 0.50%	\$ 488

Bilingual Shelter Manager

Employer's FICA	\$210,000 x 7.65%	\$16,065
Health Insurance	\$4,800/year x 100% x 3 years	\$14,400
Worker's Compensation	\$210,000 x 1.00%	\$ 2,100
Unemployment Compensation	\$210,000 x 0.50%	\$ 1,050

Administrative Assistant

Employer's FICA	\$ 13,500 x 7.65%	\$ 1,033
Health Insurance	\$4,800/year x 10% x 3 years	\$ 1,440
Worker's Compensation	\$ 13,500 x 1.00%	\$ 135
Unemployment Compensation	\$ 13,500 x 0.50%	\$ 68

Sample Narrative: We request fringe benefits for the Program Coordinator, Bilingual Shelter Manager, and Administrative Assistant. Each employee's share of Health Insurance cost is prorated based on their projected time on the project.

TOTAL FRINGE BENEFITS: \$ 52,413

C. Travel – Project staff travel expenses should be itemized by purpose (e.g., training, field interviews, advisory group meeting, etc.) and include the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X per diem). For training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of travel policies applied, either the applicant's policy or Federal Travel Regulations.

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
OVW-Mandated Training and Technical Assistance	TBD	TBD	TBD	\$12,000
Local Program Mileage	XYZ County		150 miles/month x \$0.655/mile x 36 months	\$ 3,537

Sample narrative: According to the requirements in the solicitation for this program, \$12,000 out of the total \$20,000 in OVW mandated technical assistance and training funds has been allocated to cover the travel cost for staff. The remaining amount of \$8,000 has been allocated for partner travel and can be found in Section G of this form. The exact locations of the trainings are currently unknown. However, travel estimates have been made using our formal written travel policy.

It is expected that the Program Coordinator will use a privately owned vehicle for local program mileage when traveling between the program shelter, main office, and all partner organizations. The rate for mileage reimbursement is calculated based on the current GSA Mileage

Reimbursement Rate of \$0.655/mile and is estimated to be around 150 miles per month for a period of 36 months.

TOTAL TRAVEL: \$ 15,537

D. Equipment – List tangible personal property with a useful life of more than one year that needs to be purchased to support the project. It is important to follow the applicant's own capitalization policy for equipment classification. For high-cost items and information technology systems, applicants should perform an analysis (and attach it to the application) that compares the cost of purchasing versus leasing equipment items, to determine the most economical approach. Rented or leased equipment items should be listed in the "Procurement Contracts" category. Describe in the narrative how the equipment is necessary for the success of the project.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
(2) Video Cameras	\$1,500/camera x 2 cameras	\$ 3,000

Sample narrative: The portable video cameras and tripod package will be used during the interviews of alleged offenders, as well as to record witness testimony in preparation for trial in cases of domestic violence, dating violence, sexual assault, and stalking. Our capitalization threshold is \$1,000, so these items are classified as Equipment.

TOTAL EQUIPMENT: \$ 3,000

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, thumb drives, and flash drives) and show the basis for computation. Generally, supplies include any expendable or consumable materials that are used during the project period that are not equipment.

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
Office Supplies (paper, printer, toner, pens, etc.)	\$250/month x 53% x 36 months	\$4,770
Postage	\$ 100/month x 53% x 36 months	\$1,908
Program Supplies	\$ 50/month x 36 months	\$1,800
75 Client Assistance Kits	\$ 25/kit x 75 kits	\$1,875

Sample narrative: Office supplies and postage are needed for the general operation of the program and are shared amongst all office staff. The FTE allocation rate for shared costs incurred by all staff in this budget is 53% (based on total FTEs in the office is 3FTEs, and total FTEs in this budget is 1.6FTEs, so $1.6 / 3 = 0.53$, or 53%). Monthly costs for Office Supplies at \$250/month and Postage at \$100/month are estimated based on historical data. Charges to the grant will be based on the actual supplies purchased and actual percentage of staff time worked on the project (not budgeted amounts).

Program Supplies are estimated at a cost of \$50/month, based on historical data. The program supplies will be used for direct program activities such as art supplies and educational handouts/brochures for healing circles and group meetings for survivors.

The Client Assistance Kits will be provided to clients who receive services for domestic violence, dating violence, sexual assault, and stalking. These kits will contain toiletries and other personal hygiene products. We estimate the need for 75 kits, and the cost is based on similar kits provided by other programs.

TOTAL SUPPLIES: \$10,353

F. Construction – As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with OVW before budgeting funds in this category.

<u>Purpose</u>	<u>Description of Work</u>	<u>Cost</u>
TOTAL CONSTRUCTION:		<u>\$ 0</u>

G. Subawards (subgrants): Describe project activities for which subrecipients/MOU partners will receive compensation under the award, including services for clients. Include any compensation for partner/subrecipient travel in this section as well.

<u>Subrecipient Name</u>	<u>Computation</u>	<u>Cost</u>
XYZ Survivor Services Organization		
Advocate	\$40,000 per year x .25 FTE x 3 years	\$30,000
Advocate	Benefits x 28% of FTE salary	\$ 8,400
OVW-Mandated Training and Technical Assistance	Location and cost TBD	\$ 4,000
Subtotal XYZ Survivor Services Organization Subaward		\$42,400

Sample narrative: The MOU partner XYZ Survivor Services Organization will offer advocacy services, such as safety planning and court accompaniment services. To cover the cost of travel for their staff, \$4,000 of the required \$20,000 in OVW mandated technical assistance and training funds has been allocated, in line with the budget requirements set forth in the solicitation. However, the training session locations are currently unknown. Travel estimates are based on the subrecipient's formal written travel policy.

123 Housing Provider		
Permanent housing advocate	\$40,000 per year x .10 FTE x 3 years	\$12,000
Permanent housing advocate	Benefits x 28% of FTE salary	\$ 3,360
Rent subsidies	\$150/month x 36 months x 15 clients/families	\$81,000
OVW-Mandated Training and Technical Assistance	Location and cost TBD	\$ 4,000
Subtotal 123 Housing Provider Subaward		\$100,360

Sample narrative: The MOU partner, 123 Housing Provider, will provide rent subsidies for clients and their dependents, permanent housing placement services, and advocacy. The rent subsidy rates are based on our experience with available community housing. Out of the required \$20,000 for OVW mandated technical assistance and training funds, \$4,000 has been allocated to cover the cost of travel for partner staff. Travel estimates are based on the subrecipient's formal written travel policy and training locations are currently unknown.

TOTAL SUBAWARDS: \$142,760

H: Procurement Contracts – Applicants should follow their documented procurement procedures that comply with the procurement standards in the Uniform Guidance at 2 C.F.R. §§ 200.317-200.327 or the Federal Acquisition Regulation.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. The actual rate for each consultant should be evaluated on a case-by-case basis, consistent with fair market value, and equal to the individual's experience, education, and compensation they receive for providing similar services in the marketplace. Consultant fees over \$650 per day (for an 8-hour day) or \$81.25 per hour require additional justification and prior approval from OVW.

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Consultant/Trainer	Sexual Assault Training	\$575/day x 3 days	\$ 1,725

Sample narrative: A Consultant/Trainer will provide a three-day on-site training (at 8 hours per day) on sexual assault and related issues to law enforcement, prosecution, court personnel, and medical and social services personnel. The training will focus on addressing cultural needs of clients who experience sexual assault, domestic violence, dating violence, and stalking.

Subtotal Consultant Fees: \$ 1,725

Consultant Travel: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging etc.).

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Delivery of Sexual Assault Training	Town of XYZ	Airfare	\$500 (avg.) x 1 person x 1 trip	\$ 500
		Lodging	\$ 75 (avg.)/night x 2 nights	\$ 150
		Per diem	\$ 45 (avg.)/day x 3 days	\$ 135

Subtotal Consultant Travel: \$ 785

Sample narrative: Funds are allocated to pay for the Consultant/Trainer to travel to provide sexual assault training.

Subtotal Consultants: \$ 2,510

Contracts: Provide a clear description of the product or services that will be acquired through the contract, along with an estimated cost. All procurement transactions must be conducted in a

manner that ensures full and open competition and adheres to the standards in 2 C.F.R. §§ 200.317-200.327. A separate justification must be provided for sole source (non-competitive) contracts in excess of \$250,000.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Therapist	\$85/hr. x 10 hrs./month x 36 months	\$30,600
Cell Phone Service	\$75/month x 36 months	\$ 2,700
Copier and Printer Lease	\$262/month x 53% x 36 months	\$ 5,000
Telephonic Interpretation	\$3.95/min. x 300 min. x 3 years	\$3,555
In-person Interpreter – Spanish	\$100/hour x 20 hours x 3 years	\$6,000
In-person Interpreter – non-Spanish	\$125/hour x 10 hours x 3 years	\$3,750
Translation – Spanish	\$25/page x 20 pages x 3 years	\$1,500
Translation – non-Spanish	\$25/page x 14 pages x 3 years	\$1,050
Sign Language Interpretation	\$95/hour x 20 hours x 3 years	\$5,700
CART Services	\$65/hour x 8 hours x 3 years	\$1,560
Subtotal Contracts:		<u>\$ 61,415</u>

Sample narrative: The Therapist will be compensated at a rate of \$85/hour, consistent with the therapist's normal rate for providing this service in the marketplace. This contracted position will provide individual counseling sessions to clients on an as-needed basis and facilitate the group healing sessions once per week for 2 hours. A total of 10 hours of service per month is estimated.

The Bilingual Shelter Manager will need a cell phone to ensure 24 hours/day communication to provide emergency services and transportation to clients. This position is funded 100% through the application, therefore 100% of this cost is budgeted.

Equipment to be rented and/or leased includes the copier and printer. The copier and printer costs are estimated based on historical costs and allocated using an FTE allocation method (see allocation breakdown in Supplies Category).

The most common language in the local service area is Spanish, followed by Mandarin Chinese and Tagalog. Spanish language interpreters in applicant's area charge approximately \$100 per hour, and Mandarin and Tagalog interpreters charge approximately \$125 per hour. We estimate the number of hours of interpretation based on previous years plus an anticipated 10% increase during the project period. (We also employ a Spanish-English bilingual Shelter Manager, who assists with Spanish language interpretation.)

Translations in our service area cost approximately \$25 per page. We plan to have the following documents translated into Spanish during the project period: intake form (3 pages), confidentiality policy (1 page), house rules (2 pages), non-discrimination notice and complaint forms (3 pages), pamphlet on domestic violence (5 pages), pamphlet on sexual assault (5

pages), Power and Control Wheel (1 page). We plan to have the following documents translated into Mandarin and Tagalog: intake form (3 pages X 2), confidentiality policy (1 page X 2), non-discrimination notice and complaint forms (3 pages X 2).

Qualified sign language interpreters charge approximately \$95 per hour, and we anticipate using interpreters approximately 20 hours per year, based on past use and allowing for a 5% increase in usage over past years. We will host 1 day-long training session each year and anticipate providing Communication Access Realtime Translation services at each session.

TOTAL PROCUREMENT CONTRACTS: \$ 63,925

I. Other Costs – List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by each type of cost and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Bus Vouchers	\$15/client x 10/month x 36 months	\$ 5,400
Crisis Hotline	\$ 75/month x 36 months	\$ 2,700
Rent	\$1.50/sq. foot x 1,000 sq. feet x 36 months	\$54,000
Utilities	\$200/month x 36 months	\$ 7,200
Housing Assistance	\$500/family x 12 families/year x 3 years	\$18,000

Sample narrative: Bus Vouchers are estimated at a cost of \$15 per client to attend therapy or group healing sessions and we project distributing 10 per month on an as-needed basis. Vouchers are kept in a locked safe, inventoried by the Program Coordinator, and require a signature for distribution by the Shelter Manager.

Clients in remote areas often lack access to long-distance service providers, and contacting the program office can be a long-distance call for many of them. The project will maintain an 800 hotline for clients, which will be staffed daily by volunteers. The cost budgeted is for the fee associate with the use of the 800 number.

The Client Services Program rents a safe house located within the community. The house is used to provide temporary housing to clients who experience domestic violence and their minor children. The rent is consistent with the fair market rate for similar properties in the local community. This is a direct cost to the program and is used solely for the purpose of this program, therefore the cost is not allocated.

The cost of utilities (i.e., gas, electric, and water service) for the Client Services Program safe house averages \$200/month. The services are necessary to ensure that the house is suitable for occupancy. This is a direct cost to the program and is used solely for the purpose of this program, therefore the cost is not allocated.

Funds have been budgeted to provide monthly housing assistance to at least one client who experienced domestic violence, dating violence, sexual assault, or stalking. Each client and dependents will receive up to \$500 to assist with rent and utility payments. Housing assistance will not be used to pay for delinquent or past due utility or rental costs.

Funds for Language Line Solutions (LLS) for telephonic interpreting at a rate of \$3.95 per minute are budgeted. In recent years, we have used LLS between 225 and 275 minutes per year, and we anticipate a 10% increase in usage based on recent trends.

TOTAL OTHER COSTS: **\$ 87,300**

J. Indirect Costs – Indirect costs are allowed if the applicant has a federally approved indirect cost rate. A copy of the rate approval (a fully executed, negotiated agreement) must be submitted with the application. If the applicant does not have an approved rate, they may request one from their cognizant federal agency or choose to charge a de minimis rate of 10% of modified total direct costs (MTDC) in accordance with 2 C.F.R. 200.414(f). If the applicant's accounting system allows for it, costs may be allocated in the direct cost categories.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
32% of Direct Salaries (Excluding Fringe Benefits)	\$321,000 x 32%	\$102,720

TOTAL INDIRECT COSTS: **\$ 102,720**

Sample narrative: The Indirect Cost Rate Agreement was approved by the Department of Health and Human Services, the applicant's cognizant federal agency on January 1, 2023. (A copy of the fully executed, negotiated agreement that covers the current period is attached).

Budget Summary – Upon completion of the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of federal funds requested and the amount of non-federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$ 321,000
B. Fringe Benefits	\$ 52,413
C. Travel	\$ 15,537
D. Equipment	\$ 3,000
E. Supplies	\$ 10,353
F. Construction	\$ 0
G. Subawards.	\$ 142,760
H. Procurement Contracts	\$ 63,925

I. Other Costs	\$ 87,300
Total Direct Costs	\$ 694,113
J. Indirect Costs	\$ 102,720
TOTAL PROJECT COSTS	<u>\$ 796,833</u>
Federal Share Requested	\$ 796,833
Non-Federal (Match) Amount	\$ 0

Appendix B

Pre-Award Risk Assessment

Pre-Award Risk Assessment

Each applicant must respond to each question. **Do not submit responses from a prior fiscal year without updating them to be responsive to all questions listed in the questionnaire.** This information will be used for a mandatory pre-award risk assessment. Failure to provide this information or to respond to questions from OVW regarding this information in a timely manner could result in the application being removed from consideration or a delay in access to funds. Provide complete responses that address all questions included for each numbered item.

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for separately and distinctly from other sources of revenue/funding? Provide a brief description of the applicant's policies and procedures that ensure funds will be tracked appropriately.
2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Provide a brief list of the topics covered in the applicant's policies and procedures. OVW may request a copy for review during the application/award process or as part of the grant monitoring process.
3. Is the applicant's financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant? Provide a brief summary of the organization's process for tracking expenditures, including tracking budgeted versus actual amounts.
4. Does the applicant have procedures in place for minimizing the time between transfer of funds from the United States Treasury and disbursement for project activities? Provide a short summary of the applicant's policy for requesting payments for grant awards.
5. Does the applicant have effective internal controls in place to ensure that federal funds are used solely for authorized purposes? Provide a brief description of the applicant's internal controls that will provide reasonable assurance that the award funds will be managed properly.
6. Does the applicant have a documented records retention policy? If so, briefly describe the policy and confirm that the policy complies with federal regulations. Information on Record Retention and Access can be found at 2 C.F.R. 200.334-200.338.
7. Does the applicant or any of its employees have any potential personal or organizational conflicts of interest related to the possible receipt of OVW award funds? Applicants are required to disclose in writing any potential conflicts of interest to their awarding agency. See 2 C.F.R. 200.112 and Chapter 3.20, Grant Fraud, Waste and Abuse, of the [DOJ Financial Guide](#) for additional information.
8. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)? Provide a short list of the individual's qualifications/experience. If the individual is not familiar with the applicable rules and regulations, the applicant must contact OVW's Grants Financial Management

Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 immediately after the applicant is notified of its award to coordinate training.

9. Does the applicant have policies and procedures in place to manage subawards and monitor activities of subrecipients as necessary to ensure that subawards are used for authorized purposes, in compliance with laws, regulations, and terms and conditions of the award, and that established subaward performance goals are achieved (2 C.F.R. 200.331-200.333)? Provide a brief description of the organization's policies and procedures on subrecipient management and monitoring.
10. Does the applicant currently require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives in order to support the distribution of employees' salaries among federal awards or other activities (2 C.F.R. 200.430)? Budget estimates do not qualify as support for charges to federal awards. Provide a brief description of the organization's established timekeeping policies and procedures.
11. Is the applicant designated as high risk by a federal agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant entity's past performance, or other programmatic or financial concerns with the applicant entity.) If so, provide the names(s) of the federal awarding agency, the date(s) the agency notified the applicant entity of the high risk designation, contact information for the high risk point of contact at the federal agency, and the reason for the high risk status, as set out by the federal agency.

Appendix C

Applicant Entity Questionnaire

Applicant Entity Questionnaire

Note: Applicants must complete this questionnaire in JustGrants. The questions listed below are for reference only.

The Applicant Entity Questionnaire is required for every applicant for OVW funding and therefore includes questions that may not be obviously relevant or specifically focused on a particular grant program. Applicants should provide the most accurate answers and may respond “Yes” to more than one question or “No” to all questions. These questions help OVW understand the organizations that are applying for funding, but the answers do not influence funding decisions.

1. Is the applicant a **sexual assault victim service provider**, defined as a victim service provider for which the primary purpose of the organization is to provide intervention and related assistance to victims of sexual assault without regard to their age (see 34 U.S.C. 12291(a)(50) & 12511(b))?
2. Is the applicant a federally recognized tribe (see 34 U.S.C. 12291(a)(22))?
3. Is the applicant a tribal organization as defined by 34 U.S.C. 12291(a)(45)?

Note: 34 U.S.C. 12291(a)(45) defines a tribal organization in three ways:

- the governing body of an Indian tribe;
 - any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body of a tribe or tribes to be served, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities; or
 - any tribal nonprofit organization (defined by 34 U.S.C. 12291(a)(44) as a victim services provider that has as its primary purpose to assist Native victims of domestic violence, dating violence, sexual assault, or stalking and that has staff and leadership with a demonstrated history of assisting American Indian or Alaska Native victims of domestic violence, dating violence, sexual assault, or stalking).
4. Does the applicant primarily focus on a rural area or community as defined by 34 U.S.C. 12291(a)(32)?

Note: Applicants can enter their address or zip code into the following tool to determine if their area or community is rural: <https://data.hrsa.gov/tools/rural-health>.

5. Is the applicant a **faith-based organization**?
6. Is the applicant a **culturally-specific organization**, defined as a private nonprofit/tribal organization for which the primary purpose of the organization as a whole is to provide culturally specific services to American Indians (including Alaska Natives, Eskimos, and Aleuts), Asian Americans, Native Hawaiians and other Pacific Islanders, Blacks, or Hispanics (see 34 U.S.C. 20421(c) and 12291(a)(8)-(9); 42 U.S.C. 300u-6(g))?

If yes, are the services of the applicant entity *primarily* directed toward serving:

- ☐ Hispanics or Latinos
- ☐ Black or African Americans
- ☐ American Indians
- ☐ Alaska Natives
- ☐ Asian Americans
- ☐ Native Hawaiians
- ☐ Other Pacific Islanders

7. Is the applicant a **population specific organization**, defined by 34 U.S.C. 12291(a)(26) as a nonprofit, nongovernmental organization that primarily serves members of a specific underserved population and has demonstrated experience and expertise providing targeted services to members of the **specific underserved population**?

Underserved population (defined by 34 U.S.C. 12291(a)(46)) means a population who faces barriers in accessing and using victim services, including populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, and populations underserved because of special needs (such as language barriers, disabilities, immigration status, or age).

If yes, is the applicant entity designed *primarily* to serve a population underserved because of:

- ☐ Rural location
- ☐ Sexual orientation/gender identity
- ☐ Religion
- ☐ Race
- ☐ Ethnicity
- ☐ Language barriers
- ☐ Disabilities
- ☐ Immigration status
- ☐ Age

Appendix D

Summary Data Sheet

Summary Data Sheet

The Summary Data Sheet questionnaire must be completed and submitted to apply for this program.

- 1) Provide the following information for the grant point-of-contact. This person must be an employee of the applicant.
 - a. Name
 - b. Title
 - c. Address
 - d. Telephone number
 - e. Email address
- 2) Is the applicant (the organization whose unique entity identifier is being used for the application) serving as a fiscal agent? A fiscal agent is an entity that does not participate in implementation of the project and passes **all** funds through to subrecipients, conducting minimal administrative activities. **Note: The fiscal agent must be an eligible applicant for the program.**
- 3) Has the applicant expended \$750,000 or more in federal funds in the applicant's past fiscal year?
- 4) Is the applicant a nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code?
- 5) Is the applicant a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable? For additional information about the safe-harbor procedure, see Disclosure of Process Related to Executive Compensation in the Budget and Associated Documentation section of this solicitation.
- 6) Identify the percentage of grant activities, should the application be funded, that will address each of the following issues (the total percentages should not exceed 100).
 - a. Domestic Violence
 - b. Dating Violence
 - c. Sexual Assault
 - d. Stalking
 - e. Sex Trafficking
- 7) Does the applicant propose to address the OVW Priority Area: Advance equity and tribal sovereignty as essential components of ending sexual assault, domestic violence, dating violence, and stalking by improving outreach, services, civil and criminal justice responses, prevention, and support for survivors from historically marginalized and underserved communities, particularly those facing disproportionate rates or impacts of violence and multiple barriers to services, justice, and safety?
- 8) Does the applicant propose to address the OVW Priority Area: Expand economic justice and financial advocacy for survivors of sexual assault, domestic violence, dating violence, and stalking, including as a tool for violence prevention?

- 9) Is the applicant a partner/subrecipient on a current grant for the Engaging Men or the Children and Youth grant program?
- 10) Is the applicant a partner/subrecipient on a pending application for the Engaging Men or the Children and Youth grant program?
- 11) Are any proposed partner(s)/subrecipient(s) on this application also a recipient, or partner/subrecipient, on a current grant or another pending application for the Engaging Men or the Children and Youth grant program?
- 12) Identify applicant type (i.e., agency of a unit of local government, nonprofit or nongovernmental entity, tribal government, tribal organization, unit of local government).
- 13) Name the county, city, community, or geographic area where the project will be implemented.
- 14) Which role is the lead applicant serving in (e.g., victim service provider or community-based organization)? List the required partner(s) and role in which they are serving.

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE US DEPARTMENT OF JUSTICE'S COPS HIRING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the US Department of Justice offers a grant program for municipalities to partially fund new Police Officers for a three-year period; and

WHEREAS, the Department of Justice COPS Hiring Program (CHP) provides One Hundred Twenty-Five Thousand (\$125,000.00) over a three-year period to cover up to seventy-five percent (75%) of a new officer's compensation, including benefits, or on average approximately Forty-Two Thousand Dollars (\$42,000.00) per officer per year; and

WHEREAS, a new Opa-Locka officer will receive annual compensation, including benefits, of approximately Eighty-Eight Thousand Dollars (\$88,000.00) in Fiscal Year 2024-2025, of which approximately forty-eight percent (48%) could be covered under this program; and

WHEREAS, the City Manager's recommendation is based on analysis that the City of Opa-Locka will benefit greatly from submitting a grant application for two new officers under this program, for an annual subsidy of Eighty-Four Thousand Dollars (\$84,000.00). After three years the annual subsidy would terminate, but the City Manager's belief is that the Fiscal Year 2027-2028 General Fund revenue will be able to accommodate this additional expense; and

WHEREAS, total expense for a new officer is in the range of One Hundred Ten Thousand Dollars (\$110,000.00) per year, including compensation and ancillary expenses associated with a vehicle and other miscellaneous lesser expenses. With an approximate annual subsidy of Forty-Two Thousand Dollars (\$42,000.00), the City would incur an expense of approximately \$68,000 for each officer or \$136,000 for two officers annually; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to submit an application for the Department of Justice's COPS Grant.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTION. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the City Manager to submit an application for the Department of Justice's COPS Grant.

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:	 DocuSigned by:	
City Manager:	Darvin E. Williams		CM Signature:	 04660761E8DE402...	
Commission Meeting Date:	May 22, 2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. Of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to submit an application for the Department of Justice's COPS Grant.

Staff Summary:

Issue / Recommendation: The Department of Justice offers a grant program for municipalities to partially fund new Police Officers for a three-year period. Staff recommends the City apply for two new Police Officers under this program.

Current Activity: The Department of Justice COPS Hiring Program (CHP) provides \$125,000 over a three-year period to cover up to 75% of a new officer's compensation, including benefits, or on average approximately \$42,000 per officer per year. A new Opa-locka officer will receive annual compensation, including benefits, of approximately \$88,000.in FY 25, of which approximately 48% could be covered under this program. Staff believes the City would benefit greatly by submitting a

grant application for two new officers under this program, for an annual subsidy of \$84,000. After three years the annual subsidy would terminate, but it's believed that the FY 28 General Fund revenue will have grown enough by then to accommodate this additional expense.

Financial Impact: Total expense for a new officer is in the range of \$110,000 per year, including compensation and ancillary expenses associated with a vehicle and other miscellaneous lesser expenses. With an approximate annual subsidy of \$42,000, the City would incur an expense of approximately \$68,000 for each officer or \$136,000 for two officers annually.

Proposed Action:

Staff recommends that the City Commission approve the submission of grant application for two new Police officers under the Department of Justice COPS Hiring Program.

Attachment:

1. COPS Hiring Program Announcement

COPS Hiring Program (CHP)

COPS is competitive grant program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of the CHP program awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply.

Application Deadline:	June 6 (Pre-App Due), June 12, 2024 (Full App)
Contribution Match:	25%
Total Funding (Florida):	TBD
Maximum Grant Amount:	See below

CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

***Grant Period:** 10/1/21 through 9/30/2026

Length of award: The award period of performance is five years (60 months) to allow time for recruitment and hiring.

ORDINANCE NO. 24-XXXXXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL / DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Castle Opa, LLC intends to construct two commercial buildings, with a showroom and storage area with office and retail space and appropriate parking spaces and landscaping in accordance with the City of Opa-Locka's Land Development Regulations; and

WHEREAS, the applicant, Castle Opa, LLC has submitted a request for comprehensive plan amendment, small scale review to change the Future Land Use Map on approximately 7.58 acres of land located at 1700 Service Road as required by Section 22-51 of the Land Development Regulations, said lands being more particularly described in the attached Exhibit "A"; and

WHEREAS, the Local Planning Agency for the City of Opa-Locka has reviewed the application of Castle Opa, LLC, at a duly noticed public hearing held on March 5, 2024, and the Planning & Zoning Board, sitting as the Local Planning Agency has made a recommendation to approve or deny the amendment to the City's Comprehensive Plan Future Land Use Map to change the designation from Low Moderate Density Residential to Industrial; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on March 5, 2024 and recommended denial of this request for comprehensive plan amendment, small scale to change of the Future Land Use designation from Low Moderate Density Residential (LMDR) to Industrial(I); and

WHEREAS, in the exercise of its authority pursuant to Sections 163.3187 and 163.3184, of the Florida Statutes, the City Commission has determined that it is necessary and desirable to amend or not to amend the City's Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from the Low

Moderate Density Residential (LMDR) designation to the Industrial (I) future land use category as shown on the attached Exhibit "B" Attached hereto; and

WHEREAS, the City of Opa-Locka has considered the amendment to the Future Land Use Map for the property located at 1700 Service Road, City of Opa-Locka, Florida and made a determination that amending / not amending the City's Comprehensive Plan Future Land Use Map is appropriate or is appropriate / not appropriate; for the approval / denial of this amendment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. HEARINGS.

Recommendation. The Planning & Zoning Board of the City of Opa-Locka, Florida considered the request of Castle Opa, LLC, and held a public hearing on the matter on March 5, 2024, and made a recommendation to DENY amendment to the Future Land Use Plan Map, on approximately 7.58 acres of land located at 1700 Service Road identified by folios 08-2122-005-2170, to not change the land use designation from Low Moderate Density Residential Designation to Industrial (I) Designation.

SECTION 3. CITY COMMISSION.

The City Commission for the City of Opa-Locka has determined that the Comprehensive Plan designation of Low Moderate Density Residential (LMDR) or Industrial (I) as shown in the proposed City Comprehensive Plan Future Land Use Map attached hereto as Exhibit "B", is /is not the most appropriate comprehensive plan designation for the affected property.

SECTION 4. CONFLICT & REPEALER.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 5. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk..

SECTION 7. INCLUSION IN CODE.

It is the intention of the City Commission of the City of Opa-Locka that the provisions, if approved, of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED First Reading on this _____ day of ____ 2024.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Taylor		



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:	 DocuSigned by: C46C07C1E8DE492	
City Manager:	Darvin E. Williams		CM Signature	 C46C07C1E8DE492	
Commission Meeting Date:	April 24, 2024		Item Type:	Resolution	Ordinance
			(Enter X in box)		X
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
				X	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
				X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OR DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, Castle Opa, LLC intends to construct two commercial buildings, with a showroom and storage area with office and retail space and appropriate parking spaces and landscaping in accordance with the City of Opa-Locka's Land Development Regulations. The applicant, Castle Opa, LLC has submitted a request for a comprehensive plan amendment, (small scale review) to

change the Future Land Use Map on approximately the 7.58 acres of land located at 1700 Service Road as required by Section 22-51 of the Land Development Regulations, said lands being more particularly described in the attached Exhibit "A" from Low Moderate Density Residential to Industrial to permit the proposed industrial development.

The City of Opa-Locka the Planning and Zoning Board, has reviewed the application of Castle Opa, LLC, at a duly noticed public hearing held on March 19, 2024, and the Planning & Zoning Board, sitting as the Local Planning Agency has made a recommendation to deny the request for a Comprehensive Plan small scale amendment to the Future Land Use Map and not to change the designation from Low Moderate Density Residential (LMDR) to Industrial (I). In accordance with the Land Development Regulations, Section 22-49 G, concerning procedures on matters considered by the City Commission from acts of the Planning & Zoning Board, all recommendations, and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with the notice requirements.

In the exercise of its authority pursuant to Sections 163.3187 and 163.3184, of the Florida Statutes, the City Commission has determined that it is empowered to amend or not to amend the City's Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from the Low Moderate Density Residential (LMDR) designation to the Industrial (I) future land use category as shown on the attached Exhibit "B" Attached hereto.

The City Commission has considered the amendment to the Future Land Use Map for the property located at 1700 Service Road, City of Opa-Locka, Florida and made a determination that amending or not amending the City's Comprehensive Plan Future Land Use Map is appropriate or is not appropriate; the approval or denial of this amendment will promote, protect and improve the general health, safety, appearance and general welfare of the public, and will help accomplish the goals and objectives of the City's Comprehensive Plan.

Financial Impact

Account	Description	Available	Project	Remaining Balance

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends denial of this Land Use Amendment.

Attachment:

- Draft Ordinance
- PZAB Land Use Application Package
- Site Plan
- Mail Out
- PZAB Meeting Minutes-3-19-24

Received:
By:
Date:

" THE GREAT CITY "



PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2022-2023

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2020-2021 Meeting Dates
1st Tuesday of Each Month

Date Application Found Sufficient

October 4, 2022
November 8, 2022
December 6, 2022
January 3, 2023
February 7, 2023
March 7, 2023
April 4, 2023
May 2, 2023
June 6, 2023
July 11, 2023
August 1, 2023
September 5, 2023

August 19, 2022
September 16, 2022
October 14, 2022
November 18, 2022
December 16, 2022
January 13, 2023
February 18, 2023
March 17, 2023
April 14, 2023
May 19, 2023
June 16, 2023
July 21, 2023

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Castle Opa LLC

PROPERTY OWNER'S ADDRESS: 11900 Biscayne Blvd., Ste 262, North Miami, FL 33181

Number/Street City State/Zip Code

APPLICANT'S NAME: Hope W. Calhoun, Esq.

APPLICANT'S ADDRESS: 14 SE 4th Street, Suite 36, Boca Raton, FL 33432

Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 561-405-3324 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 1700 Service Road

Number/Street

TAX FOLIO NUMBER: 08-2122-005-2170 PRESENT ZONING: R-TH (Residential Townhouse District)

LEGAL DESCRIPTION: 22 52 41 7 58 AC MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLKS 346 & 347-BEG AT NW COR OF BLK 346 S559.46FT SELY ALG S/L BLK 346 FOR 152 25FTNELY 399.88FTN 640.43FTNWLY ARC DIST 52.49FT TH SWLY TO POB LOT SIZE IRREGULAR OR 20964-4155 1202 3

Please check specific request:

☐ Tentative Plat

☐ Final Plat

☒ Comprehensive Plan Amendment: ☒ Small Scale; ☐ Large Scale (please specify type of amendment below)

☐ Rezoning

☐ Drainage Plan

☐ Fill Permit Request

☐ Preliminary Site Plan Review

☐ Final Site Plan Review

☐ Conditional Use Permit - No Plans

☐ Conditional Use Permit - With Plans

☐ Special Exception - No Plans

☐ Special Exception - With Plans

☐ Development Agreement

☐ Restrictive Covenant

☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Change from Townhouse to Industrial

Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31

Page 3 of 5

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D. & Incorporation Documents (Inc., LLC, ...)
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☒ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☒ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)
- ☒ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, ELLIOT STONE / castle Opa LLC, being first duly sworn, depose and say that I am the **OWNER** of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Elliott Stone
Signature

10/4/2023

Date

Sworn to and subscribed before me:

This 4 day of October 2023
M. Stigliano
Notary Public
Attach copy of identification



MAURICE J. STIGLIANO
Commission # HH 105062
Expires July 9, 2025
Bonded thru Budget Notary Services

My commission expires _____

Page 4 of 5

Received:
By:
Date:



PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, ELLIOT STONE Castle Opa LLC

being first duly sworn, depose and say that I am the owner of the property legally described as:

1700 SERVICE Rd OPA LOCKA, FL 33054
Folio # 08-2122-005-2170

MAGNOLIA GONS CONSOL PB 50-5 PT of BIKS 346 # 347
DEQ AT NW CORNER OF BIK 346 5559.40FT SECY ALG S/L BIK 346

I do give to Hope Calhoun + Nathanael Cohen + Robert Holland the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun / Nathanael Cohen to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

10/4/2023

Date

Sworn to and subscribed before me:

This 4 day of October, 2023

Notary Public



MAURICE J. STIGLIANO
Commission # HH 105062
Expires July 9, 2025
Bonded Thru Budget Notary Services

My commission expires:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: _____

22 52 41 7.58 AC
MAGNOLIA GDNS CONSOL PB 50-5
PT OF BLKS 346 &
347-BEG AT NW COR OF BLK 346
S559.48FT SELY ALG S/L BLK 346
FOR 152.25FT NELY 399.88FT IN
640.43FT NWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20964-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Juan Ramirez PHONE: (954)240-5470

ADDRESS (If different): 1800 Service Rd

Juan Ramirez

Signature

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION:

22 52 417.68 AC
MAGNOLIA GDNS CONSOL PB 50-5
PT OF BLKS 346 &
347-BEG AT NWCOR OF BLK 346
S659.48FT SELY ALG S/L BLK 346
FOR 152.25FT NELY 399.88FT N
640.43FT NELY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20984-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST ☒

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST ☐

PROPERTY OWNER'S NAME: RUSSELL RYALS PHONE: 305-9863761

ADDRESS (If different): 1841 Rutland STREET

Russell Ryals
Signature



**1700 Service Road
Future Land Use Amendment Narrative
October 10, 2023**

1700 Service Holdings, LLC (“Applicant”) is proposing to develop two buildings on the +/- 7.58 acre parcel located at 1700 Service Road (“Property”), owned by Castle Opa, LLC (“Owner”). The Property is generally located at the southeast corner of Service Road and NW 18th Avenue in the City of Opa-locka, Florida (“City”). Currently, the Property’s zoning designation is Residential Townhouse, R-TH, and the future land use designation is Low-Moderate Density Residential. Additionally, the Property is located within the Corridor Mixed Use Overlay. At this time, Applicant is seeking to redevelop the Property with a showroom and storage with ancillary office/retail space (“Project”). In order to develop the Property as proposed, Applicant is seeking a Future Land Use Map Amendment to change the Property’s land use designation to Industrial. In conjunction with the Future Land Use Map Amendment, Applicant is additionally requesting site plan approval and a rezoning to I-1.

Currently, the Property is vacant. Should Applicant’s Future Land Use Map Amendment request be approved, the Applicant intends to redevelop the parcel and construct two showrooms consisting of one (1) +/- 61,381 square foot building and one (1) +/- 60,608 square foot building. Included within these commercial buildings will be storage and office or retail space that will complement the proposed showroom use. The Project is located in an ideal location that allows the Project to emphasize the intent of the Corridor Mixed Use Overlay District (“CMU District”) by creating a mix of commercial and residential uses that is walkable and located in close proximity to local transit stops. By approving the Future Land Use Map Amendment so that the Applicant may provide the proposed use, the residents located south of State Road 9 will no longer need to cross a major roadway. They simply will need to walk or bike from their homes in order to get to the proposed showroom.

Received:
By:
Date:

Attach copy of identification



PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: 22 52 41 7.58 AC
MAGNOLIA GDNS CONSOL PB 50-5
PT OF BLKS 346 &
347-BEG AT NW COR OF BLK 346
S559.46FT SELY ALG S/L BLK 346
FOR 152.25FT NELY 399.88FT N
640.43FT NWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20964-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST ☒

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST ☐

PROPERTY OWNER'S NAME: RUSSELL RYALS PHONE: 305-9863766

ADDRESS (If different): 1841 Rutland Street


Signature

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: 22 52 41 7.58 AC
MAGNOLIA GDNS CONSOL PB 50-5
PT OF BLKS 346 &
347-BEG AT NW COR OF BLK 346
S559.46FT SELY ALG S/L BLK 346
FOR 152.25FT NELY 399.88FT N
640.43FT NWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20964-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Juan Ramirez PHONE: (954)240-5470

ADDRESS (If different): 1800 Service Rd

Juan Ramirez
Signature



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

Detail by Entity Name

Florida Limited Liability Company
CASTLE OPA LLC

Filing Information

Document Number L17000091713
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Principal Address

11900 BISCAYNE BLVD
SUITE 262
NORTH MIAMI, FL 33181

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NORTH MIAMI, FL 33181

Registered Agent Name & Address

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Name & Address

Title MGR

STONE, ELLIOT
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Annual Reports

Report Year	Filed Date
2021	03/02/2021
2022	03/15/2022
2023	03/21/2023

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Folio	Property Owner Name	Property Address	Property City	Property Zip Code	Mailing Address	Mailing City and State	Mailing Zip Code	Legal Description
08-2122-000-0040	STATE OF FLORIDA	Not Available	Opa-locka	33054-3643	605 SUWANNEE ST	TALLAHASSEE, FL	32399	22 52 41 13.80 AC M/L 100FT S A L R/W ACROSS SEC DESC BEG 2656.19FTS OF NW COR OF SEC 22 FOR POB TH N 60 DEG E 2981.88FT S 02 DEG E 111.90FT S 60 DEG W 1706.46FT SELY AD 433.15FT N 29 DEG W 40.10FT S 60 DEG W 844.77FT N 02 DEG W 111.90FT TO POB & BEG NE COR OF SEC 22 TH S 02 DEG E 40.19FT SWLY AD 336.77FT S 60 DEG W 2656.73 FT N 02 DEG W 111.90FT N 60 DEG E 2606.53FT NELY AD 245.65FT N 87 DEG E 121.99FT TO POB
08-2122-000-0300	FAY PLASNIE CORP TRS	Not Available	Opa-locka	33054-0000	610 NE 183 ST # 207	MIAMI, FL	33169	22 52 41 .14 AC NE50FT OF SW100FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W AKA L2 BLK 1 UNREC LOT SIZE 50.000 X 140 COC 24052-1387 11 2005 1

08-2122-000-0310	PALMETTO HOMES URBAN	Not Available	Opa-locka	33054-0000	4952 NW 7 AVE	MIAMI, FL	33127	22 52 41 .14 AC NE50FT OF SW150FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W LOT SIZE 50.000 X 140 COC 25548-2003 02 2007 1
08-2122-000-0320	LOU INVESTMENT GROUP CORP	1756 ALI BABA AVE	Opa-locka	33054-2834	1765 ALIBABA AVE 3	OPA LOCKA, FL	33054	22 52 41 .14 AC NE50FT OF SW200FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W LOT SIZE 50.000 X 140 COC 24663-0111 04 2006 1
08-2122-000-0330	TRUE SPIRIT OF CHRIST OUR	1752 ALI BABA AVE	Opa-locka	33054-2834	PO BOX 541676	OPA LOCKA, FL	33054	22 52 41 .286 AC M/L BEG 200FTNELY OF NE COR OF LOT 4 BLK 14 OF PB 40-80 CONT NELY50FT SELY125FT SWLY50FT NWLY125FT TO POB & NE 50FT OF SW 300FT OF N/2 OF NE1/4 OF NE1/4 BET ALI BABA AVE & SAF R/W AKA LOT 6 BLK 1 MAGNOLIA 3RD ADD U/R LOT SIZE 12500 SQ FT M/L

08-2122-000-0340	ACRE TRUST	1742 ALI BABA AVE	Opa-locka	33054-2834	20533 BISCAYNE BLVD #4118	AVENTURA, FL	33180	22 52 41 NE50FT OF SW350FT OF N1/2 OF NE 1/4 OF NE1/4 BET ALI BABA AVE & SAF R/W AKA LOT 7 BLK 1 MAGNOLIA 3RD ADD U/R LOT SIZE 50.000 X 140 OR 20315-3975 0302 1
08-2122-000-0350	NEIGHBORHOOD HOUSING LLC	1736 ALI BABA AVE	Opa-locka	33054-2834	490 OPA LOCKA BLVD #20	OPA LOCKA, FL	33054	22 52 41 .14 AC NE50FT OF SW400FT OF N1/2 OF NE1/4 OF NE1/4 BETW ALIBABA AVE & SAF R/W A/K/A LOT 8 BLK 1 MAGNOLIA SUB 3RD ADD UR LOT SIZE 50 X 140 COC 25589-4886 04 2007 3
08-2122-000-0360	SONLIGHT MISSIONARY BAPT CH	1732 ALI BABA AVE	Opa-locka	33054-2834	1732 ALI BABA AVE	OPA LOCKA, FL	33054-2834	22 52 41 .14 AC NE50FT OF SW450FT OF N1/2 OF NE1/4 OF NE1/4 BETW ALIBABA AVE & SAF R/W LOT SIZE 50.000 X 140 OR 12745-3181 1285 4
08-2122-000-0370	SONLIGHT MISSIONARY BAPT CH	Not Available	Opa-locka	33054-0000	1732 ALI BABA AVE	OPA LOCKA, FL	33054-2834	22 52 41 .14 AC NE50FT OF SW500FT OF N1/2 OF NE1/4 OF NE1/4 BETW ALIBABA AVE & SAF R/W LOT SIZE 50.000 X 140 OR 12812-2574 0386 6

08-2122-000-0380	MIAMI DADE COUNTY	1782 NW 151 ST	Opa-locka	33054-2877	111 NW 1ST ST STE 2460	MIAMI, FL	33128	22 52 41 .13 AC BEG AT X S/L NW 151 ST & S/L ALI BABA AV E43.724FT M/L SE105.162FT M/L SW50FT NW125FT NE11.035FT M/L TO POB LOT SIZE IRREGULAR OR 16521-3357 0994 4
08-2122-000-0390	A & T TRADERS INC	Not Available	Opa-locka	33054-0000	17501 NW 54 AVE	MIAMI, FL	33055-3518	22 52 41 .10 AC BEG 43.724FT M/L E OF X S/L NW 151 ST & S/L ALIBABA, SE105.162FT M/L NE50FT NW79.706FT M/L W56.107 FT TO POB LOT SIZE 4356 SQUARE FEET OR 16599-0468 1194 5
08-2122-000-0400	A & T TRADERS INC	1710 NW 151 ST	Opa-locka	33054-2877	14085 NW 27 AVE	MIAMI, FL	33054-3654	22 52 41 .109 AC M/L BEG NE COR LOT 4 BLK 14 PB 40-80 TH NELY511.035FT E99.83FT TO POB TH E106.897FT S32.7FT SWLY80.44 FT ALG NW R/W/L SAL RR TH NW 79.706FT TO POB LOT SIZE 4731 SQ FT OR 16599-0467 1194 1
08-2122-000-0401	CITY OF OPA LOCKA	Not Available	Opa-locka	33054-0000	777 SHARAZAD BLVD	OPA LOCKA, FL	33054-3521	22 52 41 .021 AC M/L BEG NE COR LOT 4 BLK 14 PB 40-80 NELY 511.03FT E206.73FT TO POB TH E57FT SWLY 65.72FT N32.7FT TO POB LOT SIZE 932 SQ FT OR 9331-206

08-2122-005-2161	M & N PROPERTY INVESTMENT INC	Not Available	Opa-locka	33054-0000	14566 NW 22 AVE	OPA LOCKA, FL	33054-3715	MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLK 345 DESC - BEG 559.46FTS OF NW COR BLK 346 TH S111.89FT NELY165.94FT TO X S/L BLK 346 NWLY152.25FT TO POB LOT SIZE 8280 SQUARE FEET OR 18373-4593/18412-3956 1098 2
08-2122-005-2170	CASTLE OPA LLC	1700 SERVICE RD	Opa-locka	33054-3750	11900 BISCAYNE BLVD STE 262	NORTH MIAMI, FL	33181	22 52 41 7.58 AC MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLKS 346 & 347-BEG AT NW COR OF BLK 346 S559.46FT SELY ALG S/L BLK 346 FOR 152.25FTNELY 399.88FTN 640.43FTNWLY ARC DIST 52.49FT TH SWLY TO POB LOT SIZE IRREGULAR OR 20964-4155 1202 3
08-2122-005-2180	CITY OF OPA LOCKA	2100 N BURLINGTON ST	Opa-locka	33054-0000	777 SHARAZAD BLVD	OPA LOCKA, FL	33054-3521	22 52 41 25.595 AC M/L MAGNOLIA GDNS CONSOL PB 50-5 THAT PT OF BLKS 345 TO 349 INC PER DB 3974-276 & OR 11494-940 & 937 & TR A LESS THAT PORT AS PER DB 280-591 BLKS 357 & 358 OF PB 49-71 A/K/A PARK & REC & SENIOR CITIZEN CENTER

08-2122-006-0140	DENISE H SWASEY LE	1880 SERVICE RD	Opa-locka	33054-3751	3520 NW 213 ST	MIAMI GARDENS, FL	33056	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 14 BLK 337 LOT SIZE 50.000 X 100 OR 16509-2428 0794 5 COC 26347-0200 26538- 0431 0408 3
08-2122-006-0150	YVETTE WALKER	1870 SERVICE RD	Opa-locka	33054-3751	1870 SERVICE RD	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 15 BLK 337 LOT SIZE 50.000 X 100 OR 18457-3046 0199 4
08-2122-006-0160	RETEVEA BAIN	1860 SERVICE RD	Opa-locka	33054-3751	1860 SERVICE RD	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 16 BLK 337 LOT SIZE 50.000 X 100 OR 13491-3713 1187 4 COC 23142-3269 03 2005 4
08-2122-006-0170	YOSVANI ORBIZ	1850 SERVICE RD	Opa-locka	33054-3751	1850 SERVICE RD	OPA-LOCKA, FL	33054	22 52 41 PB 49-54 MAGNOLIA GDNS CONSOLIDATED LOT 17 BLK 337 LOT SIZE 50.000 X 100 OR 21948-1006 12 2003 1 COC 25582-1091 04 2007 1
08-2122-006-0180	ESTATE OF FLETA MOSLEY	1840 SERVICE RD	Opa-locka	33054-3751	1840 SERVICE RD	OPA LOCKA, FL	33054-0000	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 18 BLK 337 LOT SIZE 50.000 X 100 OR 11506-465 0782 4
08-2122-006-0190	ROSA MAE JAMES	1830 SERVICE RD	Opa-locka	33054-3751	1830 STATE RD SERVICE ST	OPA LOCKA, FL	33054-0000	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 19 BLK 337 LOT SIZE 50.000 X 100 OR 11543-1061 0582 5

08-2122-006-0200	YAJAIRA FLORENCIA CASTRO	1820 SERVICE RD	Opa-locka	33054-3751	1820 SERVICE RD	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 20 BLK 337 LOT SIZE 50.000 X 100
08-2122-006-0210	JUAN RAMIREZ	1810 SERVICE RD	Opa-locka	33054-3751	17910 NW 84 AVE	HIALEAH, FL	33015	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 21 BLK 337 LOT SIZE 50.000 X 100 COC 26368-1299 11 2007 5
08-2122-006-0220	JUAN RAMIREZ	1800 SERVICE RD	Opa-locka	33054-3751	17910 NW 84 AVE	HIALEAH, FL	33015	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 22 BLK 337 LOT SIZE 58.820 X 100 COC 24865-0801 08 2006 1
08-2122-006-0230	ANGELINA PORTER	1801 RUTLAND ST	Opa-locka	33054-3738	21046 NE 5TH CT	MIAMI, FL	33179-1820	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 23 BLK 337 LOT SIZE 41.560 X 100 OR 18018-0666/0667 0198 4
08-2122-006-0240	DERAK THOMPkins	1811 RUTLAND ST	Opa-locka	33054-3738	1811 RUTLAND STREET	OPA LOCKA, FL	33054-3738	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 24 BLK 337 LOT SIZE 50.000 X 100 OR 20056-4884 1101 1
08-2122-006-0250	MOHAMED ESHIBA	1821 RUTLAND ST	Opa-locka	33054-3738	6820 RUE VERSAILLES DR	MIAMI BEACH, FL	33141	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 25 BLK 337 LOT SIZE 50.000 X 100 OR 18577-0940 0499 1

08-2122-006-0260	DANIELLA MULLER JTRS	1831 RUTLAND ST	Opa-locka	33054-3738	1225 NW 124 STREET	MIAMI, FL	33167	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 26 BLK 337 LOT SIZE 50.000 X 100 OR 16411-3221 0594 1
08-2122-006-0270	RUSSELL RYALS JR	1841 RUTLAND ST	Opa-locka	33054-3738	1841 RUTLAND ST	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 27 BLK 337 LOT SIZE 50.000 X 100 OR 21208-3688 03/2003 4
08-2122-006-0280	CEOLA WALKER EST OF	1851 RUTLAND ST	Opa-locka	33054-3738	1851 RUTLAND ST	OPA LOCKA, FL	33054-3738	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 28 BLK 337 LOT SIZE 50.000 X 100 OR 19869-1421 0801 5
08-2122-006-0290	ISIS PEREZ	1861 RUTLAND ST	Opa-locka	33054-3738	1861 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 29 BLK 337 LOT SIZE 50.000 X 100 OR 20623-3128 0802 1 COC 25078-1738 10 2006 3
08-2122-006-0300	ROLLICE CLARKE	1871 RUTLAND ST	Opa-locka	33054-3738	1871 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 30 BLK 337 LOT SIZE 50.000 X 100
08-2122-006-0310	HENRY TAMAYO	1881 RUTLAND ST	Opa-locka	33054-3738	1881 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 31 BLK 337 LOT SIZE 50.000 X 100 COC 23281-3132 04 2005 4 PROBATE 16465 CA 24 20050306

08-2122-006-0580	GUDELIA VASALLO RODRIGUEZ	1880 RUTLAND ST	Opa-locka	33054-3739	1880 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 14 BLK 338 LOT SIZE 50.000 X 100 OR 18348-1605 1297 1 COC 23760-1110 07 2005 4
08-2122-006-0590	ANTONIO GREGORIO VASALLO	1870 RUTLAND ST	Opa-locka	33054-3739	2901 WEST 16 AVE	HIALEAH, FL	33012	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 15 BLK 338 LOT SIZE 50.000 X 100 OR 9960 939 0278 4 COC 23074-2989 01 2005 1
08-2122-006-0600	SERGE A PAUL	1860 RUTLAND ST	Opa-locka	33054-3739	1860 RUTLAND ST	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 16 BLK 338 LOT SIZE 50.000 X 100 OR 12701-1546 1185 4
08-2122-006-0610	EROS CASTRO	1850 RUTLAND ST	Opa-locka	33054-3739	1850 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 17 BLK 338 LOT SIZE 50.000 X 100 OR 21243-2871 042003 4 COC 23207-3814 03 2005 1
08-2122-006-0620	BUFI & SALE LLC	1840 RUTLAND ST	Opa-locka	33054-3739	20515 E COUNTRY CLUB DR	AVENTURA, FL	33180	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 18 BLK 338 LOT SIZE 50.000 X 100 OR 18877-1301/23141- 2890 0999 4
08-2122-006-0630	SUSAN SIMMONDS	1830 RUTLAND ST	Opa-locka	33054-3739	1830 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 19 BLK 338 LOT SIZE 50.000 X 100

08-2122-006-0640	INNOVA ASSET HOLDINGS LLC	1820 RUTLAND ST	Opa-locka	33054-3739	PO BOX 310686	MIAMI, FL	33231	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 20 BLK 338 LOT SIZE 50.000 X 100 OR 17913-0589 1297 1
08-2122-006-0650	MARCUS J BRAXTON	1810 RUTLAND ST	Opa-locka	33054-3739	7900 NW 3 ST APT 14-201	PEMBROKE PINES, FL	33024	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 21 BLK 338 LOT SIZE 50.000 X 100 OR 17892-242- 1297 1 COC 25880-4081 08 2007 5
08-2122-006-0660	SHANEKA DENISE REYNOLDS	1800 RUTLAND ST	Opa-locka	33054-3739	PO BOX 292923	DAVIE, FL	33329	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 22 BLK 338 LOT SIZE 58.820 X 100 OR 20050-3433 1101 1
08-2122-006-0670	GLOBALI LLC	1801 WILMINGTON ST	Opa-locka	33054-3760	200 178 DR #305	SUNNY ISLES BEACH, FL	33160	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 23 BLK 338 LOT SIZE 41.560 X 100 OR 21226-4415 042003 3 COC 22926-3071 12 2004 4
08-2122-006-0680	AGL PROP INC	1811 WILMINGTON ST	Opa-locka	33054-3760	13499 BISCAYNE BLVD #TS2	MIAMI, FL	33181	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 24 BLK 338 LOT SIZE 50.000 X 100 OR 19874-1053 0801 1
08-2122-006-0690	LINDA PHILLIPS	1821 WILMINGTON ST	Opa-locka	33054-3760	1821 WILMINGTON ST	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 25 BLK 338 LOT SIZE 50.000 X 100 75R-243242

08-2122-006-0700	HELEN BROOKS	1831 WILMINGTON ST	Opa-locka	33054-3760	1500 NW 3 ST #105	DEERFIELD BEACH, FL	33442	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 26 BLK 338 LOT SIZE 50.000 X 100 OR 20053-0593 1101 5 COC 25695-0989 02 2007 5
08-2122-006-0710	JAMES H SIMMONS JR	1841 WILMINGTON ST	Opa-locka	33054-3760	1841 WILMINGTON ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 27 BLK 338 LOT SIZE 50.000 X 100
08-2122-006-0720	ROSALIE ANNE GALLE	1851 WILMINGTON ST	Opa-locka	33054-3760	1411 SOUTH 25 AVE	HOLLYWOOD, FL	33020	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 28 BLK 338 LOT SIZE 50.000 X 100 CASE 2012 A-00146 TC 83019
08-2122-006-0730	SUGEY MILENA ALVAREZ	1861 WILMINGTON ST	Opa-locka	33054-3760	1861 WILMINGTON ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 29 BLK 338 LOT SIZE 50.000 X 100 OR 20667-4601 0802 4 COC 23894-1923 10 2005 6
08-2122-006-0740	SHANEKA REYNOLDS	1871 WILMINGTON ST	Opa-locka	33054-3760	PO BOX 292923	DAVIE, FL	33329	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 30 BLK 338 LOT SIZE 50.000 X 100 OR 20136-2912 1201 1
08-2122-039-1720	THE MIRAGE AT SAILBOAT COVE	Not Available	Opa-locka	33054-0000	800 WEST AVENUE #C1	MIAMI BEACH, FL	33139	MIRAGE AT SAILBOAT COVE PB 166-086 T-22157 TR A (LAKE) LOT SIZE 14.12 AC FAU 08 2122 000 0190 0194 & 012 0130

30-2114-000-0090	STATE OF FLORIDA	Not Available	Miami	33169-0000	1000 NW 111 AVE	MIAMI, FL	33172	14 52 41 15.35 AC 100FT SAL R/W THRU SEC FORMERLY SEABOARD COASTLINE RR CO COMPTROLLER DOT PER 13675-3540 0588 3
30-2123-000-0040	SKIRAQUI LLC	Not Available	Miami	33167-0000	335 S BISCAYNE BLVD #1709	MIAMI, FL	33131	23 52 41 5.20 AC M/L S1/2 OF NW1/4 OF NW1/4 LYING W OF SPUR CANAL LOT SIZE IRREGULAR OR 11950-2206 1083 3 COC 24607-2993 03 2006 2
30-2123-000-0080	SKIRAQUI LLC	Not Available	Miami	33167-0000	335 S BISCAYNE BLVD #1709	MIAMI, FL	33131	23 52 41 15.5 AC N1/2 OF NW1/4 OF N1/4 LYG W & NWLY OF BISC CANAL SPUR 1 LESS ST RD 9 & LESS SAL RY & LESS O-G & M RTS LOT SIZE IRREG OR 11950-2206 1083 3 COC 24607-2993 03 2006 2
30-2123-000-0200	CSX TRANSPORTATION INC	Not Available	Miami	33054-0000	500 WATER STREET	JACKSONVILLE, FL	32202-0000	23 52 41 .02 AC FRACTIONAL PART 100FT SAL R/W LYING IN NW1/4 OF NW1/4 OR 15774-1300 0886 5
30-2123-021-0010	MIAMI-DADE COUNTY	Not Available	Miami	33167-0000	275 NW 2 ST 4FL	MIAMI, FL	33128-1794	23 52 41 1.47 AC JEB ESTATES PB 58-77 TRACT A LOT SIZE 64033 SQUARE FEET

30-2123-022-1240	RODERICK D VEREEN	14630 NW S RIVER DR	Miami	33167-1027	14630 S RIVER DR	MIAMI, FL	33167-1027	23 52 41 1.19 AC BISC GDNS SEC F PB 44-46 PT LOT 125 LOT SIZE 100.000 X 515 OR 19742-3500 06 2001 6
30-2123-022-1250	RODERICK D VEREEN	14620 NW S RIVER DR	Miami	33167-1027	14630 S RIVER DR	MIAMI, FL	33167	23 52 41 1.19 AC PB 44- 46 BISCAYNE GARDENS SEC F PT 1 LOT 126 LOT SIZE 100.000 X 515 75R-15416 COC 22684-2278 09 2004 1
30-2123-022-1260	OSVALDO MONDEJA GONZALEZ	14610 NW S RIVER DR	Miami	33167-1027	14610 NW S RIVER DR	MIAMI, FL	33167	23 52 41 1.19 AC PB 44- 46 BISCAYNE GARDENS SEC F PART 1 LOT 127 LOT SIZE 100.000 X 515 73R-61001
30-2123-022-1270	JOSEPH SOMERS &W GLORIA	14600 NW S RIVER DR	Miami	33167-1027	14600 S RIVER DRIVE	MIAMI, FL	33167-1027	23 52 41 1.15 AC PB 44- 46 BISCAYNE GARDENS SEC F PART 1 LOT 128 LOT SIZE 100.000 X 515 OR 17611-4588 0397 1
34-2115-000-0040	CSX TRANSPORTATION INC	Not Available	Miami Gardens	33054-0000	500 WATER STREET	JACKSONVILLE, FL	32202-0000	15 52 41 .07 AC FRACTIONAL PART OF 100FT SAL R/W LYING IN SE1/4 OF SE1/4 OR 15774-1300 0886 5 F/A/U 30-2115-000-0040



MODANI BUILDING 1

WARE MALCOMB

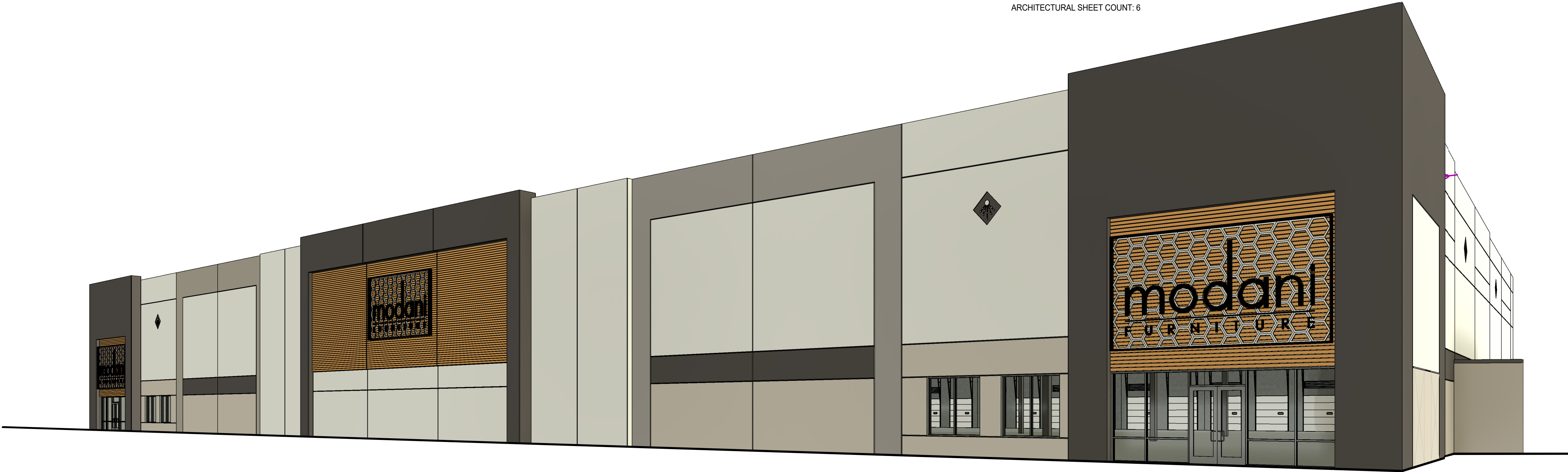
1700 SERVICE ROAD
OPA-LOCKA, FL 33054
MIA23-0011-00
COVER SHEET
10/09/2023

architecture | planning | interiors
graphics | civil engineering

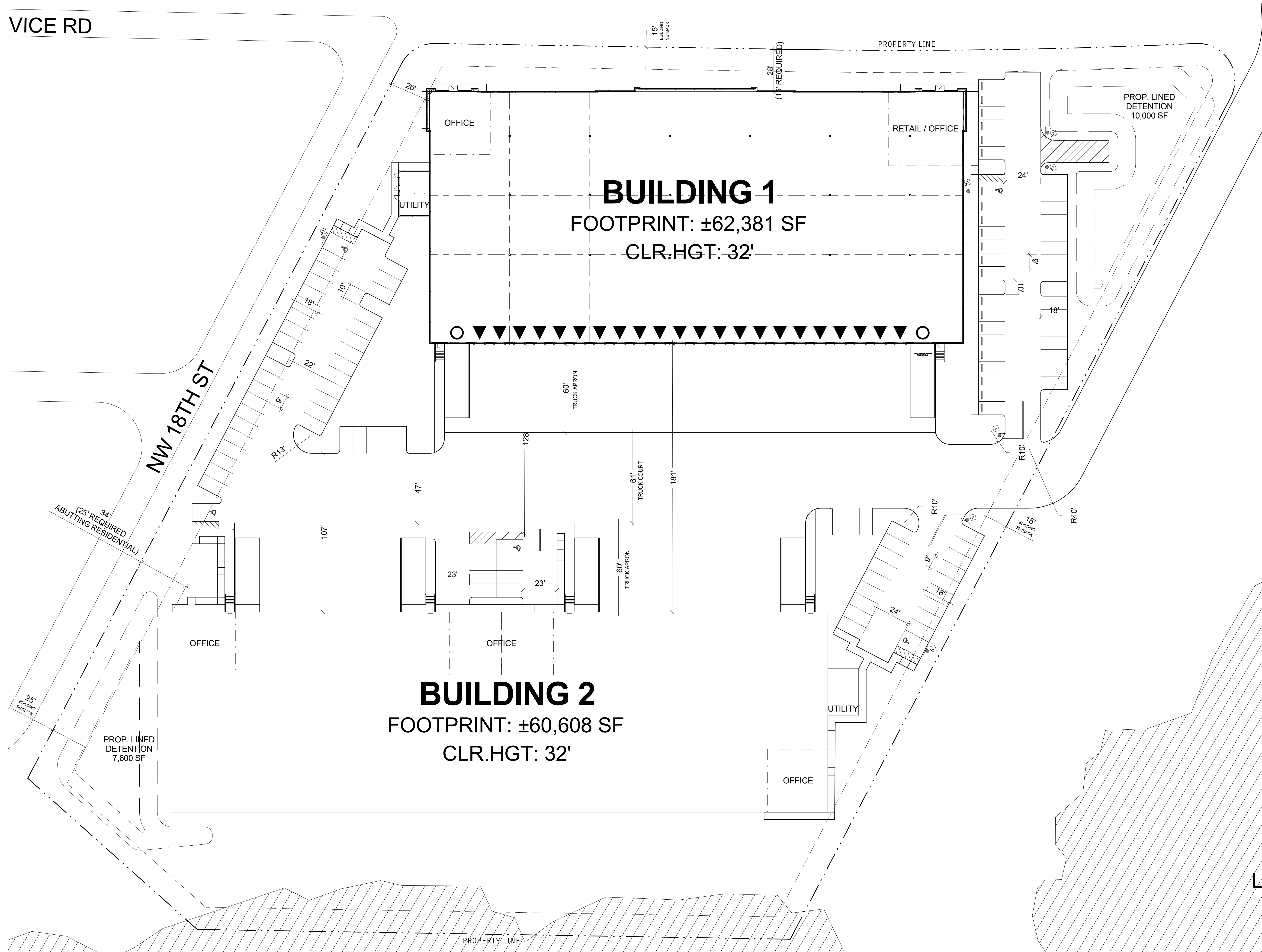


ARCHITECTURAL

- 1 COVER SHEET
 - 2 SITE PLAN
 - 3 FLOOR PLAN
 - 4 ROOF PLAN
 - 5 EXTERIOR ELEVATIONS / TYP. BUILDING SECTION
 - 6 COLOR AXON
- ARCHITECTURAL SHEET COUNT: 6



VICE RD



DEVELOPMENT STANDARDS

SITE AREA: 7.62 AC
GROSS: 331,963 SF

DETENTION:	5.3%	17,600 SF
NET:		00.40 AC

BUILDING 1 FOOTPRINT:	62,381 SF
BUILDING HEIGHT:	43'
BUILDING USE:	
WAREHOUSE	55,605 SF
OFFICE	6,120 SF

COVERAGE:	
GROSS:	37%
NET:	39%

PARKING REQUIRED:		
WAREHOUSE	1/2,500 SF	22 STALLS
OFFICE	1/400 SF	16 STALLS
TOTAL		38 STALLS

PARKING PROVIDED:	53 STALLS
AUTO:	

REQ. ACCESSIBLE	3 STALLS
TRAILER:	N/A

TRUCK DOCKS:	
DOCK-HIGH DOORS	22
KNOCK-OUTS	6
GRADE-LEVEL DOORS	2

DEVELOPMENT STANDARDS

ZONING: I-1

MAX. F.A.R.:	3.00	
MAX. COVERAGE:	TBD	4
MAX. HEIGHT:	45 FT	3

BUILDING SETBACKS:

FRONT:	15 FT
SIDE:	0 FT
REAR:	15 FT

LANDSCAPE SETBACKS:

FRONT:	TBD	4
SIDE:	TBD	4
REAR:	TBD	4

LANDSCAPE REQ.: 25%

OFF-STREET PARKING:		
STANDARD:	9x18	
COMPACT:	8x17	
COMPACT %:	30%	
DRIVE AISLE:	22 FT	
FIRE LANE:	26 FT	
OVERHANG:	TBD	4
TREE WELL:	TBD	4

REQ. PARKING RATION BY
USE:

WAREHOUSE:	1/2500 SF
OFFICE:	1/400 SF

NOTES:

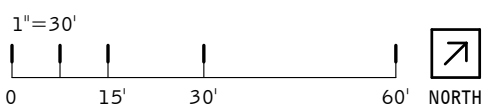
1. ASSUME REZONE FROM R-TH TO I-1
2. 50FT FROM ANY RESIDENTIAL DISTRICT WITH AT LEAST A 30 FT LANDSCAPED BUFFER
3. OR 3 STORIES, WHICHEVER IS LESS.
4. TO BE DETERMINED BY CITY

REINALDO A. GOMEZ AR0013736



10/09/2023

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

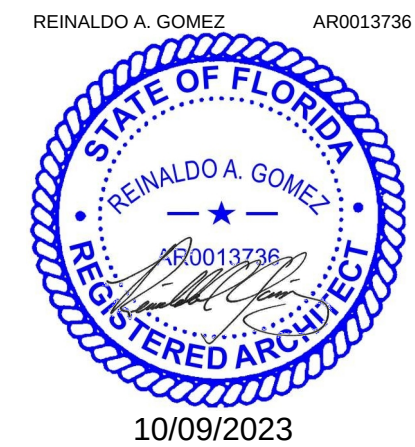
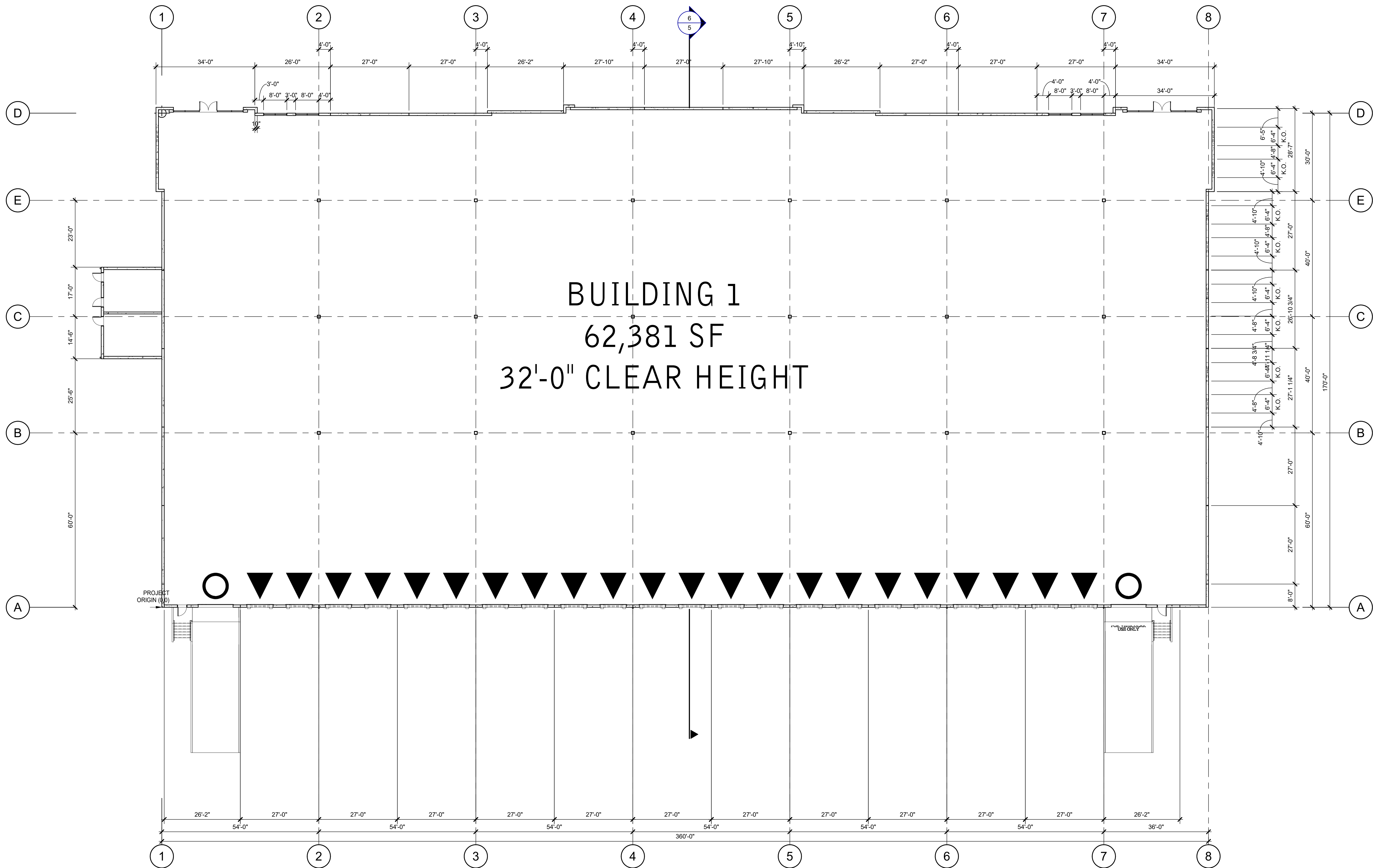


SITE PLAN

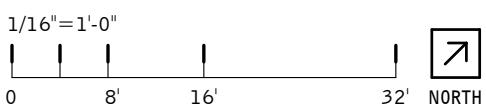
MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

IA23-0011-00 SHEET
10/09/2023 2



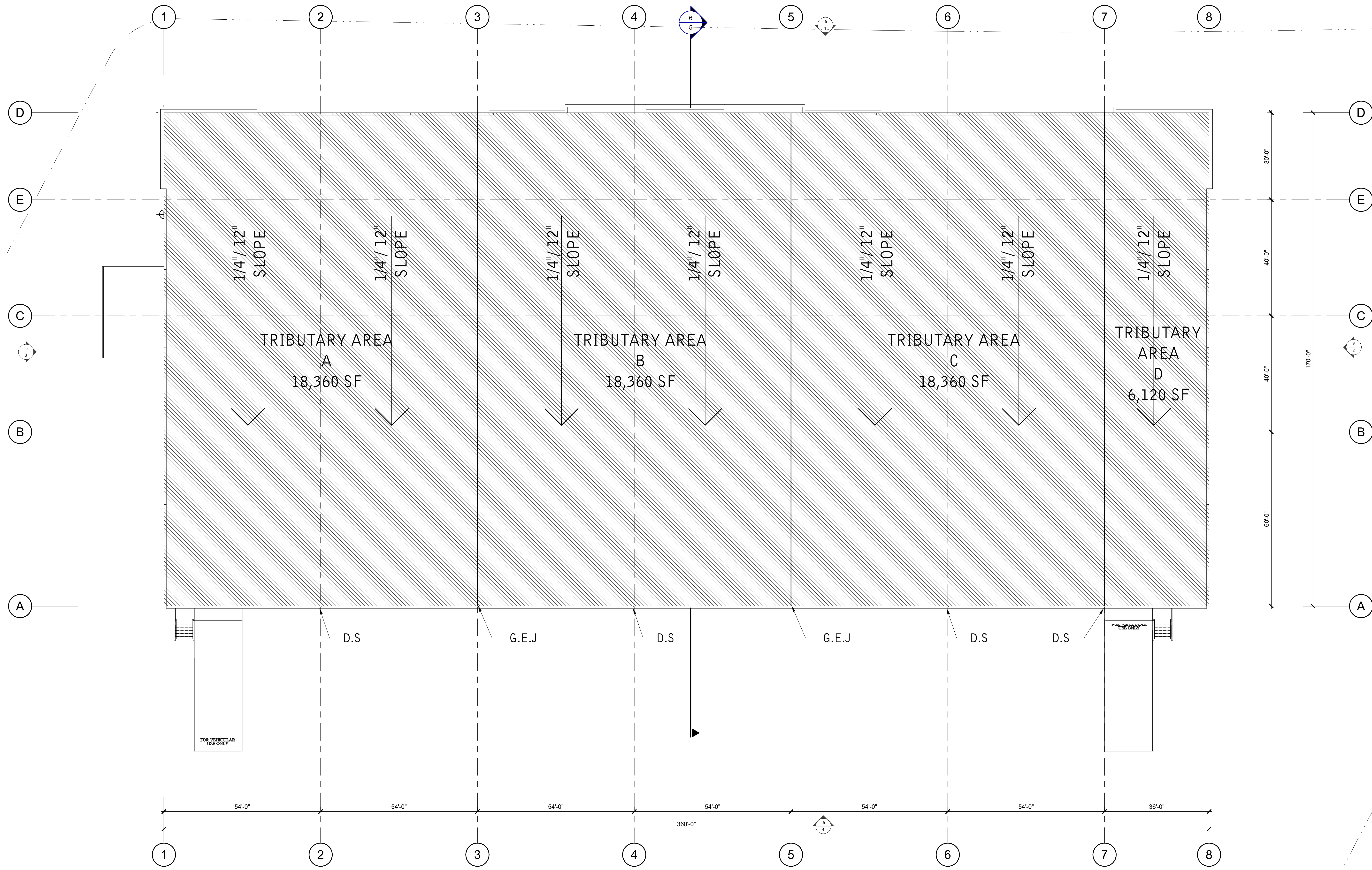
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FLOOR PLAN
MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 3



ROOF CALCULATIONS

NOTE: ALL HORIZONTAL AND VERTICAL LEADER SIZES HARE SIZED PER SECTION 1106 AND BASED ON 5" RAIN FALL ALL PER HOUR PER FIGURE 1106.1 OF FLORIDA PUMBLING CODE.

ROOF DRAIN A OVER CALCULATION.
ROOF DRAIN TRIBUTARY AREAS:

TRIBUTARY AREA A	=	18,360 SF
TRIBUTARY AREA B	=	18,360 SF
TRIBUTARY AREA C	=	18,360 SF
TRIBUTARY AREA D	=	6,120 SF
TOTAL AREA	=	61,200 SF

RWL SIZE REQUIRED: 6" x 8" REQUIRED UP TO 1208 GPM SF WITH 5" PER HOUR RAINFALL RATE PER TABLE 1106.3 AND FIG. 1106.1 FBC 2017-PUMBLING.

RWL SIZE PROVIDED: 8" x 8"

NO. OF DOWNSPOUTS REQUIRED: 4

NO. OF DOWNSPOUTS PROVIDED: 22

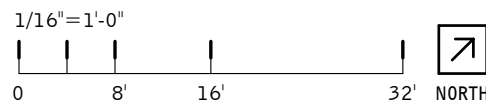
GUTTER REQUIRED: 4" x 10" SQUARE GUTTER @ 4% SLOPE.

GUTTER PROVIDED: 10" x 10" SQUARE GUTTER. @ 4% SLOPE ON 5 INCH

RAINFALL RATE: 5" PER HOUR.



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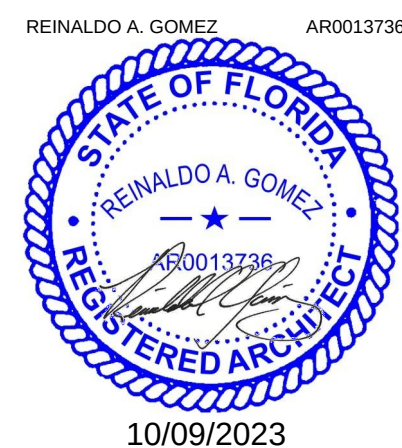
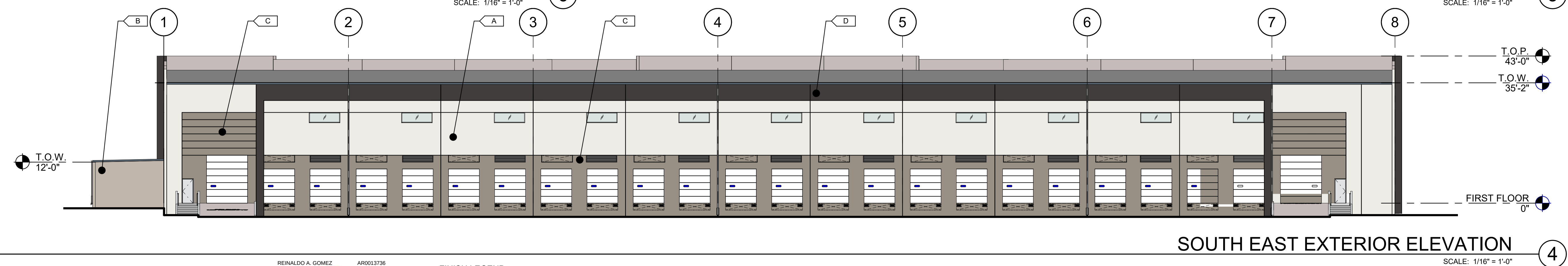
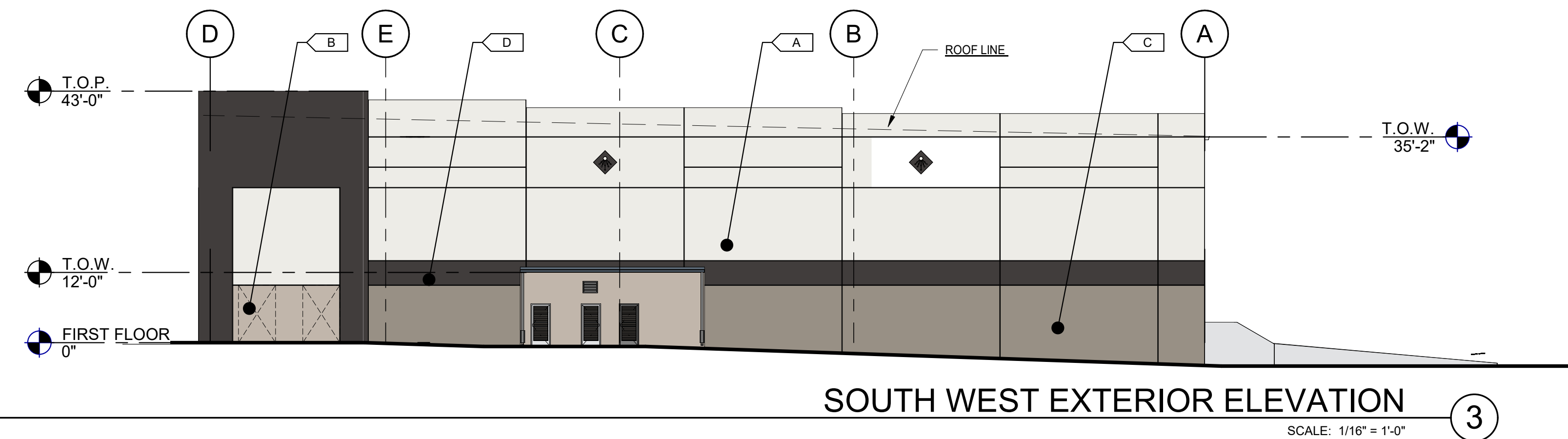
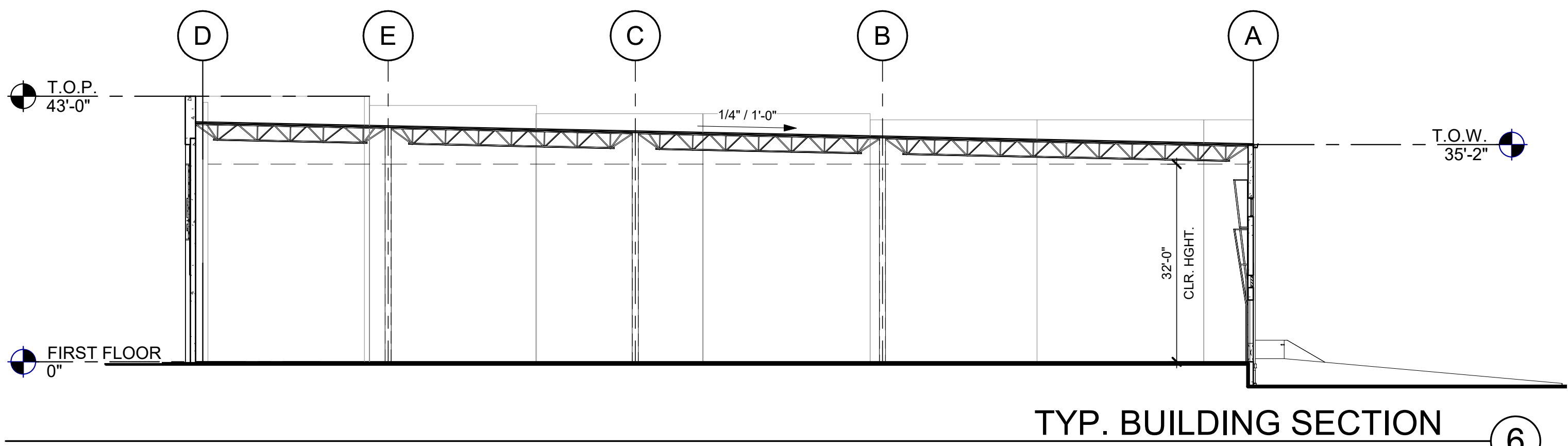
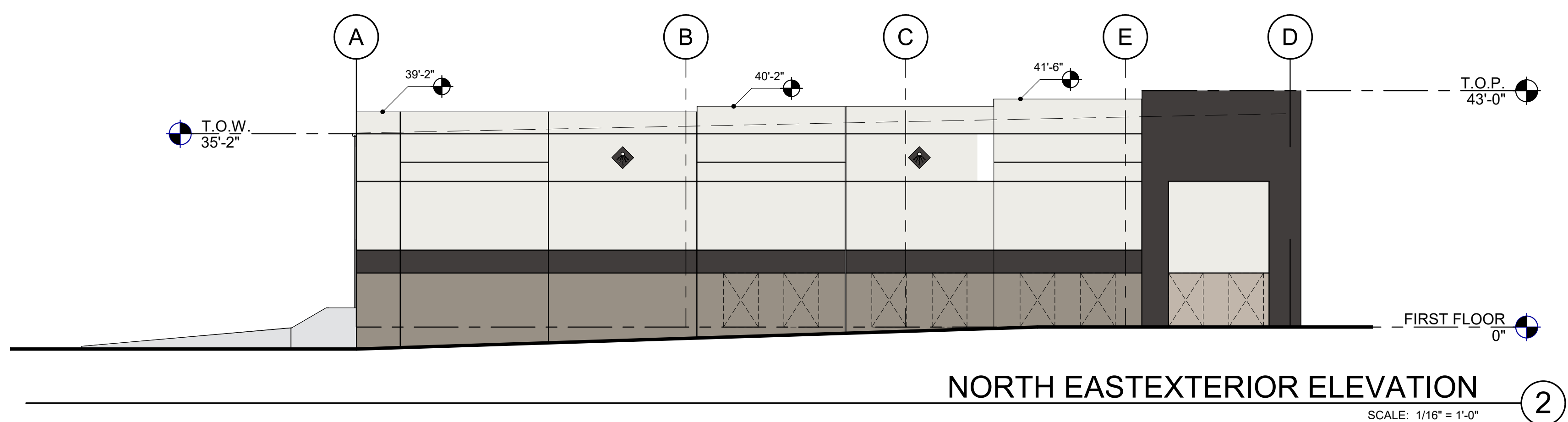
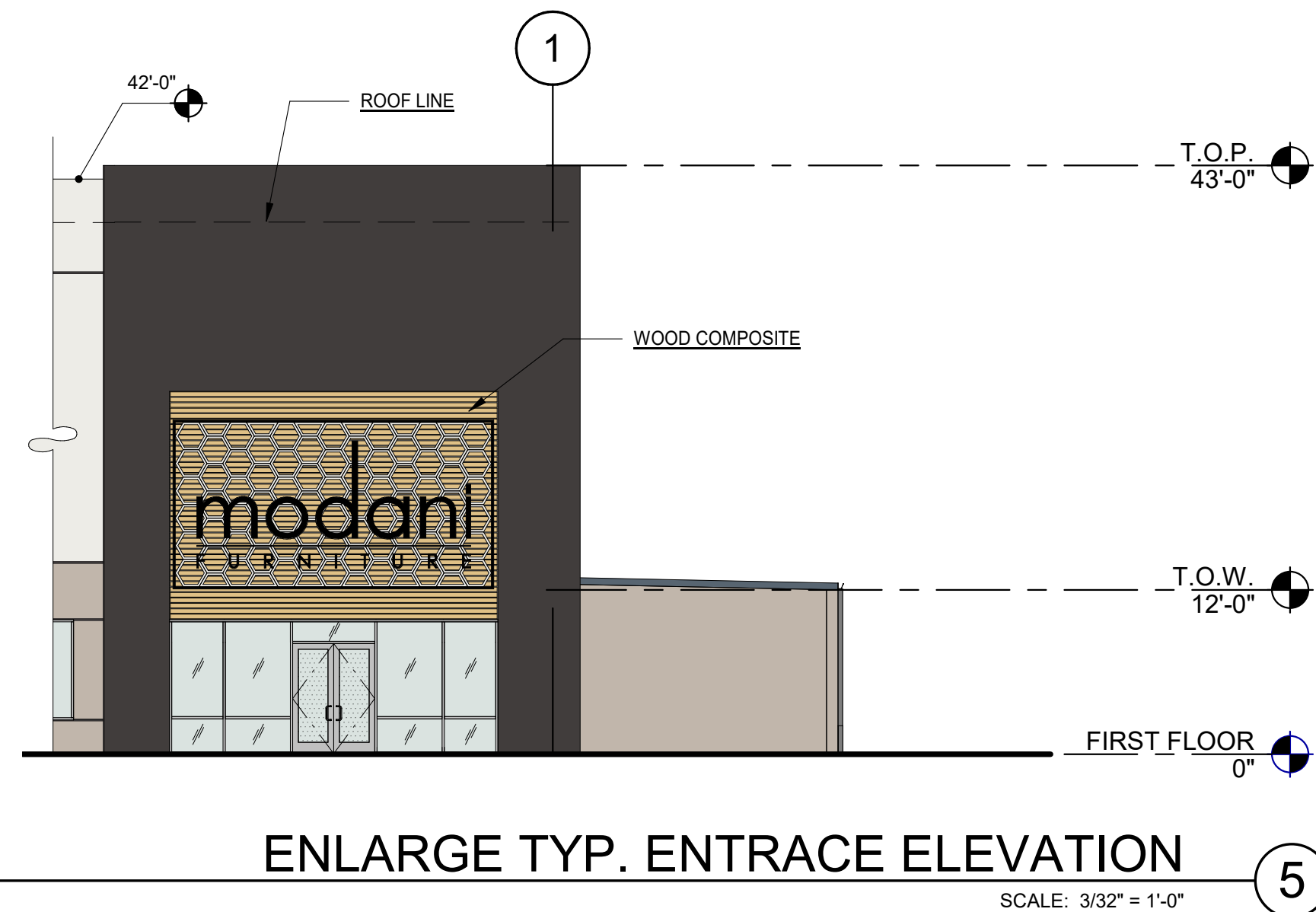
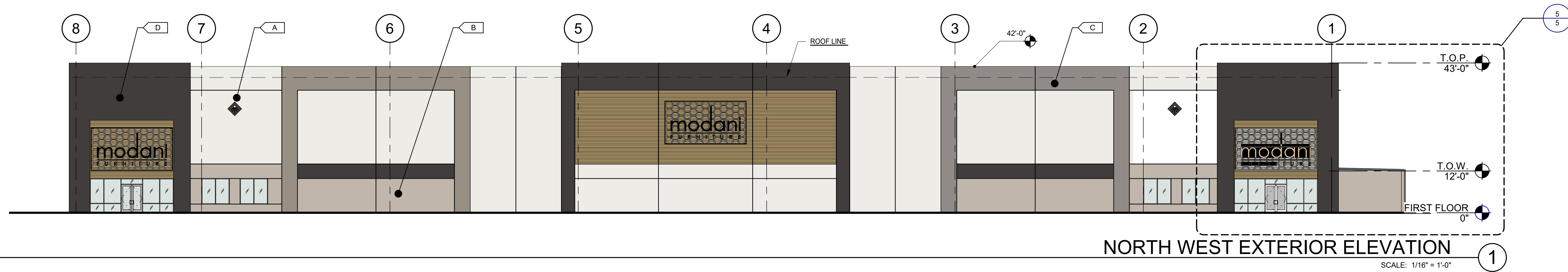


ROOF PLAN

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

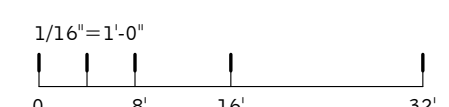
MIA23-0011-00 SHEET
10/09/2023 4



FINISH LEGEND

- A** FIELD WALL PAINT
SW 9582 - WHITE SAND
- B** ACCENT #1 - WALLPAINT
SW 6072 - VERSATILE GRAY
- C** ACCENT #2 - WALLPAINT
SW 9168 - ELEPHANT EAR
- D** ACCENT #3 - WALLPAINT
SW 9600 - ARMORY

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.



EXTERIOR ELEVATIONS / TYP. BUILDING SECTION

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 **5**



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COLOR AXON
MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 6



MODANI BUILDING 2

WARE MALCOMB

1700 SERVICE ROAD
OPA-LOCKA, FL 33054
MIA23-0011-00
COVER SHEET
10/09/2023

architecture | planning | interiors
graphics | civil engineering

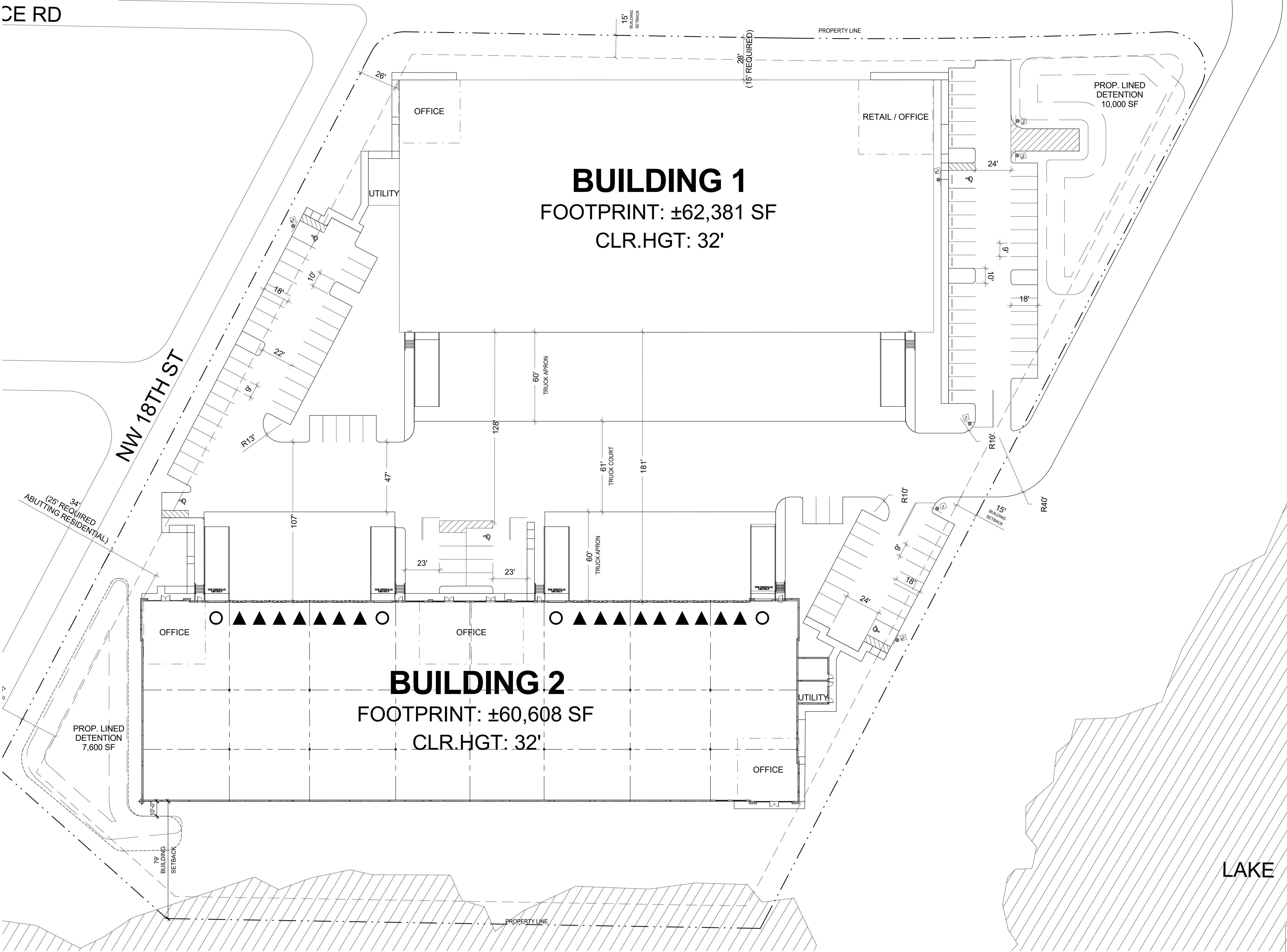


ARCHITECTURAL

- 1 COVER SHEET
 - 2 SITE PLAN
 - 3 FLOOR PLAN
 - 4 ROOF PLAN
 - 5 EXTERIOR ELEVATIONS / TYP. BUILDING SECTION
 - 6 COLOR AXON
- ARCHITECTURAL SHEET COUNT: 6



CE RD



DEVELOPMENT STANDARDS

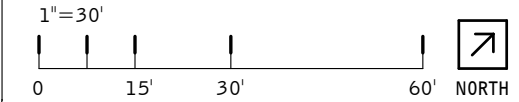
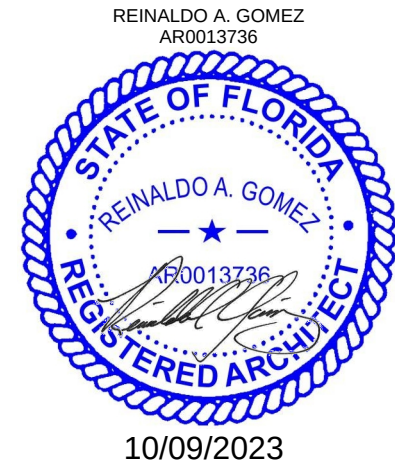
SITE AREA:		7.62 AC
GROSS:		331,963 SF
DETECTION:	@5.3%	17,600 SF
NET:		00.40 AC
BUILDING 2 FOOTPRINT:		60,608 SF
BUILDING HEIGHT:		41'-6"
BUILDING USE:		
WAREHOUSE	1/2,500 SF	54,108 SF
OFFICE	1/400 SF	6,500 SF
COVERAGE:		
GROSS:		50%
NET:		0%
PARKING REQUIRED:		
WAREHOUSE		22 STALLS
OFFICE		17 STALLS
TOTAL		39 STALLS
PARKING PROVIDED:		53 STALLS
AUTO:		@0/1000
REQ. ACCESSIBLE TRAILER:		2 STALLS 0 STALLS
TRUCK DOCKS:		
DOCK-HIGH DOORS		16
KNOCK-OUTS OR		4
DRIVE-IN DOORS		4

DEVELOPMENT STANDARDS

ZONING:	I-1	1
MAX. F.A.R.:	3.00	
MAX. COVERAGE:	TBD	4
MAX. HEIGHT:	45 FT	3
BUILDING SETBACKS:		
FRONT:	15 FT	
SIDE:	0 FT	
REAR:	15 FT	
LANDSCAPE SETBACKS:		
FRONT:	TBD	4
SIDE:	TBD	4
REAR:	TBD	4
LANDSCAPE REQ.:	25%	
OFF-STREET PARKING:		
STANDARD:	9x18	
COMPACT:	8x17	
COMPACT %:	30%	
DRIVE AISLE:	22 FT	
FIRE LANE:	26 FT	
OVERHANG:	TBD	4
TREE WELL:	TBD	4
REQ. PARKING RATION BY USE:		
WAREHOUSE:	1/2500 SF	
OFFICE:	1/400 SF	

- NOTES:
1. ASSUME REZONE FROM R-TH TO I-1
 2. 50FT FROM ANY RESIDENTIAL DISTRICT WITH AT LEAST A 30 FT LANDSCAPED BUFFER
 3. OR 3 STORIES, WHICHEVER IS LESS.
 4. TO BE DETERMINED BY CITY

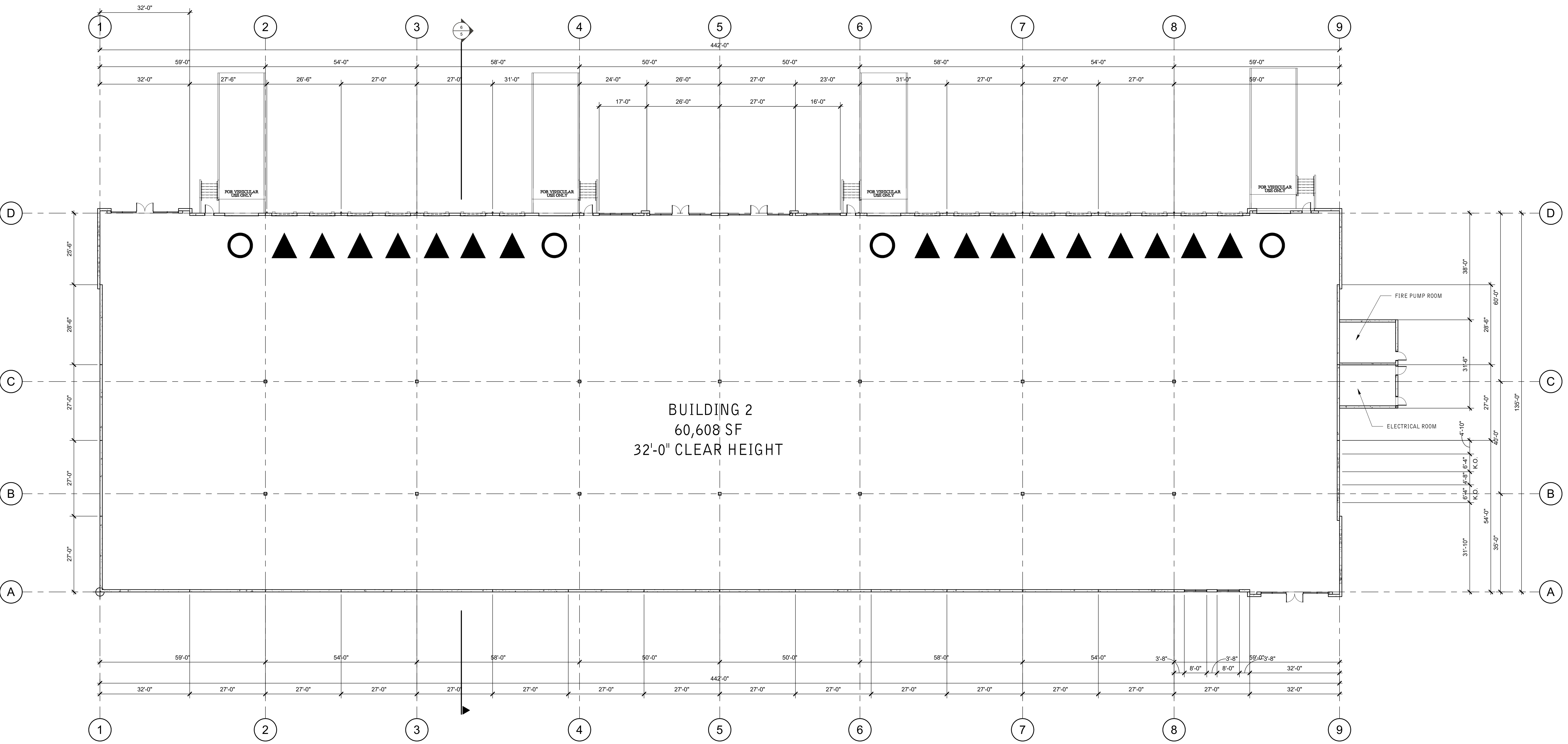
This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.



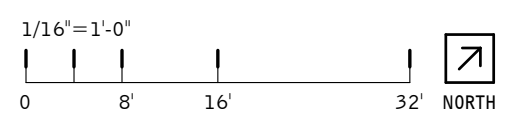
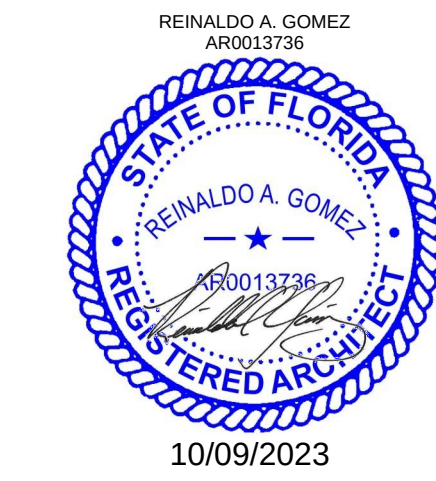
SITE PLAN
MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 2



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FLOOR PLAN
MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 **3**

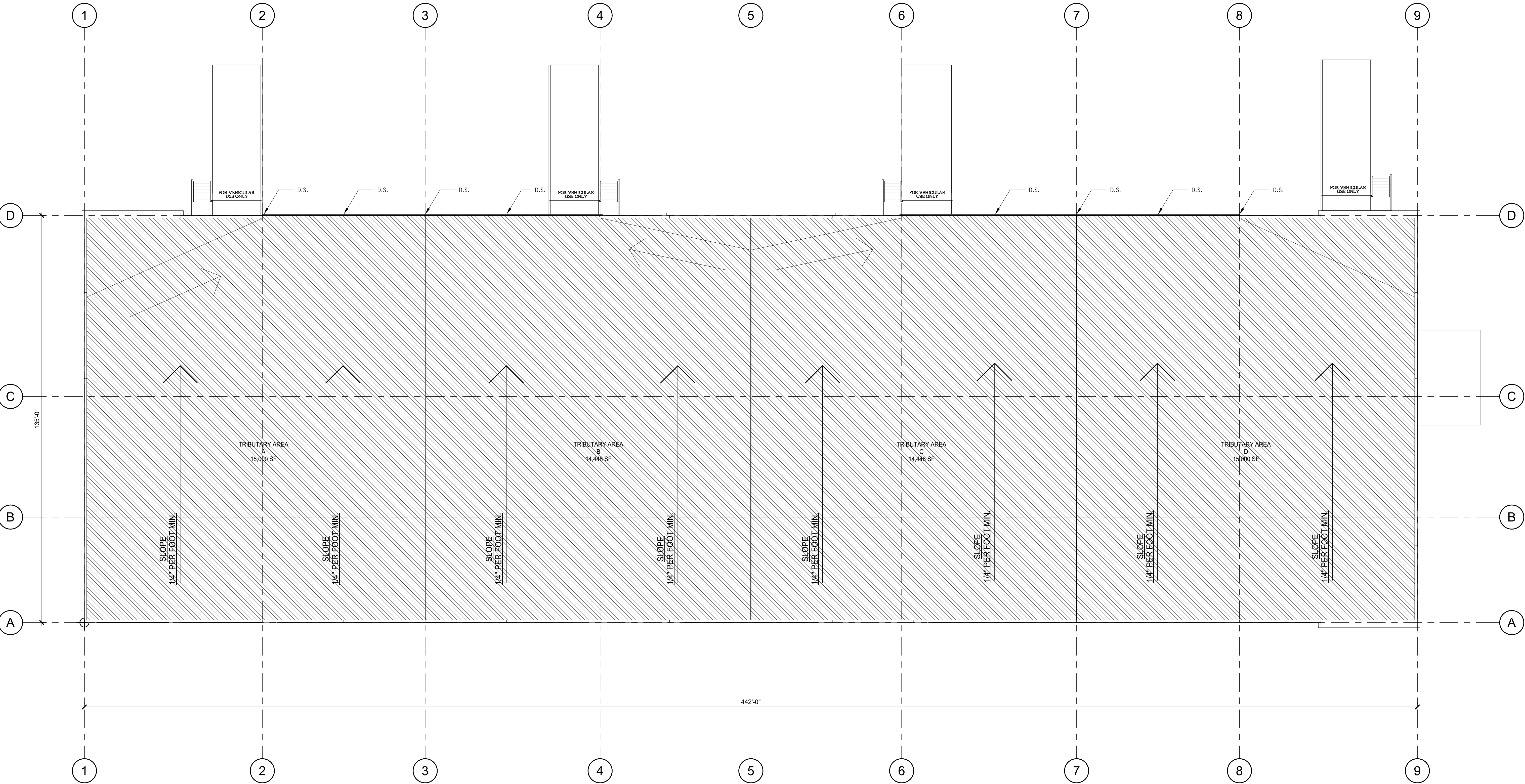
ROOF CALCULATIONS

NOTE: ALL HORIZONTAL AND VERTICAL LEADER SIZES HARE SIZED PER SECTION 1106 AND BASED ON 5" RAIN FALL ALL PER HOUR PER FIGURE 1106.1 OF FLORIDA PUMBLING CODE.

ROOF DRAIN A OVER CALCULATION.
ROOF DRAIN TRIBUTARY AREAS:

TRIBUTARY AREA A	=	15,000 SF
TRIBUTARY AREA B	=	14,448 SF
TRIBUTARY AREA C	=	14,448 SF
TRIBUTARY AREA D	=	15,000 SF
TOTAL AREA	=	58,896 SF

RWL SIZE REQUIRED:	6" x 8" REQUIRED UP TO 1208 GPM SF WITH 5" PER HOUR RAINFALL RATE PER TABLE 1106.3 AND FIG. 1106.1 FBC 2017-PUMBLING.
RWL SIZE PROVIDED:	8" x 8"
NO. OF DOWNSPOUTS REQUIRED:	4
NO. OF DOWNSPOUTS PROVIDED:	8
GUTTER REQUIRED:	4" x 10" SQUARE GUTTER @ 4% SLOPE.
GUTTER PROVIDED:	10" x 10" SQUARE GUTTER. @ 4% SLOPE ON 5 INCH
RAINFALL RATE:	5" PER HOUR.



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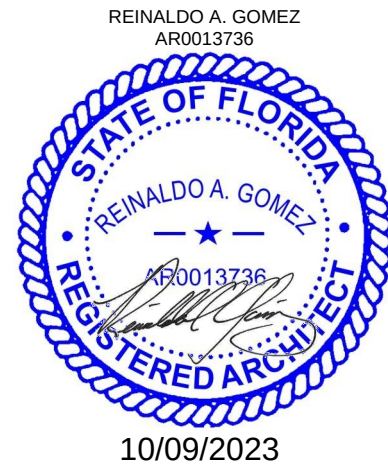
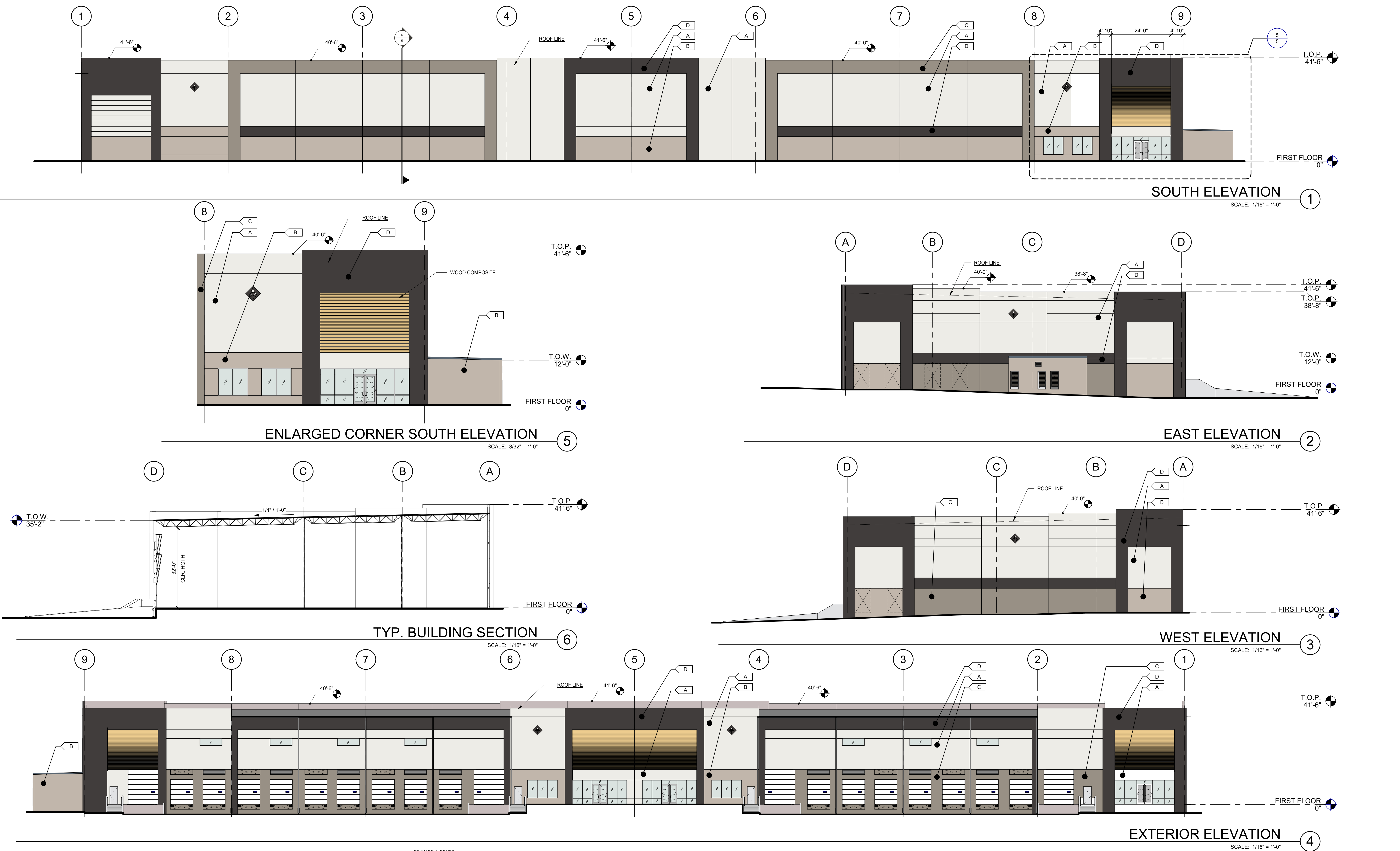


ROOF PLAN

MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 4



FINISH LEGEND

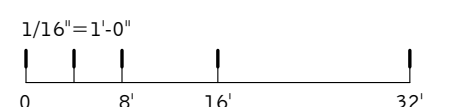
A FIELD WALL PAINT
SW 9582 - WHITE SAND

B ACCENT #1 - WALLPAINT
SW 6072 - VERSATILE GRAY

C ACCENT #2 - WALLPAINT
SW 9188 - ELEPHANT EAR

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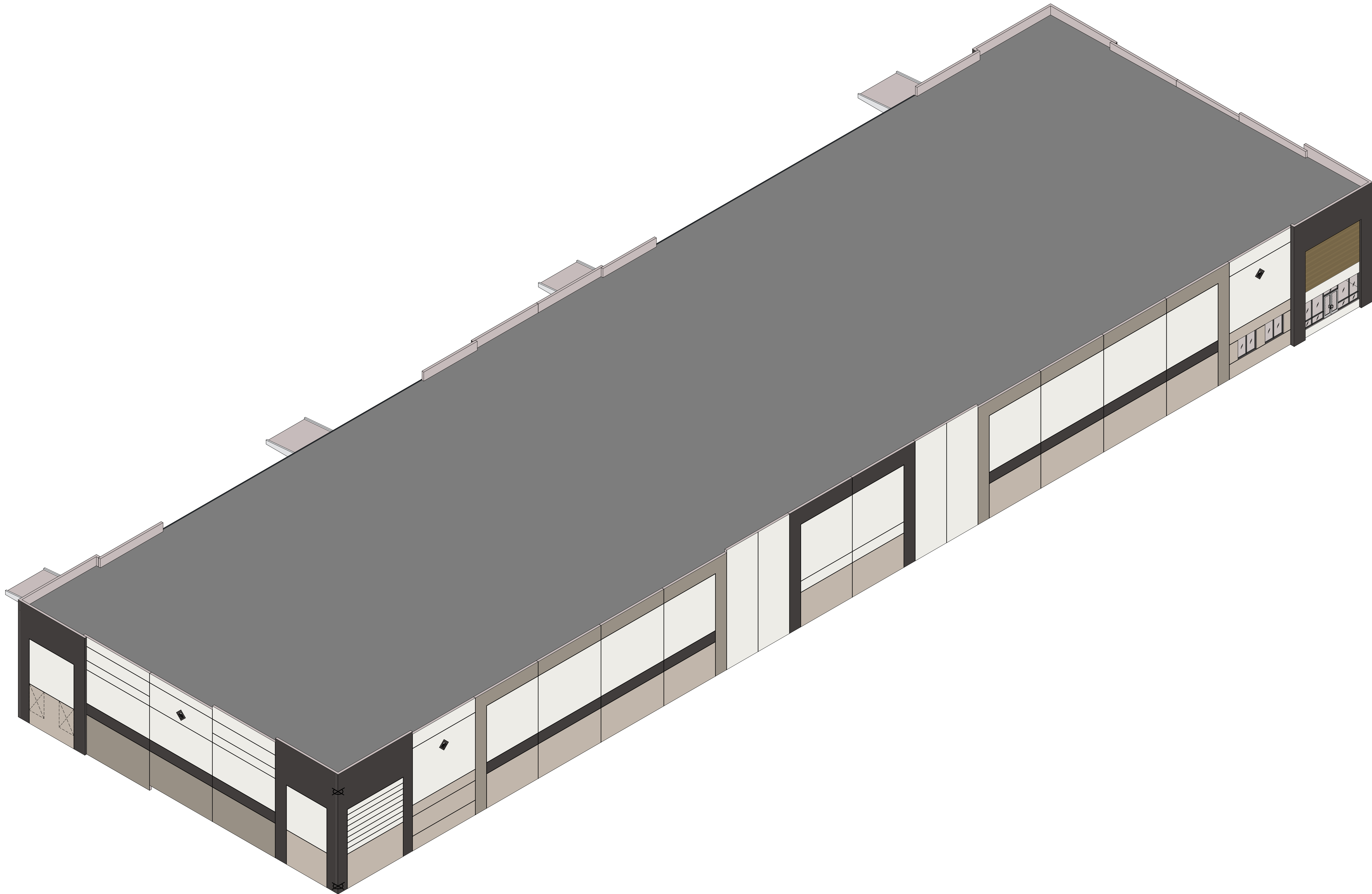


EXTERIOR ELEVATIONS / TYP. BUILDING SECTION

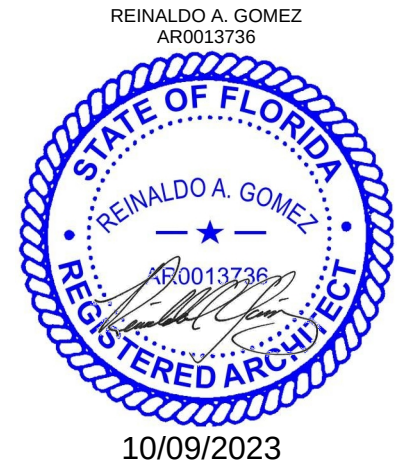
MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 5



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COLOR AXON
MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00 SHEET
10/09/2023 6

PLANNING & ZONING BOARD

March 19

2024



Request for Small Scale Comprehensive Plan Amendment

Staff Report

APPLICANT'S REQUEST:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:
22 52 41 7.58 AC or 330,184.8 SQ FT. MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLKS 346 & 347-BEG AT NW COR OF BLK 346
S 559.46 FT SELY ALG S/L BLK 346 FOR 152.25 FT NELY 399.88 FT N 640.43 FT NWLY ARC DIST 52.49 FT TH SWLY TO POB. LOT SIZE IRREGULAR OR 20964-4155 1202 3
- The proposed project site is a vacant 7.58 acre overgrown property that has been documented as a brownfield contaminated site. The current owner has complied with the requirements of Miami-Dade County to begin to restore use of this site. The site is zoned Residential Townhouse and has a land use designation of Low-Moderate Density. This site is also within the Corridor Mixed Use Overlay District. With the current residential zoning, residential land use, and Corridor Mixed Use Overlay, this site would be used for the mixture of residential uses and commercial retail uses.



← NORTH NW 18th Ave SOUTH →



Figure 1: Google Street View: North View from State Road 9



Figure 3: Google Street View: North View from State Road 9

II. Project Details

- **Applicant's intent**

The Applicant, Castle Opa, LLC. intends to construct two commercial and industrial buildings that will be used for a showroom, office space, product retail, product manufacture and assembly and storage area.

They also intend to provide appropriate parking and landscaping in accordance with the City of Opa-locka's Land Development Regulations.

The applicant has submitted four application requests for the development of this site:

1. To change the land use from residential to industrial
2. To change the zoning designation from residential Townhouse to Light Industrial (I-1).
3. To review and approve the site plan to build two commercial buildings for this furniture business.
4. To review and approve the development agreement concerning the long-term maintenance of the site.

To accommodate the new intended uses for this site will require the review and recommendation of the Planning & Zoning Appeals Board and the review and approval of the City Commission concerning these four requests.

Site Computations & Land Development Regulation / Zoning Code		Table 1	
Applicant Folio Number (s) Address Location Building (s) Footprint Floor Area Ratio Zoning Zoning Code Consistency Existing Land Use Future Land Use Designation Comprehensive Plan Consistency Applicable LDR Sections	Castle Opa, LLC		
	Opa-locka: 08-2122-005-2170;		
	1700 Service Road, Opa-locka, FL 33054		
	<u>Building Footprint/Building Coverage</u> Building 1 62,381 SF;		
	<u>Building Footprint/Building Coverage</u> Building 2 60,608 SF		
	Greenspace/Landscape Area – 49,076 SF		
	<1.0 FAR .023		
	R-TH – Residential Townhouse		
	The proposed use for a Commercial Retail Showroom and Business Office and for a Furniture manufacture and assembly warehouse facility and warehouse storage area is not consistent with the R-TH Zoning District permitted uses.		
	Vacant Land		
Low-Moderate Density Residential			
-	The proposed use for a Commercial Showroom and Retail facility and a Business Office and warehouse manufacture / assembly and storage facility is not consistent with the Comprehensive Plan for residential use.		
Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-86, Article 22-99, & Article X - Ord. No. 14-16 Sign Regulations			
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Bldg. 1 Front	15 Feet	76 Feet	YES
Bldg. 2 Front	15 Feet	15 Feet	YES
Bldg. 1 Rear	15 Feet	26 Feet	Yes
Bldg. 2 Rear	15 Feet	25 Feet	Yes
Side Interior	0 Feet	54 Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30-foot landscaped buffer)	26 Feet (Does not have a 30-foot landscape buffer from residential)	Yes
Corner Lots/ Other	N/A	N/A	N/A

Lot Coverage (Max Impervious Area)	75% (247,638.6 SQ FT)	263,508.8 (79.8% IMPER) 66,676 PERVIOUS	No
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	330,184.8 SF or 7.58 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office, Warehouse, Retail, Storage Building: 3 Stories/ 45 Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	N/A	N/A	No
Landscaping	Total Landscaping Area	49,076 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. Warehouse: 1/2500 SF	Office Spaces Req 17 Bldg 1 16 Bldg 2 Warehouse Pk Space Req 22 Bldg 1 22 Bldg 2 Total Provided 106 1 Handicapped Spaces	YES
Landscape/ Pervious Lot Coverage	10% minimum required pervious	17% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Tuesday, November 21 st , 2023. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, February 6th, 2024. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval or approval with conditions after it is reviewed by the Planning and Zoning Appeals Board and any other applicable board or agency.		

• Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by residential properties to the west and vacant land outside the City of Opa-locka to the east. And residential uses north of State Road 9.
- No Sidewalk alongside the west edge of the Property on NW 18th Avenue, or the north edge on Service Road
- Property is currently vacant and overgrown.

PZAB Rezoning Review Criteria

1. The proposed change is contrary to the established land use pattern.
The proposed use for the site, "Retail Furniture Showroom with a Furniture Manufacture/Assembly Warehouse and Storage Facility and Business Office" conflicts with the adjacent residential neighborhood just across NW 18th Avenue, as well as the residential neighborhood across S.R. 9.
2. The proposed change would create "spot zoning".
Rezoning the site from Residential Townhouse to Light Industrial will result in this single site having that zoning. A single site does not constitute a zoning district.
3. The proposed change would alter the population or traffic patterns and thereby negatively impact public facilities such as schools, utilities, streets, etc.
Specifically, the Furniture Manufacture/Assembly Warehouse and Storage Facility uses would generate tractor trailer traffic, which should be restricted to arterial streets and would disrupt the tranquility of the residential neighborhood just across NW 18th Avenue.
4. The proposed zoning district boundaries would become more illogically drawn.
According to the rules of proper zoning, a zoning district is made up of multiple parcels. A single parcel with a light industrial zoning designation surrounded by residentially zoned districts is therefore illogical according to these rules.
5. The proposed change would be in conflict with all or portions of the City's Comprehensive Plan.
The City's Comprehensive Plan, which reconciles zoning districts with such things as utilities capacity, service delivery and school capacity contemplates this as a residentially zoned parcel. Changing to light industrial would compromise the balancing of the zoning district with its needs.
6. There is an additional need for uses permitted within the proposed zoning district.
Opa-locka and Miami-Dade County are faced with a severe housing shortage, changing the use from residential to light industrial would lessen the amount of land available to build housing.

7. The proposed change will adversely affect living conditions in the neighborhood, if applicable.

Tractor trailers driving through would make the neighborhood a less desirable place to live.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Truck traffic through the neighborhood would increase traffic significantly, both in the amount of traffic and the size of the vehicles.

9. The proposed change will create a drainage problem.

The proposed use will result in more concrete and asphalt than what the current zoning permits. This will result in greater run-off of rainwater into a wastewater system built to serve residential use.

10. The proposed change will reduce light and air to adjacent areas.

The bulk and massing of the proposed buildings will reduce prevailing easterly (ocean) breezes through the site reducing the benefit such air circulation provides to the residential neighborhood across 18th Avenue.

11. The proposed change will adversely affect property values.

The proposed use will make it less likely to sell/buy a house in the adjacent neighborhood, this will reduce property values.

12. The proposed change will be a deterrent to the improvement or development of adjacent property.

Homeowners will be less likely to make significant improvements to their property. Demolition of existing housing and replacement with new housing will be less likely to occur.

13. The proposed change will constitute a grant of special privilege.

Spot-zoning goes against the rules of proper zoning practice.

14. There are no substantial reasons why the property cannot be used in accordance

with the existing zoning.

More than half of the City of Opa-locka is zoned industrial or with zoning compatible to industrial. There is no need to spot zone this parcel from residential to industrial.

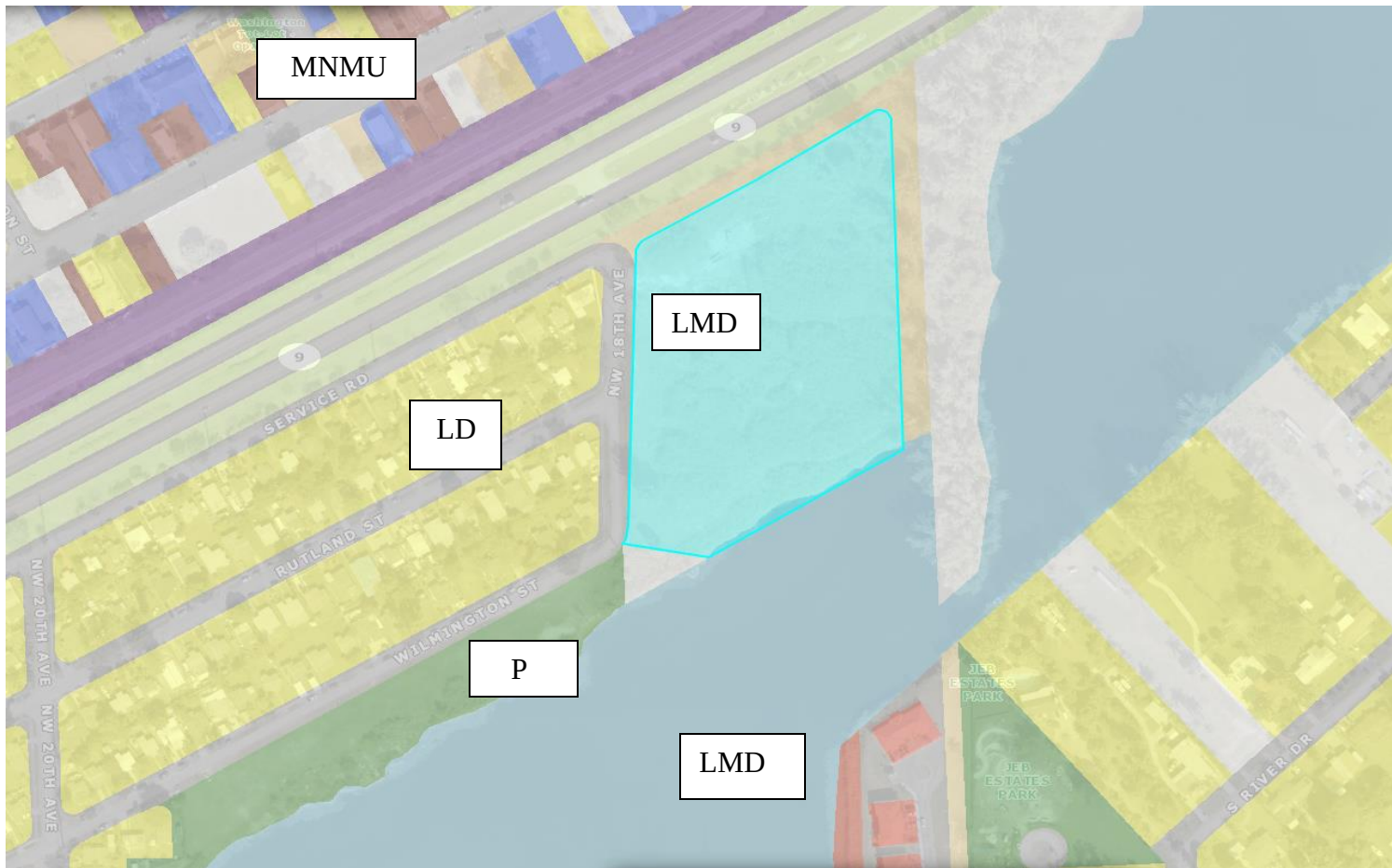
15. Whether the change suggested is out of scale with the surrounding neighborhood.

The two warehouse buildings proposed are out of scale with the single-family homes in the neighborhood across 18th Avenue.

16. It is possible to find other sites already zoned permitting the uses(s) requested.
More than half of the City of Opa-locka is zoned industrial or with zoning compatible to industrial.

17. The proposed rezoning would meet all other regulations.

Surrounding Land Use Designation Map The Site is highlighted in image.



Legend

 Low Density Residential [0-9 DU/AC]	 Parks and Recreation
 Low-Medium Density Residential [9-18 DU/AC]	 Public Buildings/Facilities
 Moderate Density Residential [18-30 DU/AC]	 Semi Public
 Commercial	 Utilities
 Industrial	 Streets
 Airport	 Water
	 Transit Oriented Development Overlay

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial/Residential	Commercial/Residential	B-O to B-2/ R-1 R-2
South	Residential	Residential	R-TH
East	N/A	N/A	N/A

West	Residential	Residential	R-1
------	-------------	-------------	-----

- **General Character / Neighborhood Compatibility:** The proposed development use will not be in harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

**DOES NOT
COMPLY**

- **Findings:**

- The proposed development use "Retail Furniture Showroom with a Furniture Manufacture/Assembly Warehouse and Storage Facility and Business Office" is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at 21,215 square feet. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.

- **Findings:**

- The Applicant may install a fence or a wall in accordance with the LDR.

- **Future Land Use:** Industrial (Communications, water and sewer facilities, electrical as needed).

- **Findings:**

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

**DOES NOT
COMPLY**

- **I-1 (Light Industrial) Permitted Uses:** Project Specific: *Construction of a Commercial, Retail, Manufacturing & Assembly Warehouse with Storage and Office Facilities*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-1 (Liberal Industrial) zoning district would permit this use, however this change is not compatible with the zoning of the proximal zoning district. This request is for Land Use Change from Residential to Industrial; Zoning Change from R-TH to I-1.

**DOES NOT
COMPLY**

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.

- **Findings:** The Planning and community Development Department has received two signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

C. **Project Need Assessment / other Required Approvals**

1. Small Scale Comprehensive Plan Amendment Request 2. Rezoning Request 3. Site Plan Review
4. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, February 6, 2024

D. **Development Review Committee (DRC): *Meeting Review Comments***

1. **Capital Improvement Project (CIP):**

- Stormwater Best Management Practices need to be incorporated according to EPA Industrial Standards
- No Tree Planting on the ground to avoid water infiltration.
- The Stormwater Pollution Protection Plan must contain a narrative evaluation of the appropriateness of stormwater management practices that divert, reuse, or otherwise manage stormwater runoff to reduce the discharge of pollutants into the lake.
- The required measures will need to be highly site-specific due to the conditions of the area. Vegetative swales are not an option, collection, and reuse of stormwater, inlet controls, and wet retention measures that incorporate treatment like granular activated carbon and nutrient separating baffle box for each outfall could be used.

2. **Building:**

- N/A

3. **Police:**

- N/A

4. **Community Redevelopment Agency (CRA):**

- Rezoning of the parcel from Residential Townhouse to Light Industrial and the construction of two buildings to house showroom, office space, product retail, product manufacture and assembly and storage uses would conflict with the Opa-locka Community Redevelopment Plan goal for the site.

The Community Redevelopment Plan seeks to explore mixed use redevelopment of the property. In concert, the City has expressed an interest in developing town homes and providing a public boardwalk along the lake. A hotel, lakefront restaurant, public plaza, and town homes are envisioned for the property.

The Opa-locka Community Redevelopment Agency would work with the property owner and City to evaluate site readiness needs and increased level-of-service demands on Magnolia Garden's streets that will occur from redevelopment. Brownfield remediation funds and other financing solutions will likely need to be organized if the property will be fully redeveloped as envisioned by the City.

5. **City Manager's Office (CMO):**

- N/A

6. Code Enforcement:

- Landscape plants should be low maintenance “Florida Friendly” species.
- Landscape plants should be installed at the appropriate time in the site build out process. Planted too early may risk lack of maintenance/watering and possibly jeopardize the growth of the plants.

7. City Attorney’s Office:

- Development Agreement under review

8. Public works:

- Proposed development requires encapsulation or remediation.
- The project does not demonstrate total encapsulation, with adequate mitigating controls, of the known contaminants at the site.
- No pervious surface should be allowed on site. Drainage plan does not demonstrate any pretreatment structures for the treatment of outfall discharge.
- Water and sewer conveyance should be in an impervious trench to eliminate the risk of contamination during maintenance or repair.
- A retaining should be built such that treated run off flows to Lake Ingram, and thereby to Biscayne Bay.
- Green spaces are pervious, this will contribute to further contamination of the adjacent body of water, greenery should only be allowed in individual pots or impervious concrete vaults that are connected to a conveyance stormwater management system to provide adequate drainage. This includes plant materials proposed to be in the public right of way.
- After redevelopment, the site will require on-going treatment of stormwater runoff.

9. Inter-jurisdictional Review:

- N/A

E. Staff Recommendation:

Staff recommends denial of this Comprehensive Plan Amendment to the Future Land Use Map because the proposed use of the site is not in harmony with the residential neighborhood.

F. Attachments:

- Ordinance, Application, Neighborhood Petitions, Applicant's Narrative

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Randall Robinson, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Economic Development	Solomon Bankole, Manager	
Approved by	Gregory D. Gay, Director Planning and Community Development	

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2024-03-19-01,

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OR DENIAL OR APPROVAL WITH CONDITIONS OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY_RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby

a. APPROVED ☐ DATE: March 19, 2024

b. DENIED ☐ DATE: March 19, 2024

c. NOT DETERMINED ☐ until additional consideration at the regular meeting to be held on__ / __ / __

- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:

a.

b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MARCH 19, 2024, 7:00 P.M.

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 7:05 p.m. on March 19, 2024.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

ROLL CALL

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Audrey Dominguez, Board Member Dawn Mangham, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Booker, and City Manager Darvin Williams.

INVOCATION

Chair Guerrero gave the Invocation.

PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

APPROVAL OF MINUTES

None.

PUBLIC HEARING:

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OR DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE**

MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Planning and Community Development Director Gregory Gay stated that this Item proposes a change in land use for the subject site, which is located on the City's eastern edge. The property is currently zoned for residential use with a mixed-use overlay. The property owners hope to change its zoning at a future meeting.

City Manager Darvin Williams advised that the City Commission had recommended he attend Planning and Zoning Board meetings when available in order to provide the City's perspective on some items before they come to the Commission. He explained that the Item addresses one of the only waterfront properties in Opa-locka, which is surrounded by a town home housing development, single-family residential homes, and the Sailboat Cove community. The proposed zoning change is to industrial use for a warehouse.

City Manager Williams noted that the proposed warehouse mixed-use development would be surrounded by residential homes. In addition, some of the properties adjacent to the subject site are owned by the City, which hopes to develop those parcels for residential use.

Robert Holland, 3250 NE 1st Avenue, Miami, representing the Applicant, stated that the Application was filed in October 2023 and initially scheduled to be heard by the Planning and Zoning Board in November.

The Application proposes a land use change for the purpose of constructing a warehouse development, although Mr. Holland advised that this would not be a traditional warehouse district. The Applicant is a nationally recognized furniture store which hopes to relocate its headquarters to Opa-locka for retail and distribution. The request before the Board today is for a Comprehensive Plan amendment, to be followed by a zoning amendment, Site Plan review, and development agreement in the future.

Mr. Holland described the subject site as a "dumping ground" for several years, resulting in significant environmental issues. The current owner purchased the site and has attempted to remediate it for several years. Soil damage on the property extends to a depth of 40 ft., which means it could not be used for residential development.

A number of environmental studies have been conducted on the site and an Environmental Site Assessment Plan has been prepared on behalf of the City. The scope of work for this Plan included ground-penetrating radar, testing and observation of the soil excavation pit, advanced soil borings, and brownwater monitoring. The report

identifies the extent to which the site would need to be remediated for either residential or commercial/industrial development.

Mr. Holland recalled that the City Manager had indicated the City hoped to bring mixed-use commercial and residential development to the site; however, the contamination on the site would make it unusable for residential development.

Board Member Hibbert Smith arrived at 7:17 p.m.

Mr. Holland continued that in 2019, development of the subject property for affordable housing was considered; however, the environmental assessment of the site determined that this was not suitable. Other past proposals included development of a hotel, affordable housing by a different developer, residential homes, and a water park. In each case, environmental assessments showed the site was not appropriate for those developments.

Mr. Holland stated that the Applicant, Modani Furniture, is considering moving its headquarters from the city of Aventura to Opa-locka. They would provide commercial/retail mixed-use with a showroom and distribution centers.

Mr. Holland showed a rendering of the proposed site, stating that the front building on the site would be Modani retail and distribution facing State Road (SR) 9. The only entry point into the development is located away from the surrounding residential portions, with a required buffer and wall on the western side. He also pointed out that the City hopes to develop a waterfront parcel for residential use, which would not be inhibited by the proposed mixed-use development.

Mr. Holland also showed views of the rear of the site, which he described as recreational, possibly with indoor sports facilities or playgrounds. The Applicant would rent these spaces to the community. Modani Furniture also proposes to offer a 10% discount to all Opa-locka residents on furniture purchases, and to hire employees from the Opa-locka community.

Mr. Holland continued that another proposal would be gateway signage on SR 9 to welcome the public to Opa-locka. The Applicant has already spoken with the Florida Department of Transportation (FDOT) regarding an access point to the site from SR 9. He emphasized the Applicant's dedication to bringing jobs to the City. He concluded that the Applicant would work on the site's design with City Staff.

Chair Guerrero asked if the entrance would be from SR 9 only and would not include a service road. Director Gay clarified that the service road will continue to end at its current location. Mr. Holland noted that a residential area is buffered from any road or vehicular access. The Applicant can also create bays of varying sizes for recreational uses.

Board Member Dominguez requested clarification of the difference between environmental requirements for residential and commercial development. Mr. Holland noted that non-residential development is more likely to be capped by asphalt and would not have areas in which individuals are exposed directly to contaminated soil or grass. Buildings would be constructed of concrete with solid floors, and most activities would occur in those buildings. The Applicant would still be required to remediate environmental concerns for commercial/industrial use.

Board Member Dominguez also noted that the proposed use could create drainage issues and result in more concrete and asphalt than permitted under current zoning. It could cause more rainwater to drain into the wastewater system built to serve nearby residential uses. Mr. Holland stated that all developments of the proposed site must be approved by the Florida Department of Environmental Resources Management (DERM); in addition, all rainwater must be captured on the site. No runoff is anticipated into the wastewater system or the lake, as the site must connect to the sewer system.

Board Member Dominguez also asked a question regarding excessive traffic to and from the site near the residential areas. Mr. Holland reiterated that the site will be buffered by heavy landscaping, and pointed out that the roadway already sees significant traffic. He again emphasized that the Applicant would bring jobs to the community, resulting in increased traffic. He asserted there would be no level of service issues on the roadway.

Board Member Dominguez expressed concern regarding spot zoning, as the area is labeled for residential use. Mr. Holland replied that the site was originally zoned commercial/industrial before its zoning was changed to residential, and the commercial/industrial use had contributed to the toxic contamination on the site.

City Manager Williams stated that he wished to provide rebuttal on behalf of the City to the Applicant's presentation, including the concerns raised by Board Member Dominguez. While there are serious environmental concerns with the site, he pointed out that the property's environmental condition was first abated with the use of grant funds to clean up the site. He felt the site would not be cleaned up appropriately without the use of brownfield grant funds.

City Manager Williams continued that the subject property, while valued at \$4.5 million, was purchased for \$500,000 due to its contamination. While residential development of the site might be prohibitively expensive for a private owner, he asserted this was not the case for a city. He also noted that contaminants will still exist under the ground whether the site is zoned for residential or industrial use; the difference is that an industrial use would place a cap on top of the contaminants.

City Manager Williams also observed that the Applicant would still be required to go through DERM procedures to address the underground contaminants and ensure they do not enter the County's stormwater system. He advised that this has not yet been addressed by the Applicant.

City Manager Williams emphasized that the proposals presented by Mr. Holland's presentation have not been provided in writing: there is no development agreement for the site, or a Site Plan, at this point.

City Manager Williams stated that he did not believe the question in this case was one of jobs, but of whether the residents in the nearby single-family homes would want to live near the proposed project.

Mr. Holland asserted that while in most cases all applications related to the subject property, including Site Plan and development agreement approval, would normally appear on the same agenda, only a single application is before the Board today, as three other applications were "left off." He stated that this was due to the City's process.

With regard to the environmental concerns on the site, Mr. Holland continued that whether plans are for residential, commercial, or industrial development, any type of development requires that these concerns be addressed before it can proceed. He continued that the Application represents the highest and best use of the property, reiterating that it has been under contract many times before now. He also noted that the jobs to be created on the site will be part of the development agreement when it comes before the Board.

Mr. Holland concluded by emphasizing again that the subject property could not be developed for residential use due to the contaminants on the site.

A question was asked regarding whether or not a wall could be constructed on the western side of the site. Mr. Holland confirmed that a wall could be added as well as landscaping, and noted that the lighting could be directional to prevent it from shining on the nearby residential properties.

It was also asked if all other possibilities of the site's highest and best use have been fully explored. City Manager Williams stated that the City offered to purchase the subject property from its owners at nine times its value; however, the agreement was rescinded and the owners chose to go in a different direction. He asserted that the City's goal is to clean up the land rather than to cap its contaminants.

Mr. Holland stated that this was not accurate, noting that the City had reached out to the property owner to explore the possibility of purchasing it. The City had not, however, provided the owner with a letter of intent.

It was asked what the City would have done if it had purchased the land. City Manager Williams replied that the City would have applied for brownfield grants to address the contamination on the site. This process could also be undertaken by the current property owner.

Elliot Stone, 11900 Biscayne Boulevard, property owner, advised that the City and County have been aware of the environmental contamination on the site for the past 30 years, but have not taken steps to address it. The owner's business plan included cleaning the site so it could be developed. He advised that in 2016, he had spent over a year negotiating settlements with the City and County to close on the site, but had been unable to settle on fines to be paid for Code Enforcement violations.

Mr. Stone continued that an agreement was settled with the County to clean the subject property, and the City had received federal grant funds for environmental work on the site. All work on the site has been done according to federal guidelines, including fencing the site, cleanup of toxic materials, and posting that the site included contaminants. He asserted that cleaning has been underway on the site for five years and the site is now developable; however, due to the environmental concerns, no residential development has been done.

Mr. Stone continued that the drainage issue on the site has been addressed, although it has not been approved by the County because no Site Plan has been reviewed for the site thus far. He concluded that it is a misrepresentation that the City has ever had an agreement with him for the subject site, reiterating that no letter of intent has been provided by the City.

It was asked what the owner's initial intent had been for the site. Mr. Stone replied that he had wanted to clean up the site and sell it for development. He felt the proposed use would be positive for the City of Opa-locka, as the site is located on the City's boundary.

City Manager Williams stated that the owner had entered into a verbal agreement with the City to sell the property for \$4 million, but had later changed the asking price to \$4.5 million. He continued that he had informed the property owner that the purchase would have to go before the City Commission for approval, but the owner was not willing to wait until the agreement could go to the Commission. It was clarified that the current offer on the site is for \$4.7 million.

Clarification was also requested regarding the cost of cleanup of the site. Mr. Stone stated that even if the site is cleaned to a level that will permit development, contaminants will still remain in the soil. City Manager Williams characterized the amount of \$20 million for cleanup as a "guesstimate," as no such cost estimate has been presented to the City. He explained that the owner has indicated that \$2 million has already been spent on cleanup.

City Manager Williams continued that the City offered the \$4 million market rate value for the site, but declined to match the offer for \$4.7 million.

Director Gay advised that the subject property is located within the City's Community Redevelopment Agency (CRA) area, which provides additional opportunities for its cleanup. The City has been aware of the property's status as a brownfield site, and of the challenges related to its redevelopment. He pointed out that a mixed-use overlay district was applied to the site to allow for a variety of potential uses.

Director Gay continued that the City had responded positively to the idea of this type of development at the City's gateway. He added that many brownfield sites throughout the United States have residential and mixed-use development on them, citing Dania Point and Midtown Miami as nearby examples. He concluded that Staff would like to make a presentation at this time in order to move the Item forward.

Zoning Official Gerald Lee of the Planning and Community Development Department advised that the owner of the subject property has complied with DERM requirements for cleanup and has worked with the City. The City's view of the site is that although it is on the eastern edge of the City, it is proximal to residential uses on all sides, including the waterway side. The City wishes to protect the property and ensure it is compatible with existing development.

Zoning Official Lee continued that the Applicant proposes to construct a commercial and an industrial building on the site. The City's intent is not to proceed with industrial development next to residential development. He described the proposal as spot zoning, stating that the City would prefer residential/commercial development at the site.

Zoning Official Lee addressed the requested land use change, showing a rendering of the land uses proximal to the subject property, which include low-density residential, a park, and townhouses. Even if access to the proposed development would be limited to SR 9, the site's use would still be commercial mixed-use next to existing low-density residential.

Zoning Official Lee continued that the proposed development is not harmonious with the general character of the surrounding neighborhood and its uses. According to the City's Comprehensive Plan, the proposed project should be located within the City's industrial land use area. The City does not agree with changing the site's land use to industrial when it is surrounded by residential development.

Zoning Official Lee also addressed stormwater management on the site, noting that there are contaminants which have not been removed from the site and would instead be capped. The City requests complete remediation and removal of contaminants from the site. The stormwater pollution protection plan for the site must include a narrative evaluation of the appropriateness of the site's stormwater management processes, and

required measures must be site-specific due to the condition of the site's swales. Even on the property's edges, waters cannot flow away from the property site. There is also a danger of leaching of underground contaminants which have been capped rather than removed.

Zoning Official Lee explained that the City's motivation for opposing the change in use from residential to industrial is because they would like to see the Applicant deal with the underground contaminants rather than only capping them. He continued that the change in use would also be in conflict with the Opa-locka CRA Plan for the site. The CRA Plan seeks to explore other opportunities for how the subject property should be dealt with. The CRA also provides opportunities for partnerships to improve the property.

Zoning Official Lee advised that the City's Public Works Department has also reviewed plans for the site and determined that the proposed development would require resolution of the contaminants on the site. The proposed drainage plan for the site does not include any pre-treatment structures to contain the contamination. After redevelopment, the site would require ongoing treatment of the stormwater runoff.

Zoning Official Lee concluded that Staff recommends denial of the requested Comprehensive Plan change, as the City would like the contamination on the site to be addressed rather than capped.

It was asked if the Applicant would have had to go through the same processes, including Planning and Zoning Board and DERM approvals, if residential development was proposed for the site. It was also asked why the City would have been satisfied with development of a hotel on the site, but not the proposed use. City Manager Williams clarified that no hotel has been contemplated by the current City administration, recalling that it had been proposed in 2017-2018. He further clarified that the issue is compliance with the City's laws and regulations.

Mr. Holland asserted that the site differs from the other Florida brownfields mentioned above, as it would require total remediation of contamination before development could occur. He reiterated that the land cannot be residentially developed, and that commercial/industrial redevelopment is the highest and best use for the property.

It was asked if a condition could be attached to approval which would hold the Applicant responsible for clearing the contamination from the site. City Manager Williams explained that the purpose of requesting a zoning change is to bypass the requirements to clean the contamination to an extent that would allow residential development.

City Manager Williams also stated again that he did not believe any private developer alone would be able to clean the site to the extent the City would like to see. He added that his stance as a City Manager is business-friendly.

It was asked if the City would be able to address the contamination on the subject property. City Manager Williams advised that there are ways to clean contaminated properties, including brownfield grants.

At this time Chair Guerrero opened the public hearing. As there were no individuals wishing to speak on this Item, Chair Guerrero closed the public hearing and brought the discussion back to the Board.

Board Attorney Pam Booker clarified that the request before the Board is not rezoning of the property, but a land use change. If this Application goes forward to the City Commission for approval, other related applications, including rezoning, Site Plan approval, and a development agreement, would come before the Planning and Zoning Board at a later date.

Attorney Booker further explained that the Board is tasked with making a recommendation to the City Commission regarding the requested land use change. The Board's charge includes determining when it is appropriate for the Opa-locka community to make a land use change.

Motion made by Board Member Dominguez, and duly seconded, to deny the request for the land use change. In a roll call vote, the **motion** passed 3-2 (Board Members Hibbert Smith and Mata dissenting).

2. AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE APPROVAL OR DENIAL OF A REQUEST TO CLOSE, VACATE AND ABANDON THE ALLEYWAY BETWEEN THE TWO PROPERTIES TO THE NORTH IDENTIFIED BY FOLIOS 08-2121-005-0320 AND 08-2121-016-0060 AND THE TWO PROPERTIES TO THE SOUTH IDENTIFIED BY FOLIOS 08-2121-004-1300 AND 08-2121-004-1290, FOR THE CONSTRUCTION OF A SEVEN STORY, 89 UNIT, MULTI-FAMILY MIXED-USE APARTMENT BUILDING ON THE FOUR VACANT PARCEL SITE AT 125 PERVIZ AVENUE, 111 PERVIZ AVENUE, 103 PERVIZ AVENUE, 100 PERVIZ AVENUE IN THE B-2 ZONING DISTRICT AND WITHIN THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT; PROVIDING FOR APPROVAL; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay explained that the Applicant in this case is Florida Residential Solutions LLC, which possesses three properties that share an alleyway which bifurcates two of the properties. The Application requests vacation of the alleyway in order to allow the Applicant to develop their properties.

Oscar Robayna, 5723 NW 158th Street, Miami Lakes, civil engineer and land surveyor for the Applicant, stated that this Item was “skipped over” when the subject properties came before the Planning and Zoning Board. There are no utilities within the alleyway.

It was clarified that the alley is a public right-of-way which is owned by the City. Mr. Robayna advised that the closure of alleyways is not uncommon, and there are no costs or purchases associated with the request.

Zoning Official Lee explained that the proposed development includes four properties, one of which is owned by the City. The alley is located between properties on the eastern edge of the parcels. The alley must be vacated in order for the proposed development to be constructed over it.

Zoning Official Lee further clarified that there may or may not be a small charge for the vacation of the alleyway. The proposed development on the site will be 60,300 sq. ft. The Site Plan includes 193 parking spaces. He recalled that the Board has already recommended approval of the project’s Site Plan. Staff recommends approval of the Application.

City Manager Williams also stated that the City is supportive of the Application.

At this time Chair Guerrero opened the public hearing. As there were no individuals wishing to speak on this Item, Chair Guerrero closed the public hearing and brought the discussion back to the Board.

Attorney Booker advised that the City’s Code requires an appraisal of the fee for abandonment of a right-of-way.

Zoning Official Lee stated that there has not yet been appraisal of the subject property, as the vacation of the alleyway represents the first step in that process. He recalled that in the past, the assessment of the value of the vacated property has been determined and was a part of the final sale of the property.

Attorney Booker suggested that if the Board wished to include direction regarding the fee and appraisal of the property, they could make it a condition of any motion they may make.

Motion made, and duly seconded, to approve with the condition as stated by the Attorney. In a roll call vote, the **motion** passed unanimously (5-0).

ADJOURNMENT

The meeting was adjourned at 8:47 p.m.



The Great City of Opa-locka

Gregory D. Gay, Director
Planning and Community Development

305-953-2868
Fax: 305-953-2870

February 29th, 2024

Hope Calhoun, Esq.
Partner
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432

RE: Zoning and Land Use Change – Cuyahoga Site 1700 Service Road

Attorney Calhoun,

The Planning and Community Development [PCD] staff have reviewed the request for Zoning and Land Use change along with the Site Plan and Development Agreement for the proposed Modani Project to be built on the Cuyahoga Site at 1700 Service Road. PCD staff recommends denial for these four items [Comprehensive Plan-Land Use Change, LDR-Zoning Code amendment, Site Plan and Development Agreement] to be presented to the PZAB and City Commission. This recommendation is stated within the PZAB staff report.

Historical Background

The Cuyahoga Site is a 7.58-acre Brownfield Site on the east side of the City of Opa-locka. The site was acquired by Mr. Elliott Stone and Mr. Reese Stigliano of **Castle Opa LLC** in March of 2018 for \$475,000. The property had liens of more than \$1.6 million which was mitigated to approximately \$195,000.00 between December 2018 and June 2019. From 2018 to 2021, the site was cleared of overgrown brush and evasive trees. The site was tested for contamination and is in its final stage of remediation review. The land use for this site is Low-to-Moderate Density Residential and the zoning is R-TH Residential Townhouse. The Site is also zoned for Corridor Mixed Use Overlay to allow commercial/mixed use multifamily development. The Cuyahoga Site is waterfront on the south and west side and is surrounded by mostly single-family housing to the west and east [Unincorporated Miami-Dade County], Townhouse development to the south, and a few apartments complexes to the east outside of the City limits.

The City of Opa-locka assisted Castle-Opa LLC in the environmental assessment of the Cuyahoga Site with a grant received from the USEPA. A Phase I Environmental Assessment Report was generated by Terracon Engineering in June 2018. Between 2021 and 2022, after the site was tested for contamination, the Castle-Opa development team reached out to several developers to form a JVP. After most development saw the brownfield assessment report, they opted out of the JVP due to the high level of contamination found on the site and high cost to mitigate for residential development. Natural decontamination of the site would take decades to occur. After a couple years of searching for development partners, Castle-Opa decided to forgo residential development opportunities. Due to the high level of contamination found on the site and high cost to mitigate for residential development, the development began to seek commercial and industrial JVP. The development team stated that the cost for mitigation and removal of the contamination for these uses was lower and easier to achieve.

The Cuyahoga site is presently under contract for acquisition as of June 2023 by a new potential ownership, **Modani Furniture Company**. The new development team seeks to build a furniture manufacturing and retail facility and has prepared a proposal for commercial/industrial development. The

new development team seeks to acquire the property under the conditions the present owners began the submission process for zoning and land use change of the site. The zoning and land use change is necessary for the site to be mitigated and cleaned up at a lower level for commercial and industrial uses.

The City of Opa-locka/OCRA prefers the site to be developed as a residential or commercial/mixed use multifamily development. This was referenced in the 2011 Opa-locka Community Redevelopment Agency Plan which was adopted in 2012/2013. The City was willing to participate in a Public Private Partnership [3P] with Castle Opa, LLC for the site to qualify for federal grant funds the City of Opa-locka would apply for to mitigate the cleanup for residential development. The City is also seeking propositions of development opportunities for residential development on a City owned waterfront site adjacent to the Cuyahoga Site. The City Administration believes residential or mixed-use development would be more harmonious with the surrounding community. The City did an appraisal on the property in February of 2023. The final conclusion of value was **\$6,270,000.00**.

Therefore, the PCD staff recommends denial of these items. If you have any questions or concerns, please advise.

If you have any questions, please contact a member of my staff at 305-953-2868 x-1501.

Thank you for helping us make our City Great!

Sincerely,

A handwritten signature in black ink, appearing to read 'GDG', with a long horizontal flourish extending to the right.

Gregory D. Gay, Director

cc. Darwin Williams, Interim City Manager
Burnadette Norris Weeks, Esq., City Attorney
Joanna Flores, City Clerk
Gerald Lee, Zoning Official/Planner