



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

11

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 5/16/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: _____ Router Name: _____ Ext: _____

Department: FIN-Procurement Router Name: Matthew Eaton Ext: 5141

Commission Mtg. Date: 5/6/2025 CAM #: 25-0410 Item #: CP-6

Document Title:

Agreement - Meeting Minutes Services - Citywide (ITB 424-1; Prototype, Inc.)

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ No

Is the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1

Attorney's Name: Gabrielle Bush Approved as to Form: ☒ Yes ☐ No Initials: GB

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: 5/21/25

3) CITY CLERK OFFICE (CCO): Clerk Initials: WAY # of originals: 1

Routed to Dept/Charter Ofc.: _____ Date: 05/21/25

4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 5/22 CMO LOG #: MAY/105

TO ACM/AcACM: ☒ S. Grant ☐ A. Fajardo ☐ B. Rogers, ☐ C. Cooper ☐ L. Reece Date: 6/23/25

Comments/Questions _____

ACM/AcACM Initials: [Signature] for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: _____, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: _____ Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: FIN-Procurement *Name: Matthew Eaton Contact # 954-828-5141

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☐ No Original form route to CAO



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0410

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: May 6, 2025

TITLE: Motion Approving an Agreement for Meeting Minutes Services - Citywide –
Prototype, Inc. - \$211,954 - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission approve an agreement for meeting minutes services - citywide, in substantially the form attached, with Prototype, Inc., for an initial two (2)-year term in the amount of \$211,954, and authorize the City Manager to approve three (3) additional one (1)-year renewal options for an estimated annual renewal amount of \$105,977, for a potential total contract amount of \$529,885, contingent upon appropriation of funds.

Background

The City has 35 boards and committees currently serviced by an existing contract for meeting minutes services. These boards and committees generate approximately 352 meeting hours annually. Under the new contract, in addition to providing meeting minutes, this contractor shall attend meetings, provide assistance in ensuring that public records from the meetings are accurate and complete, and record member attendance, motions and votes.

On February 5, 2025, the Procurement Services Division issued Invitation to Bid (ITB) No. 424-1 for Meeting Minutes Services - Citywide. On February 21, 2025, the following two (2) bids were received in response to the ITB:

1. Prototype, Inc.
2. The Business Banq LLC

Prototype, Inc. (Prototype) is the current incumbent meeting minutes services provider and was awarded its first contract by the City for these services in 2016.

Prototype indicated its status as a Class 2 Disadvantaged Business Enterprise (DBE). The bid submitted by Prototype met the solicitation requirements and Prototype has been deemed the low, responsive, and responsible bidder. Therefore, Prototype is recommended for award.

Resource Impact

Funds for this agreement for FY 2025 in the total amount of \$26,160 are available in the accounts listed below.

Funds available as of April 28, 2025					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-3010-515-30-3210	Urban Design & Development	Clerical Services	\$431, 843	\$261, 726	\$3,927
10-140-3101-524-30-3210	Building Services	Clerical Services	\$3,275,367	\$1, 196,864	\$4,071
10-001-3020-524-30-3210	Community Inspections	Clerical Services	\$198, 088	\$88, 594	\$7,017
20-101-1530-552-30-3210	NFP Redevelopment	Clerical Services	\$848, 769	\$350, 920	\$1,617
20-102-1520-552-30-3210	Central City Redevelopment	Clerical Services	\$275, 048	\$76, 997	\$231
10-001-2302-513-30-3210	Division of Budget/CIP Grants	Clerical Services	\$257, 136	\$34, 482	\$1,588
10-001-6060-575-30-3210	Marine Facilities Administration	Clerical Services	\$223, 167	\$87, 970	\$837
10-468-1460-542-30-3210	Executive Airport	Clerical Services	\$3,351,573	\$1,819,245	\$1,530
10-530-7050-539-30-3210	Project Management Administration	Clerical Services	\$191,843	\$39,785	\$751
10-450-7101-536-30-3210	Utilities Engineering Operations	Clerical Services	\$2,746,638	\$2,047,792	\$2,483
10-001-7040-537-30-3210	Sustainability Operations	Clerical Services	\$487,367	\$265,079	\$2,108
TOTAL AMOUNT ►					\$26,160

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Business Growth and Support Focus Area
- Goal 6: Build a diverse and attractive economy.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are United.

Attachments

Exhibit 1 - Solicitation

Exhibit 2 - Bid Tabulation

Exhibit 3 - Agreement

Prepared by:

Glenn Marcos, Chief Procurement Officer, Finance
David Clemente, Assistant Procurement Manager, Finance
Camille Minott, Assistant City Clerk IV, City Clerk's Office
Matthew Eaton, Senior Administrative Assistant, Finance

Department Director:

Linda Short, Finance

Charter Officer:

David Soloman, City Clerk's Office

details

File #: 250410 Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving an Agreement for Meeting Minutes Services - Citywide - Prototype, Inc. - \$211,954 - (Commission Districts 1, 2, 3 and 4)

Mover: Ben Sorensen Second: Steven Glassman

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

consent votes (5:0)

5 records Group Export

Person Name	Vote
<u>Steven Glassman</u>	Yea
<u>Pam Beasley-Pittman</u>	Yea
<u>Ben Sorensen</u>	Yea
<u>John C. Herbst</u>	Yea
<u>Dean J. Trantalis</u>	Yea



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

Detail by Entity Name

Florida Profit Corporation

PROTOTYPE, INC.

Filing Information

Document Number P02000101480
FEI/EIN Number 02-0644688
Date Filed 09/19/2002
State FL
Status **ACTIVE**
Last Event AMENDMENT
Event Date Filed 06/28/2018
Event Effective Date NONE

Principal Address

6339 BAY CLUB DR. #4
FORT LAUDERDALE, FL 33308

Changed: 06/28/2018

Mailing Address

6339 BAY CLUB DR. #4
FORT LAUDERDALE, FL 33308

Changed: 06/28/2018

Registered Agent Name & Address

TAYAR, LISA G
6339 BAY CLUB DR. #4
FORT LAUDERDALE, FL 33308

Name Changed: 06/28/2018

Address Changed: 06/28/2018

Officer/Director Detail

Name & Address

Title Director

EDMONDSON, DALE J
57 Arrowhead Court
Dillon, CO 80435

Title P

TAYAR, LISA G
6339 BAY CLUB DR. #4
FORT LAUDERDALE, FL 33308

Title D

TAYAR, MICHAEL A
6339 BAY CLUB DR. #4
FORT LAUDERDALE, FL 33308

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2024	02/09/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
01/14/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
04/02/2019 -- ANNUAL REPORT	View image in PDF format
06/28/2018 -- Amendment	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
04/07/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
04/14/2013 -- ANNUAL REPORT	View image in PDF format
04/03/2012 -- ANNUAL REPORT	View image in PDF format
04/13/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
04/03/2009 -- ANNUAL REPORT	View image in PDF format
04/26/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
03/11/2005 -- ANNUAL REPORT	View image in PDF format
03/15/2004 -- ANNUAL REPORT	View image in PDF format
04/16/2003 -- ANNUAL REPORT	View image in PDF format

09/19/2002 -- Domestic Profit

[View image in PDF format](#)

Florida Department of State, Division of Corporations

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Dale J. Edmondson Title: Director Entity: PROTOTYPE, INC.

Signature: [Signature] Date: 5/12/25

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF COLORADO
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of MAY 20 25, by Dale J. Edmondson, as
Director for PROTOTYPE, INC., who is
personally known to me or who has produced CODL 11-251-037 as identification.

Notary Public Signature: [Signature]

(Notary Seal)

Print Name: Alan Gonzalez Guerra

My commission expires: 02/18/2029

ALAN GONZALEZ GUERRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254006829
MY COMMISSION EXPIRES 02/18/2029



CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of PROTOTYPE, INC.

(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Dale J. Edmondson.
(Print complete name of corporate officer/authorized representative)
2. I am an X officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: Director.
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: 

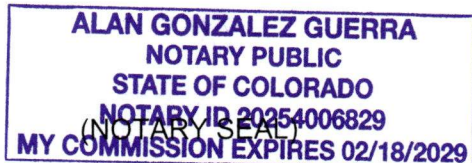
Office Address: 6339 Bay Club Drive, #4, Fort Lauderdale, FL 33308

Email Address: Lisa@Prototype-inc.com

Main Phone Number: 954-249-2177 FEIN No.: 02-0644688

STATE OF colorado
COUNTY OF summit

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 12 day of May, 2025, by Dale J. Edmondson.
(Print name of corporate officer/representative)




(Signature of Notary Public – State of colorado)

Alan Gonzalez Guerra
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced CODL 11-251-0336

**AGREEMENT FOR
MEETING MINUTES SERVICES - CITYWIDE**

THIS AGREEMENT for Meeting Minutes Services - Citywide ("Agreement"), made this 27 day of May, 2025, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 401 Southeast 21st Street, Fort Lauderdale, Florida 33316, and Prototype, Inc., a Florida corporation, ("Contractor"), whose address is 6339 Bay Club Drive #4, Fort Lauderdale, Florida 33308; Email: lisa@prototype-inc.com; Phone: (954) 249-2177, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide meeting minutes services citywide (the "Work"), and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

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

- (1) Invitation to Bid Event No. 424-1 - Meeting Minutes Services - Citywide, including any and all exhibits and addenda prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated February 5, 2025 ("Exhibit B").

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

- A. First, this Agreement dated 27 of May, 2025 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

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

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

Contractor acknowledges and agrees that neither the City's Contract Administrator nor any other person designated by the City Manager, has the authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his/her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

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

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on May 19, 2025, and shall end on May 18, 2027. The City reserves the right to extend this Agreement for three (3) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

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

C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the

circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least ten (10) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. Compensation insurance policy.
- i. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Division
401 SE 21st Street
Fort Lauderdale, FL 33316

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

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

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

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

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

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard

required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

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

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

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

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2024), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not

been resolved at the end of the retention period or three (3) years, whichever is longer, the Contractor shall retain the books, records, and accounts until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended from time to time, for CATEGORY TWO purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

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

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the

Work at all times.

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

N. Assignment and Performance

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

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

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

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

any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised.

U. Governing Law, Venue, and Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's

Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

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

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

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

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to

Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Notice

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is

intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the Parties designate the following as respective places for giving notice, to wit:

FOR CITY: City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

WITH A COPY: City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

FOR CONTRACTOR: Lisa G. Tayar
President
Prototype, Inc.
6339 Bay Club Drive #4
Fort Lauderdale, Florida 33308

FF. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

GG. Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

[THE SPACE IS LEFT INTENTIONALLY BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida municipality.

By: Rickelle Williams
Rickelle Williams
City Manager

Date: 5/27/25

Approved as to Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: Gabrielle Bush
Gabrielle Bush
Assistant City Attorney

CONTRACTOR

WITNESSES:

PROTOTYPE, INC., a Florida corporation

[Signature]
Signature

Tara Budrock
Print Name

By: [Signature]
Dale J. Edmondson, Director

[Signature]
Signature

Alan Gonzalez
Print Name

(CORPORATE SEAL)

STATE OF Colorado :
COUNTY OF Summit :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of May, 2025, by **Dale J. Edmondson** as **Director** for **Prototype, Inc.**, a Florida corporation.

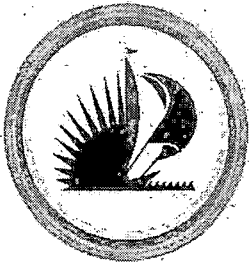
[SEAL]

[Signature]
Notary Public, State of Colorado
(Signature of Notary Public)

ALAN GONZALEZ GUERRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254006829
MY COMMISSION EXPIRES 02/18/2029

Alan Gonzalez Guerra
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification X
Type of Identification Produced CODL-11-251-0336



Event # 424-1

Name: Meeting Minutes Services - Citywide

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Minutes Services, City-Wide, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Buyer: CLEMENTE, DAVID

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 1

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 02/05/2025 02:00:00 PM

Open: 02/05/2025 02:00:00 PM

Q & A Close: 02/13/2025 02:00:00 PM

Close: 02/21/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you complete and upload the required form: Non-Collusion Statement?	Yes No	2. Non Collusion Statement 09-2022.pdf
Did you complete and upload the required form: Non-Discrimination Certification?	Yes No	3. Non-Discrimination Certification Form 09-2022.pdf
Did you complete and upload the required form: Contractor Payment by P-Card Form?	Yes No	4. Contractor Payment by P-Card Form 09-2022.pdf
Did you complete and upload the required form: Local Business Preference Certification?	Yes No	5. Local Business Preference Certification 09-2022.pdf
Did you complete and upload the required form: Disadvantaged Business Enterprise Preference Certification?	Yes No	6. Disadvantaged Business Enterprise Preference Certification 09-2022.pdf
Did you complete and upload the required form: E-Verify Affirmation Statement?	Yes No	7. E-Verify_Affirmation_Statement 09-2022.pdf

Event # 424-1: Meeting Minutes Services - Citywide

Question	Response Type	Attachment
Did you complete and upload the required form: References?	Yes No	8. References.pdf
Did you complete and upload the required form: Bid Proposal Certification Page?	Yes No	9. Bid Proposal Certification Page EPDF.pdf
Do you acknowledge that if your firm is awarded this contract, your firm will have to complete and submit the attached - Anti-Human Trafficking Affidavit Per Florida Statute 787.06 (2024), (13). Florida Statute 787.06 (2024), (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).	Yes No	10. Anti-human trafficking affidavit (EWA Rev) (003) 7.31.2024.pdf
Do you acknowledge that if your firm is awarded this contract, your firm will have to complete and submit the attached Affidavit of Compliance with Foreign Entity Laws Per Florida Statute - §287.138, 692.201, 692.202, 692.203, and 692.204	Yes No	11. CoFL-Affidavit of Compliance with Foreign Entity Laws_EPDF11-23.pdf

Attachments

Name	Description	Attachment
1. General Conditions - Rev 08-2023	1. General Conditions - Rev 08-2023	1. General Conditions - Rev 08-2023.pdf
Event 424 - Meeting Minutes Services - Citywide	Event 424 - Meeting Minutes Services - Citywide	Event 424 - Meeting Minutes Services - Citywide.pdf
Exhibit A	Exhibit A	Exhibit A.pdf

Contacts

Event # 424-1: Meeting Minutes Services - Citywide

Name

Email Address

DAVID CLEMENTE

dclemente@fortlauderdale.gov

Commodity Codes

Commodity Code

Description

961-02

Administrative Services, All Kinds (Incl. Clerical, Secreta

961-24

Court Reporting Services

961-72

Transcription Services: Academic, Braille, Legal, Medical, e

Line Details

Line 1: Detailed Summary Minutes

Description: Detailed Summary Minutes

Item: DETAILED SUMMARY MINUTES Detailed Summary Minutes

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 615.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: Late Meeting Cancellation

Description: Late Meeting Cancellation

Item: LATE MEETING CANCELLATION Late Meeting Cancellation

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 1.0000

Unit of EA

Event # 424-1: Meeting Minutes Services - Citywide

Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: Expedited Minutes

Description: Expedited Minutes

Item: EXPEDITED MINUTES Expedited Minutes

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 25.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 4: Minutes Only - Non-Attending

Description: Minutes Only - Non-Attending

Item: MINUTES ONLY - NON-ATTENDING Minutes Only - Non-Attending

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 308.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: Verbatim Minutes - At Clerk's Office Request Only

Description: Verbatim Minutes - At Clerk's Office Request Only

Event # 424-1: Meeting Minutes Services - Citywide

Item: VERBATIM MINUTES CLERK'S REQUEST Verbatim Minutes - At Clerk's Office Request Only

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 50.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Meeting Results - 48hrs

Description: Meeting Results - 48hrs

Item: MEETING RESULTS - 48HRS Meeting Results - 48hrs

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 50.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Minutes Services, City-Wide, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Assistant Manager of Procurement and Contract, David Clemente at dclemente@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

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

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

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Rev. 08-2023) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

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

2.6 Price Validity

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

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Bids / Minor Irregularities

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

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

2.12 Modification of Services

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

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website: [Formal Agreement Sample Template](#)

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale. The minutes secretary services require a minimum of five (5) years' experience in the summarization of meetings for a government entity; preferably those of similar size and capacity.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue,

Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

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

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

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

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

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

2.19.5 Definitions

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

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged

business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

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

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

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

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

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

2.20.5 Definitions

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

2.21 Protest Procedure

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

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

2.21.2 The complete protest ordinance may be found on the city's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

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

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

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

2.24 Bid Security - NA

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

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

2.26.2 The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

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

Workers' Compensation and Employer's Liability

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

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

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

2.26.4 Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Division
401 SE 21st Street
Fort Lauderdale, FL 33316

- 2.26.5** Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the

application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

- 2.26.6** If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.29 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

2.30 Damage to Public or Private Property

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

2.31 Safety

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

2.32 Uncontrollable Circumstances ("Force Majeure")

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

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

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

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

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

2.33 Canadian Companies

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

2.34 News Releases/Publicity

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

2.35 Approved Equal or Alternative Product Bids – N/A

2.36 Contract Period

The initial contract term shall commence upon date of award by the City or March 1, 2025, whichever is later, and shall expire Two (2) years from that date. The City reserves the right to extend the contract for Three (3), additional One (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is

approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments – N/A

2.38 Service Test Period

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

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

2.39 Contract Coordinator

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

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

2.40 Contractor Performance Reviews and Ratings

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

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

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

2.41 Substitution of Personnel

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

2.42 Ownership of Work

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

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

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

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

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

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.51 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City requires minutes services for the needs of various City boards and committees. These services are critical to the operation of the responsible Departments/Divisions. The minutes services consist of minutes for committees and boards, including quasi-judicial board meetings. Minutes serve as a historical, permanent public record. Additionally, the City Commission, City Staff and public rely on minutes to be informed of City business. The successful Contractor(s) must have the ability and capacity to meet the City's demand for these services, as needed. Availability, timeliness, turnaround time, and quality of work are mandatory. All services provided under this contract, except for those which are overnight or emergency services, shall be a flat fee/per service requirement, City of Fort Lauderdale, including travel time to and from the scheduled meeting, and all work products as outlined in the Invitation to Bid.

3.2 Scope of Services

The minutes secretary services will be responsible for all boards/committees requiring this service, City-Wide. See Exhibit A for the list of boards/committees.

Contractor attendance for the duration of each meeting is required, unless alternative arrangements are in the best interest of the City and approved by the City Clerk's Office/Department Liaison in advance.

The same primary Contractor personnel is preferred to be assigned to each specific board/committee, and a back-up person properly trained in the event of unavailability of the primary person. The Contractor shall provide the City with emergency telephone numbers for contact before and after regular business hours.

Minutes for meetings shall be provided to the City in an electronic document (Microsoft Word, version Office 365 that can be emailed. The meetings shall also be provided in electronic media (flash drive) if requested.

Contractor should have the capacity to provide computer aided transcription; key word indexing; and mini-transcripts, if requested.

3.2.1 Meeting Summarization:

Minutes should be a summarization with specific details. They should include:

- 3.2.1.1. Cumulative attendance, including minutes secretary's name.
- 3.2.1.2. Statement of whether a quorum has been achieved and the number of members constituting a quorum.
- 3.2.1.3. Time meeting convenes and adjourns.
- 3.2.1.4. Time a member temporarily leaves and when he/she returns or the time a member arrives late.
- 3.2.1.5. Assistant city attorney and staff opinions and direction.
- 3.2.1.6. Requests to applicants/petitioners and assistant city attorney/staff.

- 3.2.1.7. Communications to City Commission.
- 3.2.1.8. Suggestions, opinions, viewpoints in succinct form.
- 3.2.1.9. Agreements reached and, or commitments made by applicants/petitioners.
- 3.2.1.10. Brief highlights of presentations by staff, applicants/petitioners, consultants (if a slide presentation is made, the slides should be attached and substituted for narrative highlights). The minutes should indicate and identify such attachment.
- 3.2.1.11. Statements read into the record should be attached to the minutes instead of summarized. The minutes should indicate and identify such attachment.
- 3.2.1.12. Information used during the meeting that was not provided to the board/committee by staff prior to the meeting should be attached to the minutes and so indicated and identified, if needed to clearly understand any associated comments. The City Liaison shall furnish a copy of such information to the Minutes Secretary.
- 3.2.1.13. Names of public hearing or public comment speakers and brief highlights of their comments. If the speaker states that he or she is speaking on behalf of, or associated with a business or organization, this information should be reflected in the minutes.
- 3.2.1.14. Complete motion content.
- 3.2.1.15. Maker of motion, seconder, vote and names of opposing members, abstentions.
- 3.2.1.16. Memoranda of Voting Conflict forms to be completed by members who abstain from voting should be indicated as an attachment to the minutes and subsequently attached to the original minutes by the City Liaison.
- 3.2.1.17. Any clearly articulated consensus (generally noted by the chair or City Liaison).
- 3.2.1.18. Requests for clarification of agenda items and the responses thereto (self-educating) should not be included.
- 3.2.1.19. Comments from the audience where the speaker is not recognized by the chair should not be included.

The City anticipates approximately 4-5 pages per meeting hour for summary minutes.

3.3 Meetings and Communications

Contractor shall work with City Liaison to provide a sign-in log, if needed, for public hearing or public comment and presentations by consultants, applicants/petitioners.

Draft communications to City Commission shall be provided within seven (7) business days from the meeting date to the Contract Coordinator via electronic copy.

Contractor shall have the skill set, aptitude and ability to listen and take notes on issues often of a highly technical nature and then transcribe those notes in a summarized format that accurately represents and preserves the content and flow of discussion. Excellent grammatical skills, English comprehension, and vocabulary are basic requirements.

Sample minutes will be provided to each proposer. Proposers are requested to refer to this sample only in connection with this bid. The City places a high degree of importance on continuity of the same minute's secretary at each respective board/committee meeting for the following reasons:

- 3.3.1 Understanding the board/committee subject matter, as items may be continued from one meeting to the next.
- 3.3.2 Familiarity with particulars of the board/committee process and protocol set out by the chair and City Liaison.
- 3.3.3 Familiarity with those in attendance, including the Assistant City Attorneys, and various board/committee members, staff representatives, and the persons in attendance from the public and other government agencies that may frequently attend Contractor may be asked to provide a sample work product prior to award.

BOARDS AND COMMITTEES MEETINGS

Meetings are held in the business day, or evening, as outlined in the list included as Exhibit A.

Contractor may ascertain an estimate as to length of meetings by viewing previous meetings minutes on the City's website. There may be additional special meetings, as required. Due to holidays or lack of business advisory board/committee meetings may be rescheduled at the discretion of the board/committee. Contractor will be expected to service these needs, as they arise.

Meeting locations are detailed in Exhibit A under the Meeting Location column.

3.4. Minutes Acceptance and Turnaround Times

Contractor shall record all meetings with their own equipment and maintain the recording until the minutes have been approved by the board/committee.

The contractor shall submit their invoice only after submitting their draft minutes to the liaison. The City Liaison shall return the corrected "draft minutes" to the Contractor for corrections prior to submittal to the board/committee. Additional corrections, requested by the board/committee, may be required prior to final acceptance by the City.

Contractor shall provide the Contract Coordinator with "draft communications to City Commission", via electronic copy in Microsoft Word, version Office 365.

The submittal timeline shall not be more than seven (7) business days from the meeting date. Corrections to minutes are required not more than three (3) business days following the City Liaison's return to the Contractor. Corrections to communications to City Commission shall be returned to the Contract Coordinator within two (2) business days.

Contractor shall only be responsible for a final electronic version and one signed hard copy for the City Liaison.

Exact format, due dates, and meeting schedules shall be set between the Contractor and the City Liaison.

3.5. Pricing

3.5.1. Detailed Summary Minutes

- Minutes shall be provided in Microsoft Word, version Office 365.
- Minutes shall be provided to city staff within 7 days after the meeting. After 7 days and a 3rd attempt is made by city staff to obtain the minutes, there shall be a reduction of 15% percent in the final invoice.
- The City anticipates approximately 850 hours of detailed summary minutes for the various boards and committees, annually.
- Contractor must provide hourly rates to include: meeting attendance, all costs for equipment, supplies (including recording devices, if applicable), personnel, draft preparation, delivery back-and-forth of all drafts, corrected and final versions to the respective City Liaisons, invoicing and credit card invoice fees.

3.5.2. Late Meeting Cancellation

- The City will attempt to provide at least 24 hours' notice, in the event there are cancellations. Contractor must provide a firm, fixed cost for such late cancellation.

3.5.3. Expedited Minutes

- Expedited Minutes shall be provided to city staff within 48 hours after the meeting date and shall include the Communication to the City Commission if one is made by motion.

3.5.4. Minutes Only - Non-Attending

3.5.5. Verbatim Minutes - At Clerk's Office Request Only

3.5.6. Meeting Results - 48hrs

- For Quasi-Judicial Meetings, meeting results shall be provided to city staff no later than 48 hours after the meeting date and shall include the approval "Conditions".

END OF SECTION

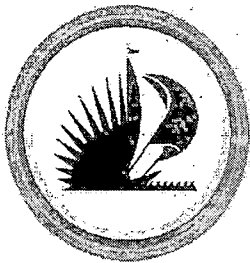
Name of Board or Committee	Week and Day	Time	Meeting Location	Average Length of Meeting (In Hours)	Annual
Affordable Housing Advisory Committee	Second Monday of the month	9:00 AM	CRA Building - 914 Sistrunk Blvd., Suite 100, Fort Lauderdale, FL 33311	2 hours	12
Audit Advisory Board	Last Thursday of the Month in January, February, April, July and October	5:00 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	5
Aviation Advisory Board	Fourth Thursday of the month	1:30 PM	FXE - 6000 NW 21st Avenue, Fort Lauderdale, FL 33309	2 hours	11
Beach Business Improvement District Advisory Committee	Second Monday of the month	1:30 PM	Fort Lauderdale Aquatic Center 501 Seabreeze Blvd., South Building, 2nd Floor, East Conference Room	2 hours	11
Board of Adjustment	Second Wednesday of the month	6:00PM	DSD - 700 NW 19th Avenue, Fort Lauderdale, FL 33311	3 hours	12
Budget Advisory Board	Third Wednesday of the month	6:00 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	3 hours	12
Cemetery System Board of Trustees	Second Thursday of every other month	3:30 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	6

Central City Redevelopment Advisory Board	First Wednesday of the month	6:00 PM	CRA Building - 914 Sistrunk Blvd., Suite 100, Fort Lauderdale, FL 33311	3 hours	12
Charter Revision Board	First Thursday of the month	5:30 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	3 hours	12
Citizens Committee of Recognition	As Needed	As Needed	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	TBD
City Attorney Search Committee	As Needed	As Needed	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	3 hours	As Needed
City Manager Search Committee	TBD	TBD	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	3 hours	As Needed
Civil Service Board	Third Friday of the month	10:00 AM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12
Code Enforcement Board	Fourth Tuesday every other month	9:00 AM	Marine Industries - 221 SW 3rd Avenue, Fort Lauderdale, FL 33312	4 hours	6

Community Appearance Board	Second Wednesday of the month	5:30 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12
Community Services Board	Second Monday of the month	4:00 PM	DSD - 700 NW 19th Avenue, Fort Lauderdale, FL 33311	4 hours	8
Economic Development Advisory Board	Second Wednesday of the month	3:00PM	DSD - 700 NW 19th Avenue, Fort Lauderdale, FL 33311	2 hours	12
Education Advisory Board	Third Thursday of the month	6:30 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	10
Fire-Rescue Advisory Committee	Second Monday of the Month	3:00PM	Fire Station 2 - 528 NW 2nd Street, Fort Lauderdale, FL 33301	2 hours	12
Fire-Rescue Facilities Bond Issue Blue Ribbon Committee	Fourth Thursday of the month	3:30PM	Fire Station 2 - 528 NW 2nd Street, Fort Lauderdale, FL 33301	2 hours	12
Historic Preservation Board	First Monday of the month	5:00 PM	DSD - 700 NW 19th Avenue, Fort Lauderdale, FL 33311	3 hours	12
Homeless Advisory Committee	Second Thursday of the month	1:00PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12

Infrastructure Task Force Advisory Committee	First Monday of the month	2:00 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12
Insurance Advisory Board	First Wednesday of the month	8:00 AM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12
Marine Advisory Board	First Thursday of the month	6:00 PM	Fire Station 2 - 528 NW 2nd Street, Fort Lauderdale, FL 33301	3 hours	11
Northwest Progresso Flagler Heights Redevelopment Board	Second Tuesday of the month	3:00 PM	CRA Building - 914 Sistrunk Blvd., Suite 100, Fort Lauderdale, FL 33311	2 hours	12
Nuisance Abatement Board	Second Thursday of the month	7:00 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	11
Parks, Recreation and Beaches Board	Fourth Wednesday of the month	6:30 PM	Fire Station 2 - 528 NW 2nd Street, Fort Lauderdale, FL 33301	3 hours	11
Planning and Zoning Board	Third Wednesday of the month	6:00 PM	DSD - 700 NW 19th Avenue, Fort Lauderdale, FL 33311	3 hours	12
Police and Firefighters Retirement System, Board of Trustees	Second Wednesday of the month	12:30PM	888 South Andrews Avenue, Suite 202, Fort Lauderdale, FL 33316	3 hours	12

Public Art and Placement Advisory Board	Third Monday of the Month	1:00PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12
Special Magistrate - (Building and Construction hearings)	Third Thursday of the month	9:00 AM	Marine Industries - 221 SW 3rd Avenue, Fort Lauderdale, FL 33312	4 hours	11
Special Magistrate - (Code Compliance)	Second Tuesday and the fourth Thursday of the month	9:00 AM	Marine Industries - 221 SW 3rd Avenue, Fort Lauderdale, FL 33312	5 hours	22
Sustainability Advisory Board	Fourth Monday of the month	6:00 PM	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	12
Walk of Fame Induction Committee	Once Yearly - Typically February	TBD	Tower 101, Suite 1100 - 101 NE 3rd Avenue, Fort Lauderdale, FL 33301	2 hours	1



Response For Supplier: Prototype Inc.

Event # : 424-1

Name: Meeting Minutes Services - Citywide

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Minutes Services, City-Wide, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Date created: February 5,
2025 2:06:40 PM EST

Preview date:

Open date: February 5, 2025
2:00:00 PM EST

Close Date: 02/21/2025 02:00:00 PM EST

Date submitted: February 7,
2025 10:32:57 AM EST

Q & A open date: February 5,
2025 2:00:00 PM EST

Q & A close date: February 13,
2025 2:00:00 PM EST

Dispute close date:

Responded To: 6 Out of 6 Lines

Total Bid Amount: 105,977.00 **Response Currency:** USD

Line Responses

Line 1: Detailed Summary Minutes

Description: Detailed Summary Minutes

Item: DETAILED SUMMARY MINUTES Detailed Summary Minutes

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical), Secreta

Quantity: 615.0000 **Unit of Measure:** EA

Bid Quantity: 615.0000	Unit Price: 117.0000	Extended Amount: 71,955.00
No Charge: No	No Bid: No	
Vendor Item: DETAILED SUMMARY MINUTES	Detailed Summary Minutes	

Line 2: Late Meeting Cancelation

Event # 424-1: Meeting Minutes Services - Citywide

Description: Late Meeting Cancellation

Item: LATE MEETING CANCELATION Late Meeting Cancellation

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 1.0000 **Unit of Measure:** EA

Bid Quantity: 1.0000

Unit Price: 117.0000

Extended Amount: 117.00

No Charge: No

No Bid: No

Vendor Item: LATE MEETING CANCELATION Late Meeting Cancellation

Line 3: Expedited Minutes

Description: Expedited Minutes

Item: EXPEDITED MINUTES Expedited Minutes

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 25.0000 **Unit of Measure:** EA

Bid Quantity: 25.0000

Unit Price: 147.0000

Extended Amount: 3,675.00

No Charge: No

No Bid: No

Vendor Item: EXPEDITED MINUTES Expedited Minutes

Line 4: Minutes Only - Non-Attending

Description: Minutes Only - Non-Attending

Item: MINUTES ONLY - NON-ATTENDING Minutes Only - Non-Attending

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 308.0000 **Unit of Measure:** EA

Bid Quantity: 308.0000

Unit Price: 85.0000

Extended Amount: 26,180.00

No Charge: No

No Bid: No

Event # 424-1: Meeting Minutes Services - Citywide

Vendor Item: MINUTES ONLY - NON-ATTENDING Minutes Only - Non-Attending

Line 5: Verbatim Minutes - At Clerk's Office Request Only

Description: Verbatim Minutes - At Clerk's Office Request Only

Item: VERBATIM MINUTES CLERK'S REQUEST Verbatim Minutes - At Clerk's Office Request Only

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 50.0000 **Unit of Measure:** EA

Bid Quantity: 50.0000

Unit Price: 6.0000

Extended Amount: 300.00

No Charge: No

No Bid: No

Vendor Item: VERBATIM MINUTES CLERK'S REQUEST Verbatim Minutes - At Clerk's Office Request Only

Line 6: Meeting Results - 48hrs

Description: Meeting Results - 48hrs

Item: MEETING RESULTS - 48HRS Meeting Results - 48hrs

Commodity Code: 961-02 Administrative Services, All Kinds (Incl. Clerical, Secreta

Quantity: 50.0000 **Unit of Measure:** EA

Bid Quantity: 50.0000

Unit Price: 75.0000

Extended Amount: 3,750.00

No Charge: No

No Bid: No

Vendor Item: MEETING RESULTS - 48HRS Meeting Results - 48hrs



NON-COLLUSION STATEMENT

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

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



Authorized Signature

Lisa G. Tayar

Name (Printed)

President/Owner

Title

2/6/25

Date



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Prototype Inc

Business Name

BIDDER'S COMPANY: Prototype Inc

AUTHORIZED COMPANY PERSON: Lisa G. Tayar *Lisa G. Tayar* 2/6/25
PRINT NAME SIGNATURE DATE



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: 424-0

Project Description:

Meeting Minutes Services - Citywide

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

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

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

Contractor/Proposer/ Bidder Company Name: Prototype Inc

Authorized Company Person's Signature: *Justin A. Taylor*

Authorized Company Person's Title: President/Owner

Date: 2/6/25



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

Business Name

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

Prototype, Inc.

Business Name

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

Business Name

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

Business Name

- (5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY:

Prototype Inc.

AUTHORIZED COMPANY PERSON:

Lisa G. Tayar

Lisa G. Tayar

2/6/25

PRINT NAME

SIGNATURE

DATE



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

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

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

Lisa G. Tayar/President-Owner

Print Name and Title

2/6/25

Date



CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

Prototype Inc

Company Name

Lisa G. Tayar

Name (Printed)

Signature

President/Owner

Title

2/6/25

Date



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name:	City of Fort Lauderdale
Address:	100 North Andrews Avenue, Fort Lauderdale, FL
Contact Person:	David Solomon
Title:	City Clerk
Phone #:	954-828-5006
Email:	dsolomon@fortlauderdale.gov
Contract Value:	\$60,000+ yearly
Year(s):	2002-present
Description:	Preparation of meeting minutes, meeting note taking

Company Name:	City of Wilton Manors
Address:	2020 Wilton Drive, Wilton Manors, FL
Contact Person:	Patricia Staples
Title:	Asst City Clerk
Phone #:	954-390-2128
Email:	pstaples@wiltonmanors.com
Contract Value:	\$12,000+ yearly
Year(s):	2015-present
Description:	Preparation of meeting minutes, meeting note taking

Company Name:	City of Boca Raton
Address:	201 West Palmetto Park Road, Boca Raton, FL
Contact Person:	Kathleen Maxwell
Title:	Deputy City Clerk
Phone #:	561-393-7743
Email:	KMaxwell@bocaraton-fl.gov
Contract Value:	\$21,500+ yearly
Year(s):	2021-present
Description:	Preparation of meeting minutes; meeting note taking

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) Prototype, Inc. EIN (Optional): 02-0644688

Address: 6339 Bay Club Drive #4

City: Fort Lauderdale State: FL Zip: 33308

Telephone No. 954-249-2177 FAX No. N/A Email: Lisa@Prototype-inc.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1

Total Bid Discount (section 1.05 of General Conditions): 0

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

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

3 hour minimum non-attending minutes only; 15 min minimum attending and interrupt attending billed into next quarter hour after 4 minutes; minutes only billed 5 minutes into next quarter hour; for clarification verbatim request is posted at a per page rate of \$50.00.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Lisa G. Tayar

Name (printed)

2/6/25

Date



Signature

President/Owner

Title