DocuSign Envelope ID: 7D67D2DC-EC37-48A1-B5A8-B63A1E8CEBF1

# CITY OF HOLLYWOOD, FLORIDA

# OFFICE OF PROCUREMENT SERVICES

**DATE:** January 8, 2024

**FILE:** PR-24-054 \*Assigned by procurement

**TO:** George R. Keller, Jr. CPPT

City Manager

VIA: Adam Reichbach

Assistant City Manager

VIA: Raelin Storey KS

Assistant City Manager

THRU: Steve Stewart Sk SS

Director, Procurement and Contract Compliance

FROM: Ryon Coote

Division Manager, Community Development

SUBJECT: Recommendation to approve a Change Order to Blanket Purchase

Agreement Number (BPA) PA600637 with Civitas, LLC for State & Federal Grant Technical Assistance Consultant Services and renew the BPA for the period of January 1, 2024, to December 31, 2024. The Change Order amount is an increase of \$38,000.00 annually and the total amount to

include the Change Order is \$94,000.00 annually.

#### **ISSUE:**

The Community Development Division is requesting a change order to increase Blanket Purchase Agreement (BPA) Number PA600637 with Civitas, LLC in the amount of \$38,000.00 annually, for State & Federal Grant Technical Assistance Consultant Services.

The reason for the change order is to pay outstanding invoices through December 31, 2023 and to support additional consulting and technical services with local, state, and federal grant funding in the current and renewal terms for the purposes of:

• Environmental Reviews: The City Commission approved the reallocation of more than \$3 million in CDBG funds to public improvements. HUD requires some level of environmental reviews on all activities/projects. Community Development anticipates an increase in anticipated activities/projects which will require more extensive environmental review reports. In an effort to meet timeliness, Community Development is coordinating with Civitas to facilitate environmental reviews. Environmental Review funding will be taken out of the grant as "project delivery", which will not affect our administrative funds.

- Consolidated Annual Performance and Evaluation Report (CAPER): Community Development is required to provide HUD with an annual report on accomplishments and progress toward the City's 2019-2023 Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).
- 2024-2028 Consolidated Plan and Needs Assessment: The HUD required Consolidated Plan is designed to the City assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from Community Development Block Grant (CDBG) Program, and HOME Investment Partnerships (HOME) Program.

The current BPA with Civitas will end on December 31, 2023, and there are two optional renewal periods remaining. Therefore, the Division is also requesting approval to renew the BPA for the period of January 1, 2024-December 31, 2024. The services provided by Civitas continue to be satisfactory.

## **AUTHORITY:**

# § 38.48 CHANGE ORDERS. (A) CHANGE ORDER

Changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto.

- (B) City Manager's authority.
- (1) Subject to the restrictions contained in (B)(2) below, the City Manager is authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the public interest, as follows:
- (a) All change orders decreasing the cost of the contract to the City that do not materially alter the character of the work contemplated by the contract.
- (b) A change order, consisting of one or more changes permitted by subsection (A) above, where the net change, taking into account both increases and decreases in cost, increases the cost of the contract to the City by an amount not in excess of \$50,000.
- (c) A change order extending the contract completion date by not more than 90 calendar days.
- (d) A change order comprised of administrative changes with no change in cost or completion date.
- (e) Any change orders where the sum of all change orders and the original contract amount do not exceed \$100,000.

- (2) Notwithstanding the provisions of (B)(1) above, the City Manager is not authorized to approve a change order under either of the following conditions:
- (a) Where the sum of all change orders issued under the contract exceed \$100,000 or 10% of the original contract amount, whichever is less, except as authorized in §38.48(B)(1)(e) above; or
- (b) Where the cumulative effect of all approved change orders will result in the extension of a contract completion date by more than 180 calendar days.

Funding has been provided from unspent funds from FY 2020 and moved to FY 2023 budget for the Community Development Division in Account Number 115.160101.55400.531300.001320.000.000

#### **RECOMMENDATION:**

Change order approval to Blanket Purchase Agreement Number PA600637 in the amount of \$38,000.00 annually and approval of the 1<sup>st</sup> renewal period from January 1, 2024-December 31, 2024.

DocuSigned by:		1 /17 /2024	
George Keller		1/17/2024	
APPROVED BY:	George R. Keller, Jr. CPPT	Date:	
	City Manager		

Attachments: CM Memo No. PR-23-061

CM Memo No. PR-23-142

Approved Certificate of Insurance



# CITY OF HOLLYWOOD, FLORIDA OFFICE OF PROCUREMENT SERVICES

**DATE**: 12.28.2022 **FILE**: PR-23-061

**TO:** Gus Zambrano

Acting City Manager \_\_\_\_

VIA: Adam Reichbach

Assistant City Manager for Finance and Administration

THRU: Steve Stewart 55

Director, Procurement and Contract Compliance

AR

FROM: DS Shiv Newaldass

And Tirection of Department of Development Services

SUBJECT: Recommendation to Approve the Issuance of a Blanket Purchase

Agreement to Civitas, LLC for State & Federal Grant Technical Assistance Consultant in not to exceed \$36,000.00 during the period of January 1, 2023 – December 31, 2023, and the option to renew for two additional one-

year periods.

#### ISSUE:

The Community Development Division has a need for a State & Federal Grant Technical Assistance Consultant. The services/supplies are needed in support of providing consulting and technical services with state and federal grant funding, compliance, reporting, technical assistance and training for IDIS, annual reporting functions, environmental reviews, and other program management. A competitive process was done through quotes. Based on the findings of the quote process, Civitas, LLC was found to provide the best value for the services due to cost and Civitas also provides support to the other vendors that provided quotes.

# Summary of competitive process:

Quote 1	Civitas, LLC	\$36,000.00
Quote 2	Community Redevelopment Associates of Florida, Inc	\$75,000.00
Quote 3	W. Frank Newton, Inc. (dba WFN Consulting, LLC)	\$42,375.00

AUTHORITY	•	:
-----------	---	---

# § 38.38 APPROVAL AUTHORITY.

In general, the CPO will have authority to approve and execute contracts up to \$25,000. The City Manager or designee will have authority to approve and execute contracts up to \$100,000, except for cases of procurement of legal services, for which the City Attorney or designee will have authority to approve and execute contracts up to \$100,000. Contracts in excess of \$100,000 shall require approval by the City Commission

Funding has been provided in the fiscal year FY23 budget for the FY2023 budget for the Community Development in Account Number 115.160101.55400.531300.001320.000.000.

#### **RECOMMENDATION:**

Authorize the issuance of a Blanket Purchase Agreement to Civitas, LLC to provide consulting and technical services with state and federal grant funding for an amount not to exceed \$36,000.00 annually.

—DocuSigned by:  GUS Hambraho		12/28/2022
ABPROVED BY:	Gus Zambrano Acting City Manager	Date:

Attachments: Quotes

Approved Certificate of Insurance

DocuSign Envelope ID: 7D67D2DC-EC37-48A1-B5A8-B63A1E8CEBF1

# CITY OF HOLLYWOOD, FLORIDA

# OFFICE OF PROCUREMENT SERVICES

**DATE:** August 09, 2023

**FILE:** PR-23-142 \*Assigned by procurement

**TO:** George R. Keller, Jr. CPPT

City Manager

VIA: Adam Reichbach AF

Assistant City Manager for Finance and Administration

Gus Zambrano 6/6 Assistant City Manager for Sustainable Development

VIA: Raelin Storey

Assistant City Manager for Systainable Development

THRU: Steve Stewart Sk

Director, Procurement and Contract Compliance

FROM: Ryon Coote

Division Manager, Community Development

SUBJECT: Recommendation to approve a Change Order to Blanket Purchase

Agreement Number PA600637 with Civitas, LLC for State & Federal Grant Technical Assistance Consultant Services. The Change Order amount is an increase of \$20,000.00 annually and the total amount to include the

Change Order is up to \$56,000.00 annually.

#### **ISSUE:**

VIA:

The Community Development Division is requesting a change order to increase Blanket Purchase Agreement Number PA600637 with Civitas, LLC in the amount of \$20,000.00 annually, for State & Federal Grant Technical Assistance Consultant Services. The current Agreement will end on December 31, 2023, and there are two optional renewal periods remaining.

The reason for the change order is to support additional consulting and technical services with local, state, and federal grant funding for the purposes of:

 Environmental Reviews: HUD requires some level of environmental reviews on all activities/projects. Community Development anticipates an increase in anticipated activities/projects which will require more extensive environmental review reports.

- Special Funding Allocations: Community Development has received a multitude of special funding allocations in response of COVID-19 (HOME-ARP and CV2). With limited staff resources, more technical assistance is required to meet the regulatory, delivery and reporting requirements.
- Restructuring of Funding Allocations: Community Development is in the
  process of restructuring funding and operations to maintain compliance and
  expedite services to the community. The delivery of these services requires more
  technical assistance with agreement preparation, policy revisions, reporting, and
  other related tasks.

## **AUTHORITY:**

# § 38.48 CHANGE ORDERS. (A) CHANGE ORDER

Changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto.

- (B) City Manager's authority.
- (1) Subject to the restrictions contained in (B)(2) below, the City Manager is authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the public interest, as follows:
- (a) All change orders decreasing the cost of the contract to the City that do not materially alter the character of the work contemplated by the contract.
- (b) A change order, consisting of one or more changes permitted by subsection (A) above, where the net change, taking into account both increases and decreases in cost, increases the cost of the contract to the City by an amount not in excess of \$50,000.
- (c) A change order extending the contract completion date by not more than 90 calendar days.
- (d) A change order comprised of administrative changes with no change in cost or completion date.
- (e) Any change orders where the sum of all change orders and the original contract amount do not exceed \$100,000.
- (2) Notwithstanding the provisions of (B)(1) above, the City Manager is not authorized to approve a change order under either of the following conditions:
- (a) Where the sum of all change orders issued under the contract exceed \$100,000 or 10% of the original contract amount, whichever is less, except as authorized in \$38.48(B)(1)(e) above; or

DocuSign Envelope ID: 7D67D2DC-EC37-48A1-B5A8-B63A1E8CEBF1

(b) Where the cumulative effect of all approved change orders will result in the extension of a contract completion date by more than 180 calendar days.

Funding has been provided from unspent funds from FY 2020 and moved to FY 2023 budget for the Community Development Division in Account Number 115.160101.55400.531300.001320.000.000

#### **RECOMMENDATION:**

Change order approval to Blanket Purchase Agreement Number PA600637 in the amount of \$20,000.00 annually and the total amount to include the Change Order is up to \$56,000.00 annually.

Gorge R. Leller Jr., Cff

BAPPROVED BY: George R. Keller, Jr. CPPT

City Manager

8/21/2023

Date:

Attachments: BPA No. PA600637

CM Memo No. PR-23-061

Approved Certificate of Insurance

CIVILLC-01

**CLOWDER** 

# ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer r	ignts to the certificate holder in lieu of	sucn endorsement(s).			
PRODUCER		CONTACT NAME:			
Blueprint Insurance Group, Inc. 357 N Shelmore Blvd., 2nd Floor Mount Pleasant, SC 29464		PHONE (A/C, No, Ext): (843) 216-8224	FAX (A/C, No): (843)	) 216-8224	
		E-MAIL ADDRESS: josh@blueprotects.com			
		INSURER(S) AFFORDING COVER	AGE	NAIC#	
		INSURER A: Ohio Security Insurance Co		24082	
INSURED		INSURER B: United States Liab Ins Co			
Civitas. LLC		INSURER C:			
1150 Wexford Park	1150 Wexford Park	INSURER D :			
Mount Pleasant, SC 29466		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISION	NUMBER:		
		W HAVE BEEN ISSUED TO THE INSURED NAMED			

REQUIREMENT, TERM OR CONDITION OF CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

	XCLUSIONS AND CONDITIONS OF SUCH I							
INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY			, , , , , , , , , , , , , , , , , , ,	· · · · · · · · · · · · · · · · · · ·	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X	BKS59991708	4/15/2023	4/15/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
						MED EXP (Any one person)	\$	15,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	3,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	3,000,000
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO		BKS59991708	4/15/2023	4/15/2024	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
						Hired/non-owned	\$	1,000,000
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$						\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE TO A	N/A	XWS57273710	5/15/2022	5/15/2023	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	117.6				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	Professional Liabili		SP1018584M	10/8/2022	10/8/2023	Ea Claim		1,000,000
	ODIDTION OF ODERATIONS (LOCATIONS (MELIO)	/			·			

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

**CERTIFICATE HOLDER** CANCELLATION

> City of Hollywood 2600 Hollywood Blvd, Suite 303 Hollywood, FL 33022

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

**AUTHORIZED REPRESENTATIVE** 

## Supplier Details:

Company CIVITAS LLC
Contact Erich Chatham
Address 600 Salty Alley

Mt. Pleasant, SC 29464

#### Submit your response to:

Company City of Hollywood, FL - Development Services Other Community Development

Contact Biederman, Donna Address 2600 Hollywood Blvd Hollywood FL 33020

Phone 954-921-3381

Fax

E-mail dbiederman@hollywoodfl.org

#### Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

**Quote Approval** 



PA600637	Agreement
29-DEC-2022	Creation Date
0	Revision
36,000.00 USD	Agreement Amount

# VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO <u>ACCOUNTSPAYABLE@HOLLYWOODFL.ORG</u>.

OR City of Hollywood
Mail To

Accounts Payable, Room 119

P.O. Box 229045

Hollywood, FL 33022-9045

Supplier CIVITAS LLC 600 Salty Alley

Mt. Pleasant, SC 29464

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	102319	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	01/01/2023	12/31/2023		
Initial Award Term	01/01/2023	12/31/2023		
First Renewal Period	01/01/2024	12/31/2024		
Second Renewal Period	01/01/2025	12/31/2025		
Third Renewal Period				
Fourth Renewal Period				

Attachm	nents		
Type	File Name or URL	Title	Description
File	PR-23- 061CM_Memo_CIVITAS_Final.	PR-23-061CM_Memo_CIVITAS_Fin	

Line	Item		UON	1 Price	Expiration Date
	1 Technica Proposal	l Assistance per Civitas NTE \$36,000.00 anually		0.00	
	Attachn	nents			
	Type	File Name or URL	Title	Description	



#### **TERMS AND CONDITIONS**

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

#### **MODIFICATIONS**

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

#### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

#### **EXCUSABLE DELAYS**

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

#### **DEFAULT**

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### **TERMINATION**

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

#### F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

#### **TERMS**

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

#### **INVOICING**

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

#### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

#### **RESPONSIBILITY**

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

#### **ACCEPTANCE**

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

#### **DELIVERIES**

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

#### **INSPECTION**

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



commodities shall remain the property of the Seller and will be returned at the Seller's expense.

#### **QUANTITIES**

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

#### **PAYMENT CHANGES**

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

#### **ANTI-DISCRIMINATION**

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

#### **UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

#### LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

#### LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

#### INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

#### OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

#### **REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

#### **PUBLICITY**

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

#### **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

#### **WARRANTY**

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart

Director, Procurement and Contract Compliance



# CITY OF HOLLYWOOD, FLORIDA OFFICE OF PROCUREMENT SERVICES

**DATE**: 12.28.2022 **FILE**: PR-23-061

**TO:** Gus Zambrano

Acting City Manager \_\_\_\_

VIA: Adam Reichbach

Assistant City Manager for Finance and Administration

THRU: Steve Stewart 55

Director, Procurement and Contract Compliance

AR

FROM: DS Shiv Newaldass

Qualification of Department of Development Services

SUBJECT: Recommendation to Approve the Issuance of a Blanket Purchase

Agreement to Civitas, LLC for State & Federal Grant Technical Assistance Consultant in not to exceed \$36,000.00 during the period of January 1, 2023 – December 31, 2023, and the option to renew for two additional one-

year periods.

#### ISSUE:

The Community Development Division has a need for a State & Federal Grant Technical Assistance Consultant. The services/supplies are needed in support of providing consulting and technical services with state and federal grant funding, compliance, reporting, technical assistance and training for IDIS, annual reporting functions, environmental reviews, and other program management. A competitive process was done through quotes. Based on the findings of the quote process, Civitas, LLC was found to provide the best value for the services due to cost and Civitas also provides support to the other vendors that provided quotes.

# Summary of competitive process:

Quote 1	Civitas, LLC	\$36,000.00
Quote 2	Community Redevelopment Associates of Florida, Inc	\$75,000.00
Quote 3	W. Frank Newton, Inc. (dba WFN Consulting, LLC)	\$42,375.00

AUTHORITY	•	:
-----------	---	---

# § 38.38 APPROVAL AUTHORITY.

In general, the CPO will have authority to approve and execute contracts up to \$25,000. The City Manager or designee will have authority to approve and execute contracts up to \$100,000, except for cases of procurement of legal services, for which the City Attorney or designee will have authority to approve and execute contracts up to \$100,000. Contracts in excess of \$100,000 shall require approval by the City Commission

Funding has been provided in the fiscal year FY23 budget for the FY2023 budget for the Community Development in Account Number 115.160101.55400.531300.001320.000.000.

#### **RECOMMENDATION:**

Authorize the issuance of a Blanket Purchase Agreement to Civitas, LLC to provide consulting and technical services with state and federal grant funding for an amount not to exceed \$36,000.00 annually.

—DocuSigned by:  GUS Hambraho		12/28/2022	
ABPROVED BY:	Gus Zambrano Acting City Manager	Date:	_

Attachments: Quotes

Approved Certificate of Insurance

# **Keisha Laughton-Young**

**From:** Certificate of Insurance

**Sent:** Wednesday, April 19, 2023 10:06 AM **To:** Ryon Coote; Certificate of Insurance

**Subject:** RE: [EXT]Re: Civitas COI

The COI is acceptable

From: Ryon Coote <RCOOTE@hollywoodfl.org>

Sent: Tuesday, April 18, 2023 3:43 PM

To: Certificate of Insurance <COI@hollywoodfl.org>

Subject: RE: [EXT]Re: Civitas COI

Please see attached.

Ryon R. Coote, MPA Community Development Division Manager City of Hollywood 2600 Hollywood Boulevard, Old Library Hollywood, FL 33020-9045

O: 954.924.2958 | F: 954.921.3390 | Email: rcoote@hollywoodfl.org



From: Certificate of Insurance <COI@hollywoodfl.org>

Sent: Tuesday, April 18, 2023 2:14 PM

To: Ryon Coote < <a href="RCOOTE@hollywoodfl.org">RCOOTE@hollywoodfl.org</a>; Certificate of Insurance < <a href="COI@hollywoodfl.org">COI@hollywoodfl.org</a>;

Subject: RE: [EXT]Re: Civitas COI

Hi Ryon,

What is the scope of the work the vendor will be providing?

From: Ryon Coote < RCOOTE@hollywoodfl.org>

Sent: Tuesday, April 18, 2023 2:10 PM

To: Certificate of Insurance <COI@hollywoodfl.org>

Subject: FW: [EXT]Re: Civitas COI

CIVITAS updated COI

Ryon R. Coote, MPA Community Development Division Manager City of Hollywood

2600 Hollywood Boulevard, Old Library

Hollywood, FL 33020-9045

O: 954.924.2958 | F: 954.921.3390 | Email: rcoote@hollywoodfl.org



**From:** Erich Chatham < <u>erich.chatham@civitassc.com</u>>

Sent: Tuesday, April 18, 2023 12:04 PM

To: Ryon Coote < RCOOTE@hollywoodfl.org >
Cc: Merry Kaye < MKAYE@hollywoodfl.org >

Subject: [EXT]Re: Civitas COI

Good afternoon Ryon,

Attached is our updated COI.

Thank you,

Erich Chatham Civitas LLC www.civitassc.com (843) 573-7825 (404) 408-1256

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



On Apr 18, 2023, at 5:12 AM, Ryon Coote < <a href="mailto:RCOOTE@hollywoodfl.org">RCOOTE@hollywoodfl.org</a>> wrote:

Hi Erich:

We are in the process of updating and expanding our current agreements. Can you please provide us with an updated COI as the one we have in file has expired. Please forward the COI to COI@hollywoodfl.org for Risk's approval.

Respectfully,

Ryon R. Coote, MPA Community Development Division Manager City of Hollywood 2600 Hollywood Boulevard, Old Library Hollywood, FL 33020-9045

O: 954.924.2958 | F: 954.921.3390 | Email: rcoote@hollywoodfl.org

<image001.png>

#### Ryon Coote

Community Development Division Manager City of Hollywood Community Development Division

P.O. Box 229045 Hollywood, FL 33022-9045 Office: 954-924-2958

E-mail: RCOOTE@hollywoodfl.org



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

## **RE: Please Review - Civitas**

# Certificate of Insurance <COI@hollywoodfl.org>

Mon 12/11/2023 1:50 PM

To:Merry Kaye <MKAYE@hollywoodfl.org>;Certificate of Insurance <COI@hollywoodfl.org>

1 attachments (210 KB) Civitas COI(updated).pdf;

Hello,

The COI is acceptable.

Thanks,

Stacy

From: Merry Kaye <MKAYE@hollywoodfl.org> Sent: Monday, December 11, 2023 1:27 PM

To: Certificate of Insurance <COI@hollywoodfl.org>

Subject: Please Review - Civitas

Good afternoon,

Please review the attached certificate of insurance for Civitas. This vendor is a consultant for our HUD and SHIP funding and provides necessary reporting and guidance.

Please advise if you need anything further.

Thank you, Merry

CIVILLC-01

# CLOWDER

# ACORD\*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

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

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

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER	CONTACT NAME:	CONTACT NAME:					
Blueprint Insurance Group, Inc. 357 N Shelmore Blvd., 2nd Floor	PHONE (A/C, No, Ext): (843) 216-8224 FAX (A/C, No): (843)	216-8224					
Mount Pleasant, SC 29464	E-MAIL ADDRESS: josh@blueprotects.com						
	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A: Ohio Security Insurance Co	24082					
INSURED	INSURER B: United States Liab Ins Co						
Civitas, LLC	INSURER C:						
1150 Wexford Park	INSURER D:						
Mount Pleasant, SC 29466	INSURER E:						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	: REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD							
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,							
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY	IIIOD			(MINI/DD/1111)	(MINISON TO TO	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	х		BKS59991708	4/15/2023	4/15/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO			BKS59991708	4/15/2023	4/15/2024	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								Hired/non-owned	\$	1,000,000
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
_		DED RETENTION \$						PER OTH-	\$	
Α	WOR AND	RKERS COMPENSATION EMPLOYERS' LIABILITY Y / N			VINO 57070740	F/4F/0000	E/4 E/0004	PER OTH- STATUTE ER		4 000 000
	OFFI	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		XWS57273710	5/15/2023	5/15/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Man	datory in NH) s, describe under						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
_	DÉS	CRIPTION OF OPERATIONS below			CD4040504M	40/0/2022	40/0/2024	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	Pro	fessional Liabili			SP1018584M	10/8/2023	10/8/2024	Ea Claim		1,000,000

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

CERTIFICATE HOLDER	CANCELLATION

City of Hollywood 2600 Hollywood Blvd, Suite 303 Hollywood, FL 33022 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A3-