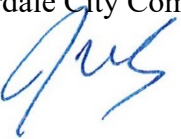




BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Dean J. Trantalis, Mayor, City of Fort Lauderdale
and Members, City of Fort Lauderdale City Commission

From: John W. Scott, Inspector General 

Date: November 2, 2021

Subject: **OIG Final Report Re: *Employee Committed Bid Tampering in City of Fort Lauderdale and CRA's Selection of Holiday Lighting Vendor, Ref. OIG 19-012-M***

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG investigation determined that city CRA Coordinator Thomasina Turner-Diggs, with the assistance of the then director of sales and marketing who worked on commission for South Florida Lighting Team, LLC, doing business as Miami Christmas Lights (MCL), M. Randy Meyerson, attempted to steer the city's lighting services contract for the 2016 Light Up Sistrunk event to MCL by tampering with a competitive solicitation for the contract.

The OIG investigation revealed that, without the city's knowledge or authorization, Ms. Turner-Diggs signed an estimate and agreed on behalf of the city to pay MCL \$51,450.50 for holiday display lighting services for the city and CRA's 2016 Light Up Sistrunk event. At the same time, in Ms. Turner-Diggs's presence, with her knowledge, and using her city computer, Mr. Meyerson fraudulently fabricated two markedly higher quotes and provided them to her. While the fabricated quotes on their face appeared to be from competing vendors, they were actually companies related to MCL.

Almost two months later, Ms. Turner-Diggs had Mr. Meyerson split MCL's original \$51,450.50 quote into two quotes to provide her with a quote reflecting a price under \$25,000.00—the amount that would have triggered a solicitation through a formal, sealed bid. She did this to facilitate awarding MCL the contract through an informal, three-quote process under her control. After receiving MCL's split quote, she caused the CRA to submit one of the two smaller quotes with the fraudulent, higher quotes Mr. Meyerson had previously fabricated to the city's Procurement Services Division. However, her attempt to direct the contract to MCL failed when Procurement discovered the fraudulent nature of the two quotes from the MCL-related companies and the true value of the services.

Given the time constraints that Ms. Turner-Diggs and Mr. Meyerson's unlawful conduct caused and the city's belief that it could not disqualify MCL from the bid that followed, the city ultimately

awarded MCL the contract for holiday lighting services. This was despite the duo's unlawful conduct and without the benefit of the commission's input. However, the subsequent award to MCL did not negate Ms. Turner-Diggs's crimes of bid tampering, criminal use of public records, and falsifying records, as well as a violation of the State Ethics Code, which amounted to misconduct.

In 2017 and following these events, to its credit, the city substantially overhauled its Procurement Code, providing for better due process for any vendor exclusion that may be desirable in the future. The city has informed the OIG that, following its receipt of the OIG's preliminary report, Ms. Turner-Diggs is no longer employed by the City of Fort Lauderdale. We laud the city's appreciation for the gravity of the conduct we observed and its pledge to cooperate should further action be taken, as stated in the city's response to the OIG's preliminary report.

In accordance with our charter mandate, we are referring this matter to the Broward State Attorney and the Florida Commission on Ethics for whatever action those agencies deem appropriate.

Attachment

cc: Chris Lagerbloom, City Manager
Alain E. Boileau, City Attorney
Honorable Lamar P. Fisher, Member, Broward Board of County Commissioners
Honorable Dale V.C. Holness, Member, Broward Board of County Commissioners
Honorable Tim Ryan, Member, Broward Board of County Commissioners

BROWARD OFFICE OF THE INSPECTOR GENERAL



FINAL REPORT

OIG 19-012-M
November 2, 2021

*Employee Committed Bid Tampering in City of Fort Lauderdale and
CRA's Selection of Holiday Lighting Vendor*



BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: *EMPLOYEE COMMITTED BID TAMPERING IN CITY OF FORT LAUDERDALE AND CRA'S SELECTION OF HOLIDAY LIGHTING VENDOR*

SUMMARY

The Broward Office of the Inspector General (OIG) has concluded its investigation into an allegation that misconduct¹ occurred in connection with the procurement of holiday lighting and displays for the City of Fort Lauderdale. We substantiated the allegation.

The OIG investigation uncovered that, without the city's knowledge or authorization, CRA Coordinator Thomasina Turner-Diggs agreed in writing on behalf of the city to pay South Florida Lighting Team, LLC, doing business as (d/b/a) Miami Christmas Lights (MCL) \$51,450.50 for holiday display lighting services for the city and CRA's 2016 Light Up Sistrunk event. At the same time, MCL's sales representative M. Randy Meyerson, who worked on commission, fabricated two higher quotes, purportedly from two competing vendors but in actuality vendors related to MCL, for Ms. Turner-Diggs to use in processing the procurement. He did this with her knowledge, in her presence, and on her office computer.

Approximately six weeks later, in an effort to maintain control of the procurement and circumvent the city's formal, sealed bid process that was triggered when a city purchase was estimated to exceed \$25,000.00, Ms. Turner-Diggs directed Mr. Meyerson to split MCL's quote into two, smaller quotes. She then had the CRA process a requisition for the city to purchase the holiday lighting services from MCL for \$22,950.00, submitting one of the broken down quotes in that amount, along with the two fabricated quotes from purportedly competing vendors.

Ms. Turner-Diggs's acts constituted state criminal misconduct in the form of bid tampering, a second-degree felony; criminal use of public records, a third-degree felony; and falsifying records, a first-degree misdemeanor.

As a city employee, Ms. Turner-Diggs was further subject to Florida's Code of Ethics for Public Officers and Employees (the State Ethics Code). Her misconduct also included a violation of this law, where she corruptly misused her public position for the purpose of benefiting MCL or Mr. Meyerson with the lighting contract.

MCL's owner denounced Mr. Meyerson's conduct and informed the OIG that Mr. Meyerson was not authorized to fabricate the quotes from the other two "companies," and we did not find evidence that he was.

¹ Misconduct is defined as "any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse." Broward Co. Charter Sec. 10.01 A.(2).

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The city's Procurement Services Division (Procurement) immediately discovered the fraudulent nature of the quotes that Ms. Turner-Diggs submitted for the purchase requisition. Procurement rejected the requisition, the city issued an invitation to bid for the lighting services, and the city ultimately awarded MCL the contract. Given the circumstances that we outline below, we fault the former city administration for accepting MCL's bid in the formal solicitation without making the circumstances of the fraud and prospective purchase transparent to the public and city commission by setting the matter before the commission and seeking its direction or approval on whether to procure MCL.

We do, however, give credit to the city for passing significant changes to its ordinances since these events, changes that provide for better due process for any vendor exclusion that may be desirable in the future.

In accordance with our charter mandate, considering the misconduct detailed below, we are referring this matter to the Florida Commission on Ethics and the Broward State Attorney for whatever action those agencies deem appropriate.

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the county and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the county, its municipalities, and any providers.

The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT

M. Randy Meyerson

Mr. Meyerson was the director of sales and marketing for MCL, working as a contractor with that company for about five or six years until he was terminated in approximately 2018. He earned commissions on the sales he made for MCL lighting services.

South Florida Lighting Team, LLC, d/b/a Miami Christmas Lights (MCL)

South Florida Lighting Team was established in October 2008 and had its principal address in Miami Beach, Florida, until May 2020. It registered the fictitious name Miami Christmas Lights in October

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2010 and conducted its business with the city and its CRA as South Florida Lighting Team, LLC d/b/a Miami Christmas Lights. While witnesses usually referred to the company as "Miami Christmas Lights," and the business's email domain that appeared on communications with the city was "@miamichristmaslights.com," South Florida Lighting Team, LLC d/b/a Miami Christmas Light was the name of the provider on the contracts and binding documents relevant to this report.

Thomasina Turner-Diggs

Ms. Turner-Diggs worked for the Northwest Progresso Flagler (NPF) CRA² since approximately 2005. She was a CRA coordinator at all times relevant to this report. Her immediate supervisor was the CRA Manager for the NPF CRA. Her duties as a CRA coordinator included managing different NPF CRA property management accounts, coordinating special events, marketing, and advertising, and managing the community advisory boards and homeowners associations. Ms. Turner-Diggs also handled the NPF CRA's procurements for holiday lights, property maintenance, cleaning, and landscaping. Her title changed in approximately late 2019 to CRA planner.

RELEVANT GOVERNING AUTHORITIES

Florida Statutes

Section 119.011 Definitions.—As used in this chapter, the term: . . .

(12) "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Section 287.012 Definitions.—As used in this part, the term: . . .

(24) "Request for a quote" means an oral or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor.

Section 817.569 Criminal use of a public record or public records information; providing false information; penalties.—

A person who knowingly uses any public record, as defined in s. 119.011, . . . or who knowingly provides false information that becomes part of a public record to facilitate or further the commission of: . . .

² According to the city's website, Northwest-Progresso-Flagler Heights is an area within the Fort Lauderdale CRA, the city's sole CRA. To conform with how witnesses referred to the area, we will refer to it throughout this report as the NPF CRA.

(2) A felony, commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Section 838.014 Definitions.--As used in this chapter, the term: . . .

(2) "Bid" includes a response to an "invitation to bid," "invitation to negotiate," "request for a quote," or "request for proposals" as those terms are defined in s. 287.012. . . .

(4) "Governmental entity" means an agency or entity of the state, a county, municipality, or special district or any other public entity created or authorized by law. . . .

(7) "Public servant" means:

(a) Any officer or employee of a governmental entity. . .

Section 838.22 Bid tampering.—

(1) It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally influence or attempt to influence the competitive solicitation undertaken by any governmental entity for the procurement of commodities or services, by: . . .

(b) Altering or amending a submitted response, documents or other materials supporting a submitted response, or any evaluation results relating to the competitive solicitation for the purpose of intentionally providing a competitive advantage to any person who submits a response.

(3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to violate subsection (1) or subsection (2). . . .

(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Section 839.13 Falsifying records.—

(1) Except as provided in subsection (2), if any . . . public officer, or employee or agent of or contractor with a public agency, or any person whatsoever, . . . shall fraudulently alter, deface, or falsify any minutes, documents, books, or any proceedings whatever of or belonging to any public office within this state; or if any person shall cause or procure any of the offenses aforesaid to be committed, or be in anywise concerned therein, the person so offending shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. . . .

Florida Code of Ethics for Public Officers and Employees

Section 112.312 Definitions. — . . .

(9) "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties. . . .

Section 112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.— . . .

(6) MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. . . .

City of Fort Lauderdale Code of Ordinances (2016)

**Chapter 2 - ADMINISTRATION
ARTICLE V. – FINANCE
DIVISION 2. - PURCHASING**

Sec. 2-171. - Purpose.

For the city to function well, it is necessary that commodities and contractual services of suitable standards and in sufficient quantities be available as needed and that such items be purchased at the best prices available, consistent with city standards of service and quality. When purchasing commodities and contractual services, the city will not only attempt to follow sound and prudent business practices, but will also seek to promote the full and equitable economic participation of all segments of the community. With these objectives in mind, the city will use its best efforts to ensure that minority-owned and women-owned business enterprises have an equitable opportunity to participate in the procurement system. It is, therefore, the purpose of this division to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Sec. 2-173. – Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: . . .

Best interest of the city means a judgmental assessment of what will result in a maximum benefit being conferred upon the city. . . .

Purchasing manager means the city's director of finance. . . .

Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

. . .

Sec. 2-174. - Central purchasing organization; purchasing manager; jurisdiction; operational procedures.

(a) *Establishment.* The city manager shall establish a centralized organization to perform the city's purchasing functions and to carry out the provisions of this division. This organizational unit will be headed by the purchasing manager.

(b) *Authority; duties.* Authority and duties of the purchasing manager include, but are not limited to, actions necessary to enforce this division, as well as the following:

- (1) To purchase or supervise the purchasing of all supplies and services needed by the city.
- (2) To exercise general supervision over all inventories of supplies belonging to the city.
- (3) To have the authority to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the city for a stated period of time, subject to approval of the city manager.

Sec. 2-175. – Unauthorized purchases.

Except as provided in this division, it shall be unlawful for any city officer or employee under the supervision of the city manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of this division other than through the central purchasing organization, and the city shall not be bound by any purchase order or contract made contrary to the provisions of this division.

Sec. 2-178. – Competitive bidding.

All contracts of the city shall be awarded by competitive bidding except as otherwise provided for in this division.

Sec. 2-180. - Formal bid procedure.

All supplies and services, except as otherwise provided in this division, when the estimated cost shall exceed twenty-five thousand dollars (\$25,000.00), shall be purchased by written and sealed bids, proposals, reverse auction, or other competitive solicitation as provided for in this division, and awarded to the lowest and best responsible, responsive bidder, after due notice inviting proposals . . .

Sec. 2-182. – Purchase of supplies and contractual services estimated to cost between five thousand dollars and one hundred thousand dollars.

Where the furnishing of supplies and contractual services is estimated to cost between five thousand dollars (\$5,000.00) and one hundred thousand dollars (\$100,000.00) or, in the case of a term contract, between five thousand dollars (\$5,000.00) and one hundred thousand dollars (\$100,000.00) per term, excluding price adjustments, such purchases may be made upon approval of the city manager or the city manager's designee. Whenever the total cost does not exceed twenty-five thousand dollars (\$25,000.00) and it is deemed necessary and proper to do so, except in case of emergency, or as otherwise provided herein, at least three (3) competitive written quotes shall be sought by electronic mail, the city's e-procurement web site, U.S. mail, or facsimile, and the quote of the lowest responsive and responsible bidder may be accepted by the purchasing manager or the purchasing manager's designee without city commission approval. . . .

Sec. 2-184. – Awards generally.

Awards of contracts and/or purchases shall be to the lowest, responsive, and most responsible bidder. In determining the lowest responsive and responsible bidder and that purchase or contract that will best serve the interest of the city, the commission, city manager, and purchasing manager, as appropriate, shall consider, but shall not be limited to, in addition to price, the following:

- (1) The ability, capacity and skill of the bidder to perform under the terms of the bid documents.
- (2) Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts and the providing of materials and/or services.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services. . . .

Sec. 2-188. - Prohibition against subdivision.

No contract or purchase shall be subdivided to avoid the requirements of this division.

City of Fort Lauderdale Procurement Manual (2016)

CHAPTER 10 – COMMON PURCHASES
10.1 – COMMON PURCHASES . . .

Materials and Services \$5,000 – \$25,000 . . .

STANDARD MATERIALS & SERVICES – NOT UNDER CONTRACT

Obtain at least 3 responsive and responsible written bids (See Bid Guidelines under Chapter 16. Miscellaneous Information) These written quotes MUST BE attached along with the quote form to the requisition that is submitted to Procurement. If they are not then the requisition will be returned to the department . . .

The Community Redevelopment Act and Limits on CRA Expenditures

Chapter 163, Part III, Florida Statutes, also known as the “Community Redevelopment Act of 1969” (Chapter 163) authorizes the creation of CRAs to redevelop slums and blighted areas that are injurious to the public health, safety, morals, and welfare of residents and for which there is a shortage of housing affordable to residents of low or moderate income, including the elderly. Chapter 163 provides requirements that address the establishment of such agencies, their powers and limitations, funding, expenditure restrictions, and reporting and audit requirements.

CRAs may be funded through tax increment financing (TIF), whereby the CRA is to receive annually 95 percent of the taxes on the appreciated value of the properties within the CRA boundaries since the effective date of the ordinance providing for the funding. This fund is commonly referred to as a Redevelopment Trust Fund (RTF).

Chapter 163 also requires that funds allocated to and deposited in the RTF must be used to finance or refinance community redevelopment, which is defined at Section 163.340(9), Florida Statutes, as undertakings, activities, or projects in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight; the reduction or prevention of crime; for the provision of affordable housing; or the rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed. Section 163.387(6), Florida Statutes, enumerates some of the permissible uses for funds allocated to an RTF.

INVESTIGATION

Investigation Overview

This investigation originated from an allegation that there was misconduct in the city’s procurement of lighting services for a CRA holiday event. The OIG substantiated the allegation, finding that Ms. Turner-Diggs, with Mr. Meyerson’s involvement, tampered with the procurement in an attempt to direct the contract to MCL, the lighting services vendor for which Mr. Meyerson worked as director of sales and marketing and who worked on commission.

Our investigation determined that, without conducting any type of competitive solicitation as the city code of ordinances required, Ms. Turner-Diggs unilaterally selected MCL as the city and CRA’s lighting services vendor for the 2016 Light Up Sistrunk event. Then, with Mr. Meyerson’s help, she endeavored to legitimize her *de facto* selection by falsifying and tampering with records supporting the competitive solicitation for the contract. Specifically, she caused the CRA to submit to Procurement a

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purchase requisition with fraudulent quotes that Mr. Meyerson created to justify her selection of MCL as the winning vendor. This constituted the criminal acts of bid tampering, criminal use of a public record, and falsifying records.

Given her status as a city employee, Ms. Turner-Diggs engaged in further misconduct when she corruptly misused her public position to benefit MCL, Mr. Meyerson, or both in violation of the State Ethics Code.

The city immediately discovered the fraudulent quotes and issued a formal bid solicitation for the lighting services. It subsequently selected MCL as the lowest responsive, responsible bidder, as the City Code, Chapter 2 – Administration, Article V – Finance, Division 2 – Purchasing (2016) (the Procurement Code) defined at the time.

The investigation involved the review of substantial documentation, including but not limited to emails, solicitation documents, contracts, estimates, and commission records. The OIG also conducted interviews with current and former city employees and representatives from MCL.

The City and CRA's Prior Experience with MCL

The Fort Lauderdale CRA addresses three community redevelopment areas: NPF, Central Beach (Beach), and Central City.

Since at least 2006, the city has procured annual holiday lighting displays for several of its neighborhoods. The city, its CRA, or both the city and CRA sponsored such "Light Up" events where displays were illuminated to mark the beginning of each holiday season.³

MCL began doing business with the city in October 2014, when the city contracted with MCL for \$244,080 annually to provide holiday displays and holiday lighting for the Beach CRA.

On April 19, 2016, the Former City Manager sought to cancel that contract. Through city commission agenda memo number 16-0423, he reported that, during the first two years of the contract, the city experienced workmanship and maintenance issues with the vendor's displays. As a result of those issues, staff negotiated a reduced contract. However, the city experienced the same issues during the 2015 holiday season. Accordingly, because of the issues as well as a desire to reduce the cost overall, the city manager requested that the city cancel the remainder of MCL's contract and re-bid the project. The city terminated MCL's contract for services for the Beach CRA.

³ The city's BidSync records reflected Invitations to Bid or Requests for Proposals for procurements related to holiday lights as early as June 20, 2006, with bid number 562-9495. This coincided with internet results which reflected the city's promotion of these "Light Up" events, also as early as 2006.

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On May 17, 2016, the city listed bid number 365-11753, soliciting requests for proposals to provide its Beach CRA with a holiday light display for the 2016 holiday season.⁴ The city canceled the solicitation on June 2, 2016, citing that a new solicitation with revised specifications would be forthcoming.

On June 16, 2016, the city issued RFP 365-11787, once again seeking a holiday light display for the Beach CRA. The city received two proposals, one of which was from MCL. The city recommended MCL as the responsive and responsible bidder for the award. In the August 16, 2016, city commission agenda memo number 16-0883 addressing MCL's contract, the city manager noted that the city cancelled MCL's prior contract because of prior deficient services relating to the lights on the poles and trees. However, the contract before the commission was for MCL's provision of a holiday display not including pole and tree lighting. The portion of the project related to the holiday lighting on the poles and trees was part of a separate agenda item requesting the city approve a contract with a different vendor after a separate solicitation.

The commission approved both contracts—the one with MCL to provide a holiday display and the one with the other vendor to provide the Beach CRA pole and tree lighting for the holiday season.

The City and CRA's Procurement of Holiday Lighting for the 2016 Light Up Sistrunk Event

On or about November 3, 2016, Ms. Turner-Diggs caused NPF CRA staff to submit a package for requisition number RQ1707648 for payment to MCL in the amount of \$22,950.00 for holiday light displays for "SISTRUNK AVENUE LAMP POSTS." (Exhibit 1) As the purchase was purportedly under \$25,000.00, Section 2-182 of the Procurement Code and its 2016 procurement manual, taken together, required the requestor to submit to Procurement a purchase requisition with three competitive written quotes. The purchasing manager, defined as the finance director, or his or her designee was allowed to select the lowest responsive and responsible bidder without commission approval.

A note on the requisition reflected that the services were required in just eight days. It read, "HARDWARE FOR THE LIGHTNING[SIC] HAS TO BE INSTALLED BY NOVEMBER 11, 2016. URGENT REQUEST . . ." The requisition listed Ms. Turner-Diggs as the contact person and included an informal quote form and three quotes. The CRA Accounting Clerk confirmed that Ms. Turner-Diggs initiated the requisition form, attached the informal quotation summary form with three quotes, and gave the package to her. At no time did the CRA Accounting Clerk receive any other quotes for requisition number RQ1707648.

The first quote was estimate number 16-492 from "Miami Christmas Lights" dated November 1, 2016, quoting \$22,950.00 for a holiday lighting services for lamp posts along Sistrunk Avenue, with no mention of buildings.⁵ The second quote was estimate number 16-367 from "South Florida Lighting

⁴ As a CRA is a public body created by a county or municipality, it followed that the CRA was to abide by that county or municipality's purchasing processes for the procurement of commodities and services. In 2019, the Florida Legislature codified the requirement at Section 163.370, Florida Statutes.

⁵ While some of the city's records refer to this street as Sistrunk Avenue, the name of the street is Sistrunk Boulevard, which is located within the NPF CRA.

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Team” dated September 13, 2016, quoting \$53,422.50 for holiday themed lighting displays and lighting services along Sistrunk Avenue and four buildings within the city. The third quote was estimate number 16-368 from “Miami Event Lighting Pros” dated September 13, 2016, quoting \$84,958.50 also for holiday themed lighting displays and lighting services along Sistrunk Avenue and four buildings within the city.

According to the Senior Procurement Specialist, who worked in the finance department (Finance), Ms. Turner-Diggs was the main contact person for the CRA department. Ms. Turner-Diggs provided the specifications for all the bids that the Senior Procurement Specialist worked on through email, including the specifications for the bid that the city ultimately issued for the holiday event. In this case, on November 3, 2016, the Senior Procurement Specialist received and rejected the requisition and returned it to the CRA, as she determined that the three quotes attached to the requisition were all from the same company. In her email to Ms. Turner-Diggs and other city and CRA staff, the Senior Procurement Specialist wrote:

Requisition 1707648 has been returned to your department. All three quotes are from the same company. Miami Christmas Lights is a d/b/a for South Florida Lighting Team. The quote numbers are the same format, the quote layouts are the same format, including the same font on all three quotes. The quote for South Florida Lighting Team even includes language referring to Miami Christmas Lights. The quote from Miami Event Lighting Pros is a non-existent legal entity in the State of Florida. This is very misleading, against procurement ordinance and unacceptable. You must obtain 3 quotes from DIFFERENT companies.

(Exhibit 2)

According to Ms. Turner-Diggs, she told management what she later told us—that, without her asking to, Mr. Meyerson provided her with the two additional quotes, which she had no reason to believe were fraudulent.

After internal discussions, including between Finance, Procurement, and CRA management and staff, about what had happened as well as the fact that the cost of the project was to exceed \$25,000.00, the city listed a formal bid solicitation on BidSync⁶ as “Bid #573-11854 – Sistrunk Holiday Light Decor” at 5:28 p.m. on November 8, 2016. (Exhibit 3) The solicitation was for holiday lighting for Sistrunk Boulevard as well as seven buildings within the city.⁷

While the solicitation was scheduled to close at 2:00 p.m. on November 14, 2016, it closed at 2:00 p.m. on November 15, 2016. (Exhibit 4) Two vendors submitted responses to bid number 573-11854: MCL with a total bid of \$68,370.00 and Holiday Lightsapes with a total bid of \$103,519.00. (Exhibit

⁶ BidSync is procurement software commonly used by government agencies to solicit goods and services from the private sector.

⁷ While MCL’s original September 13, 2016 quote envisioned the provision of holiday lighting for four buildings and 103 light poles, the solicitation included holiday lighting for an additional three buildings.

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4) Reflecting the urgency of the matter, the city awarded the contract to MCL at 3:56 p.m. on November 15, 2016, just two hours after the bid submission cutoff. (Exhibit 5)

The city's own Office of Professional Standards (OPS)⁸ issued a memorandum on June 30, 2017, summarizing its investigation into "apparent bidding improprieties."⁹ (Exhibit 6) The memorandum noted the various factors that pointed to Ms. Turner-Diggs and Mr. Meyerson's conduct. For instance, the memorandum noted that, between July 2016 and October 2016, city staff discussed the Light Up Sistrunk event only with MCL, which "may lead to the appearance of favoritism or an unfair advantage." (Exhibit 6, p.5) The memorandum also described that Mr. Meyerson provided problematic competitors' quotes during a meeting with Ms. Turner-Diggs and that he did so after being informed that that city needed three quotes.¹⁰ The memorandum further noted city staff's acceptance of these quotes without scrutiny.

Notwithstanding these observations, the memorandum's conclusion was limited to questioning whether MCL was a "responsible bidder" and to a suggestion that city staff be counseled on procurement given Ms. Turner-Diggs's deliberate attempt to split the purchase in violation of Section 2-188 of the city's 2016 Procurement Code.

We interviewed the Former City Manager who explained that, at the time of these events, the city did not have a debarment process in place that provided the vendors with due process. Accordingly, in his view, there was nothing in place to prohibit MCL from continuing to do business with the city.

And it did. MCL went on to bid on and win the Light Up Sistrunk award in 2017 with a renewal in 2018, and then bid on and win the award again in 2019.

Ms. Turner-Diggs Steered the Contract to MCL

The OIG's investigation uncovered that more had happened than what Ms. Turner-Diggs reported to city management.

We learned that, unbeknownst to anyone else in the city and without any authorization, on September 13, 2016, Ms. Turner-Diggs signed an agreement for the city to pay MCL \$51,450.50 to provide lighting services for the 2016 Light Up Sistrunk event. (Exhibit 7) At the same time that she selected MCL without a competitive procurement, she made MCL's quote more attractive by accepting from Mr. Meyerson two additional quotes—purportedly from different companies—that Mr. Meyerson fabricated with her knowledge, in her presence, and on her computer. (Exhibit 1, pp. 5-6) Then, on October 31, 2016, and November 1, 2016, Ms. Turner-Diggs directed Mr. Meyerson to alter MCL's September 13, 2016, quote to reflect a figure below \$25,000.00—a figure that could circumvent the

⁸ According to the city's proposed budget for FY 2022, the OPS division of the city manager's office serves as a resource for, among other things, city supervisors seeking assistance in handling employment matters.

⁹ According to the memorandum, OPS reviewed procurement documents from MCL, city emails between the city and MCL from 2014-2016, and phone records which reflected calls between the city and MCL. The city also produced records that reflected that OPS staff spoke to the Recreation Manager and Ms. Turner-Diggs.

¹⁰ There was no indication, either in the memorandum or the city's records, that OPS spoke to Mr. Meyerson.

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city's formal bid process. (Composite Exhibit 8, p. 1) Once Mr. Meyerson split the \$51,450.50 quote into two quotes including one for \$22,950.00, Ms. Turner-Diggs then submitted the \$22,950.00 quote with the other vendors' fabricated quotes that Mr. Meyerson provided her on September 13, 2016. (Exhibit 1)

By splitting MCL's quote to avoid the \$25,000.00 threshold that triggered the city's formal bid process, Ms. Turner-Diggs was able to maintain control over the procurement—that is, until Procurement staff discovered the sham quotes and the city determined that the job should undergo a formal bid process.

But by that time, with Mr. Meyerson's help, Ms. Turner-Diggs's deeds already amounted to the criminal misconduct of bid tampering, criminal use of a public record, and falsifying records. We reached this conclusion based on a review of the details we uncovered in the city's records and through witness interviews, as we explain below.

1. Bid Tampering Through Fraudulent Quotes and Attempted Bid Splitting

Our investigation confirmed that two of the three quotes that appeared in requisition number RQ1707648 were fraudulent and that the third quote, the quote from MCL, had been split in an attempt to avoid the \$25,000.00 threshold for formal bidding. Ms. Turner-Diggs caused CRA staff to submit these quotes to Procurement between November 1 and November 3, 2016.

Section 838.22, Florida Statutes, makes it unlawful for a public servant to knowingly and intentionally influence or attempt to influence a competitive solicitation by, among other things, “[a]ltering or amending a submitted response, documents or other materials supporting a submitted response . . . for the purpose of intentionally providing a competitive advantage to any person who submits a response.” It also prohibited collusion with a public servant to violate the section.

We determined that Mr. Meyerson began to contact Ms. Turner-Diggs in an effort to “win this” as early as October 15, 2015, when he emailed her requesting that she provide him with a copy of the “winning contract for 2014.” (Exhibit 9) Ms. Turner-Diggs agreed to do so. On May 31, 2016, Mr. Meyerson emailed Ms. Turner-Diggs thanking her for the opportunity to bid and providing her with links to his company, MCL, with examples of its past work in the area. (Exhibit 10) In this email, Mr. Meyerson revealed that Ms. Turner-Diggs had already envisioned meeting him to discuss MCL's services.

Mr. Meyerson continued to email Ms. Turner-Diggs about the 2016 Light Up Sistrunk event. He also began emailing the Recreation Manager with the city's Parks and Recreation department (Parks) who managed city events such as Light Up the Beach and Light Up Sistrunk.

Specifically, on August 9, 2016, Mr. Meyerson emailed Ms. Turner-Diggs and the Recreation Manager design ideas for holiday pole decorations for Sistrunk Avenue as he was preparing to

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submit MCL's proposal. (Exhibit 11)¹¹ Later that day, he emailed them MCL's formal proposal. (Exhibit 13)

After several more emails between Mr. Meyerson and the Recreation Manager, where Mr. Meyerson sought a discussion to "put some sort of deal together for Systrunk" and "the holiday decor for Systrunk," Ms. Turner-Diggs, Mr. Meyerson, and the Recreation Manager agreed to meet on September 13, 2016. (Composite Exhibit 12 and Exhibit 16)

While the three witnesses to the meeting provided us with different accounts about what happened at that meeting, the OIG concluded that, at that meeting, Mr. Meyerson provided three quotes to get the 2016 Light Up Systrunk job for MCL, two of which were in the names of other companies and priced higher than the third quote, which was MCL's.

Although the three September 13, 2016, estimates appeared to be generated from three different vendors, their estimate numbers were sequential: "Miami Christmas Lights" generated estimate number 16-366,¹² "South Florida Lighting Team" purportedly provided estimate number 16-367, and "Miami Event Lighting Pros" purportedly provided estimate number 16-368. The letterhead template appeared to be the same, as the company name, customer information block, proposal information block, and the word "ESTIMATE" appeared in the same location on all three estimates. In fact, the word "ESTIMATE" appeared to be italicized and in the same font on all three estimates. Finally, we saw that on "South Florida Lighting Team's" quote, only the third column of figures, line totals, differed from MCL's quote while the number of items and almost all the prices per item columns appeared exactly as on the MCL quote.¹³ The OIG concluded that Mr. Meyerson generated the two fraudulent quotes using the software system he used to generate MCL's September 13, 2016, actual quote and made them to reflect different company names with higher prices for the same services. (Compare Exhibit 7 with Exhibit 1, pp. 5-6)

Furthermore, we determined that the three entities were related. Mr. Meyerson's boss at MCL owned and ran all three, South Florida Lighting Team, Miami Christmas Lights, and Miami Event Lighting Pros.

Our investigation made clear that the quotes from South Florida Lighting Team and Miami Event Pros contained false information. MCL's owner told us that neither he nor any of his companies authorized the quotes purportedly from South Florida Lighting Team and Miami Event Lighting Pros. He also told us that Miami Event Lighting Pros did not exist. As described by MCL's

¹¹ Mr. Meyerson's August 9, 2016, email followed a scheduled July 26, 2016, meeting with Ms. Turner-Diggs and other CRA staff to discuss "holiday lighting for the Boulevard" and an August 2, 2016, meeting with the Recreation Manager. (Composite Exhibit 12) The Recreation Manager said he recalled being at meetings where MCL showed its drawings and displays but could not recall the dates of those meetings.

¹² Ms. Turner-Diggs caused a different MCL estimate to appear in the CRA's requisition, unsigned estimate number 16-492 dated November 1, 2016, for less services and in the amount of \$22,950.00, as described herein.

¹³ The only difference was that the price of \$500 for the second line item, "Lamp Post holiday decor-custom design," did not appear on the quote that was purportedly South Florida Lighting Team's September 13, 2016, quote. Instead, it appeared as "\$0.00."

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owner, Miami Event Lighting Pros was the name of a short-lived project that he had not used in years. Thus, to the extent that the quotes themselves represented that South Florida Lighting Team and Miami Event Lighting Pros was ready and able to provide the services at the listed prices, that was simply false.

Mr. Meyerson did not generate these quotes for the purpose of actually competing for the 2016 Light Up Sistrunk event. Instead, he created them to fulfill Ms. Turner-Diggs's need for two other quotes to make it appear as if the CRA were properly selecting MCL as the lowest bidder through the city's informal quote process. Thus, Mr. Meyerson had no regard for the legitimacy of the quotes themselves—his only concern was that the quotes established that MCL's estimate was the lowest of three.

MCL's owner informed the OIG that Mr. Meyerson was working with MCL under contract and had found the CRA Sistrunk opportunity and took the lead on that project. MCL paid Mr. Meyerson on commission, and he was authorized to facilitate business, locate opportunities, and provide quotes for MCL. MCL's owner recalled that the CRA signed their quote with Mr. Meyerson in 2016 but that Mr. Meyerson later informed him that the CRA could not honor the signed quote and was going to re-bid the project. In the meantime, MCL had invested money in the project. He told the OIG that he was very confused when he found out that the work for MCL was canceled because of three quotes coming from the same company. While he could not recall any specifics or conversations with Mr. Meyerson about it, he did remember that he did not instruct or authorize Mr. Meyerson to provide multiple quotes, telling the OIG, "We don't condone deceit."^{14, 15}

Nonetheless, Mr. Meyerson and Ms. Turner-Diggs' actions were deceitful. Ms. Turner-Diggs did not have CRA staff submit quotes for the procurement of the holiday lights until sometime between November 1 and November 3, 2016, when she provided quotes to CRA staff to create requisition number RQ1707648.¹⁶ Attached to the requisition were the two fraudulent quotes discussed above, but the third quote was not what Mr. Meyerson provided on September 13, 2016. Instead, she submitted a November 1, 2016, estimate from MCL in the amount of just \$22,950.00. (Exhibit 1, p.4)

In the OIG's inspection of city emails, we observed the origin of this November 1, 2016, estimate from MCL, which highlighted Ms. Turner-Diggs's dishonesty. On October 31, 2016, and November 1, 2016, Ms. Turner-Diggs emailed Mr. Meyerson and asked him for a new estimate

¹⁴ MCL's owner reported that he did not terminate Mr. Meyerson at the time on advice of counsel. Mr. Meyerson continued working for MCL until he was terminated in 2018 or 2019.

¹⁵ Following his August 2021 interview with the OIG, MCL's owner forwarded a document titled, "Miami Christmas Lights Guiding Principle – Honesty," which he offered as "training guidance MCL is providing its employees in light of the situation that arose with the CRA" designed to "help [the owner's] employees recognize and avoid such issues in the future." (Exhibit 15)

¹⁶ While requisition number RQ1707648 did not reflect a creation date, it reflected the approval path started November 2, 2016 and ended on November 3, 2016 with the Senior Procurement Specialist's rejection.

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and invoice. (Composite Exhibit 8) The November 1, 2016, email, which copied the Recreation Manager, read as follows:

Good morning,
[R.] in order for the CRA board to approve this purchase the only amount on the estimate and the invoice needs to be no more than \$24,500. You may include the bucket truck as long as it totals \$24,500. The remaining will be pick up in the second invoice for Parks and Rec. Therefore the CRA has the first 52 poles and Parks has the other 51 poles. Please get the new estimate today Thanks

(Composite Exhibit 8, p. 4).

In response, Mr. Meyerson attached an estimate addressed to Ms. Turner-Diggs reflecting a November 1, 2016, proposal date, quoting the amount of \$22,950.00 solely for the costs of providing holiday lighting for the "Sistrunk Ave Lamp Posts." (Composite Exhibit 14) It was this estimate from MCL, the estimate that suggested the project's cost was under the city's \$25,000 bid threshold, that Ms. Turner-Diggs had CRA staff attach to requisition number RQ1707648 along with the two fraudulent quotes.¹⁷

A. Mr. Meyerson's Account

Mr. Meyerson was frank about what led up to and what happened at the September 13, 2016, meeting. He explained that the NPF CRA used a different lighting company for many years, and when it was no longer happy with that company, he came in for a meeting. Before September 13, 2016, he attended several meetings and spoke several times with Ms. Turner-Diggs and the Recreation Manager to discuss the specific needs for the 2016 Light Up Sistrunk event.

At the September 13, 2016, meeting, he made MCL's sales pitch to Ms. Turner-Diggs and the Recreation Manager and felt it went well. Mr. Meyerson explained that Ms. Turner-Diggs and he discussed a price threshold for the holiday lighting project, and Ms. Turner-Diggs signed MCL's quote. He considered this to be a contract.

It was Mr. Meyerson who provided us with a copy of this signed estimate, which was not a part of the records the city produced to the OIG during the investigation. Indeed, no one we spoke to from the city knew of its existence.

MCL estimate number 16-366 was dated September 13, 2016. It quoted \$51,450.50 for holiday themed lighting displays for light poles along Sistrunk Avenue and four buildings. Just

¹⁷ This investigation also determined that Ms. Turner-Diggs attempted to split the purchase price for this event. We discuss this attempt to violate the Procurement Code later in this report.

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as Mr. Meyerson told the OIG it would, Ms. Turner-Diggs's signature appeared on the bottom of the quote under the Terms and Conditions section, as shown below:

Terms and Conditions
By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2018 season.

Name: Thomasina Meyerson Diggs
Signature: _____ Date: 9/13/16

OIG Figure 1: Excerpt from Exhibit 7, Ms. Turner-Diggs's signature on MCL estimate number 16-366, agreeing on behalf of the city to pay \$51,450.50 for MCL services for the 2016 holiday season.

Mr. Meyerson told us that, after Ms. Turner-Diggs signed the document, as he was walking out of the office, she asked him if he could help her with other bids for the same project. He told us that she said she needed them for the file. By that time, the Recreation Manager was not in the room.¹⁸

Mr. Meyerson told her they had other companies he could use and sat at Ms. Turner-Diggs's computer where he made up two quotes for her file. He did so by using Ms. Turner-Diggs's computer to remotely access MCL's computer software program that stored its documents. Mr. Meyerson said he showed her the quotes he created and asked, "Is this good?" Ms. Turner-Diggs told him yes and that was all she needed. He printed the two additional quotes and gave them to her.

Regarding the split estimate, Mr. Meyerson said it was not unusual to get such a request, especially with two different entities within the same organization paying for portions of the same project. Ms. Turner-Diggs had her end of the project, and the Recreation Manager had his end, so he split the costs. He believed that in this case the NPF CRA was responsible for the light poles and that Parks was responsible for the buildings.

Mr. Meyerson told the OIG that, when he left the September 13th meeting with Ms. Turner-Diggs' signature, MCL went out and purchased the products to satisfy the contract. He said that, once the city decided to re-bid the project in October 2016, there was very little time between the bid deadline, award of the contract, and the installation of the light displays. MCL was the only vendor that had the products needed for the bid, and, because of the short time frame, none of the other companies would have been able to get the materials needed in

¹⁸ We spoke to the Recreation Manager about what happened at this meeting. He explained that as he managed the city's events, he acted as a "second set of eyes" in reviewing plans for displays and the like. While he did not recall the specific date of the meeting, he recalled meeting with Mr. Meyerson and Ms. Turner-Diggs to discuss MCL's proposal. Once they were done reviewing the technical aspects of the proposal, Mr. Meyerson and Ms. Turner-Diggs started discussing payment of the project. He then left the meeting, as he had no involvement in the purchasing aspect of the project.

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time for installation. He offered that it would have been almost impossible for another company to get the required materials in time; the only reason MCL was able to meet the installation deadline after the bid was because it had already purchased the specific products needed after securing the contract in September.

B. Ms. Turner-Diggs's Account

As a CRA coordinator, in addition to other duties, Ms. Turner-Diggs had handled solicitations for the NPF CRA's holiday lights and had done so since she started with the CRA.

She said she believed that she did an informal quote process for the 2016 Light Up Sistrunk event because the amount the NPF CRA was paying was less than \$25,000.00. At that time, MCL was an established vendor for the Beach CRA but had not done any work for the NPF CRA. She said she believed she first met Mr. Meyerson around the beginning of 2016 when the NPF CRA was looking into having a bigger lighting event on Sistrunk Boulevard and had heard that MCL might be a good vendor for the event. Prior to 2016, the NPF CRA used other Christmas lighting display companies.

Ms. Turner-Diggs said she believed she requested quotes for the 2016 Light Up Sistrunk event from Christmas Designers, Brandano and Holiday Landscapers. According to her, she submitted those quotes to Procurement.¹⁹

She recalled having a meeting with Mr. Meyerson and the Recreation Manager in September 2016. She also recalled receiving a quote from Mr. Meyerson at that meeting and signing that quote. (Exhibit 7) Ms. Turner-Diggs said that her signature meant MCL would be the vendor for the Sistrunk lighting project. She told the OIG she only signed the quote because Procurement had already selected MCL as the winning vendor.²⁰

At this point in her interview, Ms. Turner-Diggs embarked on varying accounts of how the city ultimately procured MCL for the 2016 Light Up Sistrunk event—accounts that were contrary to the city's records, other city employees' accounts, and, at times, her own statements.

She recounted that, on a date before Procurement selected MCL and before the meeting in September 2016 where she signed MCL's quote, Mr. Meyerson told her and the Recreation Manager²¹ that he could assist them by getting them quotes from two other companies that provided the same type of service. Mr. Meyerson provided Ms. Turner-Diggs the two

¹⁹ We did not find—and Ms. Turner-Diggs did not offer—any evidence that vendors Christmas Designers, Brandano, or Holiday Landscapers submitted quotes to provide lighting displays for the 2016 Light Up Sistrunk event.

²⁰ Ms. Turner-Diggs's admission to signing the \$51,450.50 MCL quote evidenced that she knew that the cost of the project would exceed \$25,000.00 and required a formal bid process.

²¹ While Ms. Turner-Diggs told us that the Recreation Manager was involved in the conversation regarding her need for additional quotes, we are confident he was not, given Mr. Meyerson's statement that he and Ms. Turner-Diggs were alone, the Recreation Manager's statement that he left the meeting after his review of the technical aspect of MCL's proposal, and Ms. Turner-Diggs's difficulty in maintaining a single account of the events at issue.

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additional quotes and she submitted them to Procurement, who in turn, rejected the requisition package, and sent the project out for bids.

Her stated recollection of when she obtained the other companies' quotes from MCL then changed. In this new account, she told us that when Mr. Meyerson gave her MCL's quote, she thanked him and told him that she needed two other companies' for a total of three quotes. In response, Mr. Meyerson showed her and the Recreation Manager quotes from two other companies and said, "We all work together. I know these people." However, she continued, he never said that the two other companies were all a part of MCL. She and the Recreation Manager looked at the two quotes, saw they were from companies with different names and told Mr. Meyerson it worked for them. At that point Mr. Meyerson printed them and gave them to Ms. Turner-Diggs.

Ms. Turner-Diggs denied allowing Mr. Meyerson to use her computer to create the other quotes. Instead, she said that he "offered to show us the other two companies and what their pricing was going to look like." She also said she believed he used her computer to print the quotes because his printer was not working and accessed the internet on her computer to print the two quotes.

In any event, she said she did not solicit the two additional quotes from Mr. Meyerson, saying that he volunteered them.

Procurement rejected the requisition packet because the quotes were all from the same company, and the project went out for bids. Procurement allowed MCL to bid on the project and MCL ultimately won the contract. She told the OIG that she signed MCL's quote "after all of that."

This last account by Ms. Turner-Diggs was largely similar to Mr. Meyerson's account of what happened at the September 13, 2016, meeting. More importantly, as the three quotes Mr. Meyerson provided to Ms. Turner-Diggs reflected a September 13, 2016, date, the date Mr. Meyerson, the Recreation Manager and Ms. Turner-Diggs agreed to meet, it confirmed, as Mr. Meyerson told us, that he gave her MCL's quote—the one she signed—and the South Florida Lighting Team and Miami Lighting Event Pros quotes that same day. This cut against her insistence that she signed MCL's quote agreeing to a \$51,450.50 price only after the city properly awarded MCL the contract, which was not until November 15, 2016.

But then, Ms. Turner-Diggs's story changed again as to when Mr. Meyerson gave her the quotes. When we asked her to reconcile her earlier statement that Mr. Meyerson provided her the quotes before September 13, 2016 with her most recent statement that placed her receipt of the quotes on September 13, 2016, she reiterated her initial statement that Mr. Meyerson did not give her the other companies' quotes on September 13, 2016, as it would have been "too late for us to do that" She said he gave her the additional quotes that she submitted to Procurement early on when they first started the procurement process. She maintained that she also gave Procurement quotes from Christmas Designers, Brandano, and Holiday Landscapers.

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By the end of her interview, Ms. Turner-Diggs claimed to have no recollection of when Mr. Meyerson gave her the additional quotes other than to insist it was after Procurement selected MCL for the 2016 Light Up Sistrunk event, which triggered the NPF CRA and the city to put the solicitation together. But such an assertion made no sense, as it meant that the city selected a vendor before receiving bids. Ms. Turner-Diggs said she was not concerned about receiving two competing quotes from a vendor who was also competing to win the award because MCL was an established vendor with the city. And she said she allowed it because she had no reason to distrust Mr. Meyerson.

If Ms. Turner-Diggs's timeline were believed, she would only have to account for her lack of judgment in accepting the two additional quotes from Mr. Meyerson. After all, according to her, she had no reason to distrust him. And, given her claim that she provided Procurement with quotes from Christmas Designers, Brandano, and Holiday Landscapers, there would be no basis to believe that she was unlawfully attempting to direct the city's contract to MCL.

However, Mr. Meyerson's records, the city's records, city employees, and Ms. Turner-Diggs's own conduct refuted her farfetched accounts of the circumstances surrounding her receipt of the fraudulent quotes as well as any contention that she was oblivious of the fraudulent nature of the quotes or the wrongfulness of her actions.

To begin with, the city's email records showed that Mr. Meyerson emailed MCL's formal proposal for the 2016 Light Up Sistrunk event to Ms. Turner-Diggs and the Recreation Manager on August 9, 2016. (Exhibit 12) Several other emails showed that, after Mr. Meyerson sent that proposal, he expressed wanting to meet with them to discuss "put[ting] some sort of deal together for Systrunk" (Composite Exhibit 14), and the three ultimately agreed to meet September 13, 2016. (Exhibit 16)

The city's procurement records also disputed Ms. Turner-Diggs's timeline. In response to the OIG's request for records, the city only produced one requisition in conjunction with the 2016 Light Up Sistrunk event—requisition number RQ1707648. We spoke to the CRA accounting clerk who submitted the requisition to Procurement. She told us the only quotes that Ms. Turner-Diggs gave her for the requisition were the ones she attached to it—that is, the two fraudulent ones that Mr. Meyerson created and were dated September 13, 2016, and the one from Miami Christmas Lights that was dated November 1, 2016. Indeed, the informal quote form that was part and parcel of the requisition package also reflected that there were only three quotes attached to the requisition—the ones from Miami Christmas Lights, South Florida Lighting Team, and Miami Event Light Pros. (Exhibit 1, p.1) There were no city records—and Ms. Turner-Diggs did not provide any records—to support her assertion that she ever submitted quotes from Christmas Designers, Brandano, and Holiday Landscapers for the 2016 Light Up Sistrunk event.

Ms. Turner-Diggs's own behavior leading up to the submission of the requisition package also reflected that she unilaterally determined that MCL was the winning vendor and acted to make it the winning vendor well before the CRA submitted requisition number RQ1707648 sometime between November 1 and November 3, 2016. In an October 24, 2016, email, she informed a group made up of city staff, Mr. Meyerson, and a representative from a property management company,

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that a meeting scheduled for the next day was canceled as “the Vendor (Miami Christmas Lights)” had a scheduling conflict. (Composite Exhibit 17) In an October 28, 2016, email, Mr. Meyerson proposed certain design ideas, to which Ms. Turner-Diggs responded that she liked the ideas and that they needed to meet. (Composite Exhibit 17) Considering what happened during the September 13, 2016 meeting, Mr. Meyerson’s proposal of the ideas suggested that MCL was already preparing to execute its part of what it believed to be its valid contract with the city.

Furthering her scheme to steer the procurement was the October 31, 2016, email with Mr. Meyerson, where Ms. Turner-Diggs displayed her willingness to violate a basic tenet of procurement in order to ensure that the city would contract with MCL. In this email, Ms. Turner-Diggs asked Mr. Meyerson to split the quote to reflect an amount below \$24,500.00. (Composite Exhibit 8, p. 1)²²

Ms. Turner-Diggs made this request even though basic procurement principles prohibited such efforts to circumvent the city’s procurement processes. Indeed, Section 2-188 of the city’s 2016 Procurement Code ordered, “No contract or purchase shall be subdivided to avoid the requirements of this division.” That is, no purchase could be divided to circumvent the over-\$25,000.00 threshold for requiring a formal sealed-bid procurement. But that was exactly what Ms. Turner-Diggs intended to do to ensure that the project would not go out for bids and instead be processed by Procurement as a purchase requisition based on quotes. To that end, Ms. Turner-Diggs caused Mr. Meyerson’s altered MCL quote dated November 1, 2016, to be attached to and back up the requisition that Procurement subsequently rejected on November 3, 2016.

Ms. Turner-Diggs’s explanations about her incriminating October 31, 2016, email to Mr. Meyerson are further evidence that she was aware of her wrongdoing. At first, she claimed she did not ask Mr. Meyerson to split the quote. Rather, she said she asked him to make the CRA’s portion \$24,500.00 because that was the amount to which the CRA had agreed. This was despite her own words in a follow-up November 1, 2016, email instructing, “[I]n order for the CRA board to approve this purchase the only amount on the estimate and the invoice needs to be no more than \$24,500 The remaining will be pick up in the second invoice for Parks and Rec.” (Composite Exhibit 8, p. 4) Ms. Turner-Diggs further asserted that the Former CRA Manager told her to write the email she sent to Mr. Meyerson asking him to split the quote, but he denied this very specifically, stating that he would not have instructed Ms. Turner-Diggs to separate out the bid to avoid the \$25,000.00 threshold but would have directed her to follow the applicable purchasing rules.

Through her explanations, Ms. Turner-Diggs suggested that it would be proper for the city to have split MCL’s quote because there were two different funding sources, Parks and the CRA. But the city officials we spoke to about this insisted that this was not a basis for dividing a purchase and, indeed, emails that the OIG observed between city staff following the discovery of the fraudulent quotes discussed and rejected this approach. As the project was a single purchase, the

²² Of course, it was imperative for Ms. Turner-Diggs to have a quote under \$25,000.00 as anything higher would have triggered a formal sealed solicitation for which she would have no control over the bids or the vendor selection.

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Procurement Code at Section 2-180 required its procurement to be through a formal bid process, and the law—including the prohibition at Section 2-188 that forbade bid splitting—provided no exception or exclusion for purchases to be paid for by separate funding sources.

Ms. Turner-Diggs further asserted that she sent the incriminating email after Procurement had rejected the quotes and had chosen MCL for the event through bid number 573-11854, which would have been after November 15, 2016, if true. She told us the reason her email predated Procurement's November 15, 2016, award letter to MCL by two weeks was because someone in Procurement told her it had already selected MCL—maybe the procurement specialist who originally discovered MCL's fraudulent quotes.

Of course, we know that explanation to be baseless considering the fact it was the quote Mr. Meyerson sent in his November 1, 2016, response to that email that appeared with requisition number RQ1707648—the requisition that Procurement rejected on November 3, 2016.

In sum, we established that Ms. Turner-Diggs chose MCL without a competitive solicitation and then used Mr. Meyerson's help in an attempt to secure the business for that company. Although their attempt to direct the contract for the 2016 Light Up Sistrunk event to MCL was ultimately foiled by an alert Procurement employee, the knowing and intentional attempt to give MCL a competitive advantage, in and of itself, amounted to felony bid tampering.

2. Criminal Use of a Public Record

We further determined that, in addition to forming the basis for felony bid tampering, Ms. Turner-Diggs's conduct amounted to a separate act of criminal fraud. Section 817.569, Florida Statutes, criminalizes the act of knowingly providing "false information that becomes part of a public record" to facilitate the commission of a crime. Doing so to facilitate the commission of any felony constitutes a third-degree felony.

As discussed above, Mr. Meyerson told us that, after Ms. Turner-Diggs signed MCL's September 13, 2016, quote, Ms. Turner-Diggs asked for his help in getting two other quotes. With her knowledge and in her presence, Mr. Meyerson generated and provided her two additional quotes that reflected different company names and higher prices. The two other company names that Mr. Meyerson used for these quotes were related to either MCL or MCL's owner. Mr. Meyerson was able to generate these two additional quotes by using Ms. Turner-Diggs's computer to remotely access MCL's computer software program that stored its documents, to include invoices and estimates.

Again, our investigation made clear that the quotes from South Florida Lighting Team and Miami Event Lighting Pros contained false information. MCL's owner told us that neither he nor any of his companies authorized the offers that Mr. Meyerson submitted that appeared to be from South Florida Lighting Team and Miami Event Lighting Pros. In fact, Miami Event Lighting Pros no longer existed. Thus, as we observed earlier, to the extent that the quotes themselves represented

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that South Florida Lighting Team or Miami Event Lighting Pros was prepared to offer the services within the quotes at the listed prices was simply false.

Of course, Mr. Meyerson did not generate these quotes for the purpose of competing for the 2016 Light Up Sistrunk event. Instead, he created them to fulfill Ms. Turner-Diggs need for two other quotes to make it appear as if the CRA was properly selecting MCL as the lowest bidder through the city's informal quote process. Thus, he had no regard for the veracity of the quotes themselves—his only concern was that the quotes reflected different company names and higher prices.

That Mr. Meyerson knowingly created quotes with false information—that is, quotes he was not authorized to offer, that intentionally reflected higher prices, and which he did not expect to be honored—was evident on the face of one of the quotes. South Florida Lighting Team's September 13, 2016, quote was simply MCL's September 13, 2016, quote, but with higher line-item totals and a higher grand total. But the line items' quantities and almost all the prices in both quotes were the same in both quotes.²³ Accordingly, as seen in OIG Figure 3 below, several of the totals in the final column were mathematically incorrect.²⁴

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Lamp Post holiday decor-custom design	103	\$500.00	\$51,500.00
Garland with red ornamentation and sea life design			
Mize! Bid	1	\$0.00	\$0.00
Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof	200	\$5.50	\$1,100.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section	1	\$400.00	\$400.00
Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$300.00	\$600.00
NCAAP Building	1	\$0.00	\$0.00
Install Clear incandescent C7 lights Roof Line outline the	130	\$5.50	\$715.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$400.00
Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00

OIG Figure 2: Excerpt from Exhibit 7, MCL's September 13, 2016, quote.

²³ The price of \$500.00 for the second line item, "Lamp Post holiday decor-custom design," did not appear on the quote that was purportedly South Florida Light Team's September 13, 2016. Instead, it appeared as "\$0.00."

²⁴ Curiously, the South Florida Lighting Team quote also contained repetitive descriptions for the line items which suggested Mr. Meyerson used MCL's quote as a template to create South Florida Lighting Team's false quote.

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Item	Qty	Price	Total
- Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
- Lamp Post holiday decor-custom design Garland with red ornamentation and sea life design	103	\$0.00	\$51,500.00
- Mizell Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof	200	\$5.50	\$1,400.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$500.00
- Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section			
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake - Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$300.00	\$800.00
- NAACP Building	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line outline the	130	\$5.50	\$910.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$500.00
- Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include			
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00

OIG Figure 3: Excerpt from Exhibit 1, South Florida Lighting Team's September 13, 2016, quote.

Mr. Meyerson likewise knew he was providing false information when he provided the Miami Event Lighting Pros quote. While we did not see the errors in the Miami Event Lighting Pros quote that we saw in the South Florida Lighting Team quote, Mr. Meyerson was not authorized to make an offer on behalf of Miami Event Lighting Pros—as the company did not exist. MCL's owner informed us that Miami Event Lighting Pros was the name of a short-lived project that he had not used in years.

Mr. Meyerson provided these false quotes with false information to Ms. Turner-Diggs, and Ms. Turner-Diggs, in turn, provided the quotes as part of a requisition package to Procurement, knowing full well of their false nature. As these quotes were “documents, papers . . . made or received pursuant to law or ordinance or in connection with the transaction of official business” by the CRA and Procurement, they became public records as defined by Section 119.011, Florida Statutes. Ms. Turner-Diggs provided this false information to facilitate her act of bid tampering, a felony. Accordingly, Ms. Turner-Diggs's conduct amounted to further criminal misconduct.

3. Falsification of Records

We further determined that Ms. Turner-Diggs and Mr. Meyerson's creation and filing of the two additional fraudulent quotes on September 13, 2016, also amounted to a misdemeanor.

Section 839.13, Florida Statutes, titled “Falsifying records,” forbids, among other things, the act of fraudulently altering, defacing, or falsifying²⁵ “any minutes, documents, books, or any proceedings whatever of or belonging to any public office within this state” A violation of this statute constitutes a first-degree misdemeanor.²⁶

²⁵ According to the online Cambridge Dictionary, to falsify is “to change something, such as a document, in order to deceive people” Retrieved from <https://dictionary.cambridge.org/us/dictionary/english/falsify> on August 24, 2021.

²⁶ Section 777.011, Florida Statutes directs that an individual who “aids, abets, counsels, hires, or otherwise procures” a completed felony or misdemeanor is a principal in the first degree and may be charged, convicted, and punished as the actor, as well.

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As discussed above, at about the same time that Ms. Turner-Diggs signed MCL's September 13, 2016, quote and with Ms. Turner-Diggs knowledge and in her presence, Mr. Meyerson falsified and provided Ms. Turner-Diggs two additional quotes "for the file" to improve MCL's position in securing the city's business.

When Mr. Meyerson provided Ms. Turner-Diggs the three quotes on September 13, 2016, they became documents belonging to the city. Accordingly, Ms. Turner-Diggs engaged in further criminal misconduct when she knowingly accepted and submitted the falsified quotes to the city in support of the procurement of MCL's services for the 2016 Light Up Sistrunk event.

Ms. Turner-Diggs Misused Her Public Position

As a public employee, Ms. Turner-Diggs was also bound to the edicts of the State Ethics Code. Her role in the bid tampering and the falsification of records also constituted a violation of that code as a corrupt misuse of her public position.

Section 112.313(6), Florida Statutes, pronounces that no employee of a government agency "shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others . . ." Here, Ms. Turner-Diggs's conduct ran afoul of this language where she capitalized from the duties the CRA entrusted her with to properly procure holiday light displays for its annual holiday events, including the 2016 Light Up Sistrunk event, to benefit Mr. Meyerson, MCL, or both.

Specifically, Ms. Turner-Diggs capitalized from the fact that she, the CRA coordinator, had full control of the quotes she was collecting for the city to use in the preparation of a requisition for the CRA's holiday light display. Using this control, she collected MCL's November 1, 2016, quote, as well as the fraudulent September 13, 2016, quotes that Mr. Meyerson prepared in her presence and with her knowledge. Ms. Turner-Diggs then provided these quotes for CRA staff to submit with a requisition to Procurement.

Ms. Turner-Diggs's conduct both before and after the November 2016 requisition showed that she engaged in these acts with corrupt intent. To begin, as explained above, she had Mr. Meyerson split the quote, in violation of the Procurement Code, to ensure control of the purchase. Furthermore, in attempting to her explain her actions, Ms. Turner-Diggs gave several accounts that were contradictory to themselves, contradictory to the records, and in part contradictory and in part corroborative to Mr. Meyerson's admissions—admissions that were supported by records.

Finally, Ms. Turner-Diggs engaged in these acts to secure a special privilege for MCL or Mr. Meyerson—the contract for the 2016 Light Up Sistrunk event, the sales commission thereon, or both. Accordingly, in addition to criminal misconduct, Ms. Turner-Diggs engaged in ethical misconduct.

The City's Actions

1. The City and CRA's Procurement of MCL

Ms. Turner-Diggs and Mr. Meyerson's conduct, in light of the city's procurement code as it existed, the short timetable that they forced upon the city, and the advantage that MCL had due to its advance notice and early investment in the project, ultimately forced the city to choose between three noxious options. They were: (1) selecting the vendor with an unfair advantage and whose agent submitted manufactured "competing" quotes to get the same business but then bid \$35,149.00 lower than the only other responding vendor, (2) selecting the only other responding vendor, or (3) going without holiday lighting for the NFP CRA neighborhood that year.

It was a particularly difficult decision to make as it appeared to reward MCL for its agent's fraud. But it was a decision that the city's administration did not, in fact, have to make.

At the time, Section 2-173 of the Procurement Code defined "responsible bidder" as a bidder with "the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance." At Section 2-174, the Procurement Code also gave authority to the finance director²⁷ "to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the city for a stated period of time, subject to approval of the city manager." As the dubious quotes that Mr. Meyerson submitted arguably did not reflect on MCL's ability to perform the contract or on any failure to honor its own quote, it is questionable whether the finance director had the ability, under those provisions, to declare MCL irresponsible or otherwise exclude it from doing business with the city. Additionally, Section 2-174 at the time provided for the finance director and city manager to exercise their judgment in the best interest of the city, which was further defined at Section 2-173 as "a judgmental assessment of what will result in a maximum benefit being conferred upon the city."

Needing the holiday lighting services post-haste, the city awarded MCL the contract where, even considering what the finance director and Former City Manager knew about Mr. Meyerson's manufactured quotes, the city administration may not have believed it had a legal basis to exclude MCL from bidding or obtaining the contract. As the Former City Manager observed, the Procurement Code lacked due process for any such exclusion.

But the city administration did not need to take this troublesome action. Although the procurement code might have appeared to allow it to select MCL, once the nature of what was then known to be Mr. Meyerson's fraud was exposed, the former administration should have recognized that the subsequent contract violated several tenets of public procurement and the public's expectations when its government spends taxpayer money, that is, integrity, openness, fairness, competition, and accountability. Upon that recognition, regardless of whether MCL could be procured per the

²⁷ While the Procurement Code gave this authority to the "purchasing manager," it also defined the finance director to be the purchasing manager. Sec. 2-173.

code, the administration could and should have made the circumstances of the fraud and prospective purchase transparent to the city commission and public by setting the matter before the commission and seeking its direction or approval on whether to procure MCL.

2. The City's Overhaul of Its Procurement Code

Following the city's experience with Mr. Meyerson's fraudulent quotes to boost MCL's original estimate, the city implemented a series of changes in the Procurement Code that would have helped to avoid or address the problems it encountered in 2016.

The city commission passed ordinance number C-17-26 on September 6, 2017, which repealed the then-existing Procurement Code in its entirety and replaced it with a new one. It provided for a dispute resolution and protest procedure, allowing for the finance director or designee to suspend a supplier for two years upon good cause—which included any fraud or misrepresentation in connection with any competitive solicitation or contract with the city, the violation of ethical standards in law, or any other cause he or she deemed to affect an assessment of responsibility materially and adversely—with the city manager's approval. It also provided for debarment under limited circumstances, for vendor protest procedures, and for the city commission to waive or lift a suspension or debarment.

Then on June 4, 2019, the city passed ordinance number C-19-11, which changed the chief procurement officer to the procurement and contract manager in charge of the centralized Procurement division or their designee. It also moved the authority to execute purchases and contracts from the chief procurement officer to the city manager and allowed the city manager to delegate the execution of purchases and contracts. Finally, the city added a detailed subsection on solicitation protests, further shaping the due process that was lacking under the old code.

INTERVIEW SUMMARIES

As a part of the investigation, OIG Special Agents conducted several interviews. The statements made in significant interviews are summarized below.

1. Interview of Thomasina Turner-Diggs

Ms. Turner-Diggs had worked as a CRA coordinator for the NPF CRA since approximately 2005. Her position title changed to CRA planner in approximately 2019. When she was a CRA coordinator, her duties included managing different NPF CRA property management accounts, coordinating special events, marketing and advertising, and managing the community advisory boards and homeowners' associations. She also conducted the bids for the NPF CRA holiday lights, property maintenance, and cleaning and landscaping. Her duties remained the same as a CRA planner, but she was no longer responsible for marketing and advertising.

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Ms. Turner-Diggs conducted the bids for the holiday lights since approximately 2005. She wrote the solicitations and followed the city's procurement and purchasing rules. She did not receive any training in purchasing, procurement, and solicitations. She learned the purchasing processes by calling the city's Procurement office.

Ms. Turner-Diggs's process for acquiring companies to do the NPF CRA Christmas lighting started with her approaching companies that were city vendors. The NPF CRA has a limited budget, so most of the time it would engage in an informal bid process. The NPF CRA sent the information to three companies that were city vendors and waited to see who came back as the lowest vendor. The price threshold "was always \$24,999" because that was the amount NPF CRA was allowed to spend in their procurement guidelines without having to go to the advisory board for approval. The process of going before the advisory board included asking approval to go to BidSync, which then went before the city commission for approval before proceeding to put the item out for bid.

If an item was under the \$24,999, the CRA manager had to approve the item before she started the informal bid process. The NPF CRA had an in-house "informal bid sheet" that she used and sent to Procurement. The informal bid sheet included a section for her to enter the three vendors' information once she received the bids. She attached them to the document and sent the packet to her manager to decide. The manager then sent the packet to Procurement for the final approval. When items go to BidSync, Ms. Turner-Diggs wrote the scope of work. Procurement included the other information for the bid. Ms. Turner-Diggs worked with the procurement specialist assigned to the NPF CRA which periodically changed.

Ms. Turner-Diggs had no authority to approve a purchase; the CRA manager approved all of them.

The NPF CRA holiday lights projects she worked on were the ones within the NPF CRA boundaries of Sistrunk Boulevard. Parks was also involved in the project because the NPF CRA had a limited amount of money to spend, so Parks came in to assist with what they needed to complete the lighting project. Parks ran the Light Up Sistrunk event (Sistrunk event). Ms. Turner-Diggs worked with the Recreation Manager in Parks to plan and manage the event.

Ms. Turner-Diggs believed that in 2016, she did the informal bid process for the Sistrunk event because the amount the NPF CRA was paying was less than \$25,000. She first met Randy Meyerson with Miami Christmas Lights (MCL) through a Beach CRA employee. MCL was an established vendor for the Beach CRA but had not done work for the NPF CRA at that point. Ms. Turner-Diggs probably met Mr. Meyerson around the beginning of 2016 when the NPF CRA was looking to do a bigger lighting event on the boulevard and were told that MCL might be a good vendor to do that. Prior to 2016, the NPF CRA used other Christmas lighting display companies.

Ms. Turner-Diggs believed she requested informal bids from Christmas Designers, Brandano and Holiday Landscapers for the 2016 Sistrunk event. She believed it was these quotes that she submitted to Procurement for that event as part of the informal bid process.

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Ms. Turner-Diggs and the Recreation Manager had a meeting with Mr. Meyerson in September 2016. She received and signed a quote from Mr. Meyerson at that meeting.

[Ms. Turner-Diggs viewed a copy of a September 13, 2016, MCL quote that reflected her signature on the bottom (Exhibit 7).] Ms. Turner-Diggs confirmed that the signature was hers and represented that MCL would be the vendor used for the project. As the document was signed in September 2016, if the CRA received the document, it was because Procurement had already selected MCL.

The \$51,450.50 amount that appeared on MCL's September 13, 2016, quote was not indicative of the amount to which Procurement agreed. Rather, Procurement approved the vendor while the CRA and Parks agreed to the \$51,450 figure. The CRA and Parks agreed to pay the \$51,450.50, and Procurement selected MCL to do the work.

Ms. Turner-Diggs could not explain why, given her explanation that Procurement had already selected MCL before she signed the September 13, 2016, quote, she would submit two additional quotes to Procurement. She could not provide an explanation because she did not know to what two other quotes the OIG was referring.

Ms. Turner-Diggs did not ask Mr. Meyerson to help her get two more quotes during their meeting in September 2016. Before MCL was selected as the vendor, Mr. Meyerson told the Recreation Manager and her that he could assist by showing them other companies that provided the same type of service and by getting quotes from two other companies. After Mr. Meyerson provided Ms. Turner-Diggs with the two additional quotes, she submitted them to the Procurement office. In response, Procurement told her the three quotes were being rejected because they were all from the same company and the item needed to go back out for bid.

Afterwards, Ms. Turner-Diggs, the Recreation Manager, the Former CRA Manager, and the Parks director met on an unknown date and decided to not use MCL. However, Procurement told the group that MCL would be allowed to bid on the project when it went back out for bid. MCL bid on the project, and the city awarded MCL the contract for the 2016 Light Up Sistrunk event. The September 13, 2016, MCL quote with her signature "happened after all of that."

The bids she got from Christmas Designers, Brandano and Holiday Landscapers went to Procurement.

Ms. Turner-Diggs did not receive any word from Procurement and initially, when Procurement decided to rebid with MCL included, "that's how we found out that MCL had two other companies along with them. That's when we sent that bid over. Procurement never told us not to use MCL. As a matter of fact, they told us we had to use them because they accepted the bid, and this is what you're showing me [the September 13, 2016, quote], this is after what happened . . . when Randy Meyerson came up with two other companies"

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Mr. Meyerson did not give Ms. Turner-Diggs the two additional quotes on September 13, 2016, as “that would have been too late for us to do that” He gave them to her early on when the process first started.

Mr. Meyerson’s statement that she asked him to help her get two additional quotes for the file on September 13, 2016, was a lie. When Mr. Meyerson gave her MCL’s quote, she told him thank you and that she needed two other companies for a total of three quotes. The Recreation Manager was in the room when this happened. In response, Mr. Meyerson told the Recreation Manager and her that he knew the companies because they all worked together but never said that the two other companies were all a part of MCL. She and the Recreation Manager looked at the two quotes, saw they were from companies with different names, and told Mr. Meyerson it worked for them. At that point, Mr. Meyerson printed them out and gave them to Ms. Turner-Diggs, who then put them together with MCL’s quote and sent them to Procurement. Procurement then rejected the packet and said the quotes were all from the same company.

Ms. Turner-Diggs did not review the quotes Mr. Meyerson gave her before submitting them to Procurement as that was Procurement’s job. As MCL was an established vendor with the city, she was not suspicious about receiving two additional quotes from a vendor that was also competing for the business. This was the first time she had a vendor provide her competing quotes. It should not have happened. She allowed it to happen because Mr. Meyerson and MCL was an established city vendor, and she did not have a reason to distrust what Mr. Meyerson was doing.

Ms. Turner-Diggs could not reconcile her initial explanation that Mr. Meyerson gave her the two quotes prior to the September 2016 meeting with her subsequent contention that she got them at the meeting with Mr. Meyerson in September 2016. She explained that she did not recall the specific meeting that it happened as “you’re taking me back to 2016. I do not remember this happening then, because we normally get our quotes at the beginning of the year.” Whenever Procurement signed MCL on for the event was when the NPF CRA and Parks decided to put this bid together. But she did not recall when that would have been.

Mr. Meyerson did not use Ms. Turner-Diggs’s computer to create two additional quotes. Instead, “...Meyerson offered to show us the other two companies and what their pricing was going to look like.” She believed that Mr. Meyerson used her computer to print the quotes because his printer was not working. Mr. Meyerson accessed the internet on her computer to print the two quotes. Ms. Turner-Diggs did not solicit Mr. Meyerson for the two additional quotes – Mr. Meyerson volunteered them.

Neither MCL nor Mr. Meyerson promised Ms. Turner-Diggs anything, or give her any gifts, for the business. She did not promise Mr. Meyerson or MCL anything.

[Ms. Turner-Diggs viewed her October 31, 2016, email to Mr. Meyerson where she requested an estimate that reflected a \$24,500 figure (Composite Exhibit 8).] She did not ask Mr. Meyerson to separate the bid. Rather, she asked him to make her portion \$24,500, as that was the amount the

CRA agreed upon with Parks. Mr. Meyerson was aware of the agreement between the NPF CRA and Parks to split the cost because the NPF CRA could not afford to pay the bulk of the amount.

Her boss, the Former CRA Manager, directed her to write the October 31 email to Mr. Meyerson, probably during an impromptu meeting about the project. Ms. Turner-Diggs believed the Former CRA Manager had her write the email based on a discussion they had on what the NPF CRA had to spend on the project. Ms. Turner-Diggs copied all the NPF CRA and city management staff involved in the project on the email.

Ms. Turner-Diggs sent the October 31 email after Procurement had rejected the quotes (requisition number RQ1707648) and when MCL was then chosen by Procurement to do the event (bid number 573-11854). [OIG staff informed her that Procurement sent the award letter to MCL after the October 31 email.] When Procurement sent the award letter was up to Procurement, she was told before that that MCL was the chosen vendor. Her procurement specialist, the Senior Procurement Specialist, would be the person that would have told her that Procurement had selected MCL. It was not normal for Procurement to tell Ms. Turner-Diggs of its selection weeks before the email awarding the bid was sent to the vendor. MCL was still the CRA's vendor for holiday lights.

She recalled meeting with the assistant city manager and the Parks director before they all met with the city's professional standards office to discuss what happened with MCL and the three quotes. The professional standards office recommended training and counseling in proper procurement procedures. Nobody counseled her. Nor did she receive procurement training.

2. Interview of M. Randy Meyerson

Mr. Meyerson was a former employee of South Florida Lighting Team, LLC, which did business as Miami Christmas Lights. He worked in sales for approximately five to six years and reported to the MCL Owner.

Mr. Meyerson got involved in work with the Sistrunk area by "cold calling" for many years. He made phone calls and sent emails to the Recreation Manager and Ms. Turner-Diggs for several years before he landed a meeting. The NPF CRA used a different lighting company for many years, and when it was no longer happy with that company, he was finally able to come in for a meeting in approximately 2016. He believed MCL had an advantage because it was involved in other projects with the city.

Mr. Meyerson made his pitch to the NPF CRA and felt he blew them away with what MCL could do. He attended several meetings and spoke with Ms. Turner-Diggs and the Recreation Manager several times to discuss specific needs and wants leading up to a meeting on September 13, 2016. He then met with Ms. Turner-Diggs and the Recreation Manager at the NPF CRA office on September 13th. They discussed a price threshold for the holiday lighting project at the meeting, but he could not recall the number.

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Ms. Turner-Diggs signed the contract to work with MCL, and he put the signed contract in his briefcase. As he was walking out of the office, Ms. Turner-Diggs asked him if he could help her with other bids for the same project. By this point, the Recreation Manager was no longer in the room. He did not think it was a big deal because Ms. Turner-Diggs told him that she just needed them for the file. Mr. Meyerson told Ms. Turner-Diggs they had other companies he could use. He sat at Ms. Turner-Diggs's computer and made up the two quotes for her file. Mr. Meyerson showed her the quotes and asked, "Is this good?" and Ms. Turner-Diggs told him yes, that was all she needed. He printed the two additional quotes and gave them to her.

MCL used a computer software program, CRM, for all its work, proposals, contracts, forms, notes, etc. Mr. Meyerson had access to the program while he was working for MCL and used a drop box to store his work. He could access MCL and his drop box through any internet connection. Using Ms. Turner-Diggs's computer, Mr. Meyerson accessed the program and used it to generate and store the estimates he created for Ms. Turner-Diggs. His access to the program and drop box ended when his employment with MCL ended.

The incident was "so nonchalant" that he never thought of it as an issue or that it could be a problem. No one within the city or NPF CRA asked Mr. Meyerson for money, personal light display work, or anything else in return for the city to award MCL contracts. Mr. Meyerson did not know and did not care why Ms. Turner-Diggs asked him to create the two other quotes, as he left the meeting with a signed contract for the work. He was working to satisfy his client and chose to help Ms. Turner-Diggs even after he had the signed contract for his company. He had not experienced this type of request from any other city he worked with. In most cases when he worked with other cities, they were very clear on what they wanted, and the rules were spelled out. He knew the normal rule of thumb was to have three bids, "but I could care less in how many bids they took – I went in there, did my thing, made my offer"

The Recreation Manager had nothing to do with the two additional quotes.

The MCL Owner was very upset with him when he found out about the quotes and what Mr. Meyerson had done.

When Mr. Meyerson left the September 13th meeting with the signed contract, MCL went out and purchased the products to satisfy the contract. Once the city decided to re-bid the project in October 2016, there was very little time between the bid deadline, award of the contract, and the installation of the light displays. MCL was the only vendor that had the products needed for the bid, and, because of the short time frame, none of the other companies would have been able to get the materials needed in time for installation.

It would have been almost impossible for another company to get the required materials in time. MCL would have "taken a hell of a hit" if it had not won the contract because it had already paid for products to satisfy the specific needs of the NPF CRA lighting contract. It was very late in the year for them to be able to sell the products it had purchased to another city or location. It would have been almost impossible for another company to meet the needs of the bid at that stage of the

game. The only reason MCL was able to meet the installation deadline after the bid was because it had already purchased the specific products needed after securing the contract in September.

Ms. Turner-Diggs sent Mr. Meyerson the November 1, 2016, email asking him for an estimate and invoice that was no more than \$24,500 before the installation. Mr. Meyerson recalled that Ms. Turner-Diggs had her end of the project, and the Recreation Manager had his end, so the CRA and another entity split the cost. It was not unusual to get such a request, especially when two different entities within the same organization paid for portions of the same project. He believed that the NPF CRA was responsible for the light poles and Parks was responsible for the buildings. However, it was all the same project.

Mr. Meyerson was sure MCL would not win the bid in 2016 after everything that happened. He recalled that Ms. Turner-Diggs acted like she had no idea what caused the project to go out for re-bid in October. He believed MCL still won the bid in 2016 after everything that happened because it was the only vendor that could install the specific holiday decorations in an expedited timeframe.

MCL bid on projects after 2016 and won. The primary reason was because it already had all the materials needed to meet the specifications of the holiday displays the NPF CRA and the city wanted. MCL designed and created displays specifically for the NPF CRA and the city.

There were approximately five companies in the area that could do the type of holiday lighting displays the city wanted. However, it also depended on what those companies had going on, and if they could afford to lay out money to purchase supplies and design and warehouse the products for the project. A company owned all the materials used to install holiday displays—so another entity would need to have the same type of things the city wanted in the Sistrunk project.

3. Interview of the Senior Procurement Specialist

The city hired the Senior Procurement Specialist in 2005, promoted her to that position in 2015, and changed her job title to procurement administrator in 2018. She reported to the city's chief procurement officer.

Through BuySpeed,²⁸ the Senior Procurement Specialist received requisition number RQ1707648 – Miami Christmas Lights. She was not sure who forwarded the requisition, but every department had an assigned requester who forwarded requisitions for his or her department. The requisition's attachments were three written quotes from vendors Miami Christmas Lights, South Florida Lighting Team, and Miami Event Lighting Pros. She reviewed the three attached quotes to see if they met the purchasing guidelines.

She noticed that the identifying numbers printed on the three quotes were in sequential order and that the fonts were identical. She researched the vendors' names in the Florida Division of

²⁸ BuySpeed is an internet-enabled application that enables government agencies to carry out decentralized purchasing functions. Retrieved from <https://www.njstart.gov/bsa/help/buyer/bp/index.htm> on September 8, 2021.

Corporations sunbiz.org website. Two of the three companies were affiliated, and the third company did not exist. She returned the requisition to the department with an email explaining that all three quotes came from the same company and that they needed to provide written quotes from three different vendors. She also reported her discoveries to the Former Purchasing Manager.

The Former Purchasing Manager reported the findings to the former assistant city manager. They and the Senior Procurement Specialist met to discuss the issue, and the former assistant city manager agreed to look further into the issue. That was the extent of the Senior Procurement Specialist's involvement.

Ms. Turner-Diggs was the main contact person for the CRA department. She provided the specifications for all the bids that the Senior Procurement Specialist worked on through email, including the specifications for the bid that the city ultimately issued for the holiday event. The Senior Procurement Specialist incorporated the specifications into Procurement's solicitation template. The process usually took two or three months before it was posted on BidSync. Due to the time sensitivity of the project, the bid should have gone out earlier and allowed more time for vendors to prepare and submit a bid for the project.

4. Interview of the Recreation Manager

The Recreation Manager began working for Parks as a recreation worker and progressed up through various positions until approximately 2012, when he became the Recreation Manager. As the Recreation Manager, he managed four city parks and all the city's special events, about 80 per year.

The Recreation Manager recalled that MCL was involved in the city's annual Christmas light displays. He never heard of South Florida Lighting Team. He was primarily involved in the events related to the Christmas light displays that were part of Light Up the Beach and Light Up Sistrunk. These events included bands, petting zoos, bounce houses, and other entertainment features. He was also involved in the logistics behind staging the events.

The Recreation Manager was not involved in the procurement of the lights and displays that were part of the holiday events. Instead, he acted as a "second set of eyes" to look at the ideas and plans for the displays. Procurement handled the purchase of the lights and displays. Although the city issued him a purchasing card, he had no purchasing duties, authority, or responsibility.

In 2016, MCL became involved in providing enhanced lighting and displays in the NPF CRA. He was aware of MCL's involvement because he managed the Light Up Sistrunk event even though it was an NPF CRA event and not a city event.

The first person the Recreation Manager met from MCL was Randy Meyerson, an MCL salesperson. Mr. Meyerson sent out emails soliciting business for the company. The emails were to Ms. Turner-Diggs, other NPF CRA employees, and him. Around that time, there was a meeting with NPF CRA and MCL staff during which the MCL persons displayed various options

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for lights and displays. MCL had a former NFL player at that meeting with Mr. Meyerson. The MCL Owner was not at that meeting. The Recreation Manager did not recall ever formally meeting him. Mr. Meyerson's primary contact for NPF CRA business was Ms. Turner-Diggs.

Between May 2016 and the 2016 holiday season, Mr. Meyerson sent emails to the Recreation Manager and Ms. Turner-Diggs encouraging them to make progress towards finalizing an agreement and a timetable for installation of the Sistrunk lights and displays. The Recreation Manager met with Mr. Meyerson two or three times but did not remember the dates.

The Recreation Manager attended meetings with Ms. Turner-Diggs and Mr. Meyerson where Mr. Meyerson had drawings and displays to show work that MCL could offer. He did not remember having meetings where MCL provided quotes or proposals for such work. Again, his involvement was limited to the designs of the lighting and displays.

The Recreation Manager remembered being at a meeting with Mr. Meyerson and Ms. Turner-Diggs, which may have been on September 13, 2016, where they discussed lighting and display options, drawings and designs, and event planning. He left the meeting once they finished discussing those aspects. Mr. Meyerson and Ms. Turner-Diggs had to discuss funding and payment arrangements that had nothing to do with him. There were no discussions about MCL providing quotes for its work while he was present. He never saw any MCL quotes for the project. After MCL and the NPF CRA reached an agreement for the 2016 lighting and displays, he saw the agreed-upon drawings and designs. After the light installation, he was involved in notifying Mr. Meyerson about problems with the lights and displays.

The Recreation Manager did not remember the last time he saw or spoke with Mr. Meyerson. He heard that Mr. Meyerson no longer worked for MCL. Mr. Meyerson did not offer him anything of value, and he did not accept anything of value from Mr. Meyerson.

5. Interview of the CRA Accounting Clerk

Prior to becoming a senior accountant for Finance on December 18, 2018, the CRA Accounting Clerk was an accounting clerk for the NPF CRA. She was the CRA's accounting clerk from August 2016 until December 17, 2018.

While she was the CRA's accounting clerk, her duties were to input information into the computer system of the city; prepare analyses of weekly reports of revenue, expenditures, overtime, and similar accounting reports; allocate purchase card charges; maintain the filing system; and similar clerical duties. She also entered CRA purchase requests into the BuySpeed system, along with all the documentation they provided her. She made no purchasing decisions.

The purchase requisition form was part of a package that she routinely processed for purchases. Prior to the package's submission to Procurement, she submitted the form and other documents in the package to various officials for approval. For purchases which required the submission of quotes, she required the requestor to attach three quotes to the requisition form when she received

the package along with a completed informal quotation summary form. That form was to reflect the lowest quoting vendor. Once the requestor provided these forms to her, she entered the purchase information, including details of the lowest quoting vendor, into the system.

The CRA Accounting Clerk recognized open market requisition number RQ1707648, with a description of "Sistrunk Avenue Lamp Posts," to be a purchase requisition form. She further recognized that, for this specific requisition form, Ms. Turner-Diggs had been the requestor or contact person handling the project. The form reflected the CRA Accounting Clerk's name as the requestor because she input the information into BuySpeed. She believed that Ms. Turner-Diggs likely physically handed her the forms and quotes for this purchase package for her to process, since their workspaces were very close to each other. She scanned the documents and input them into BuySpeed for the next managers to approve and process.

After further reviewing the quotes included in the requisition package, the CRA Accounting Clerk confirmed that Ms. Turner-Diggs gave her the three quotes attached to the package. She noted that the requisition form included a notation of "Returned" highlighted in yellow in the "Req Status" field and recalled that Procurement found that the quotes were from "sister companies." Based on comments made in the "Notes" section, she believed the Senior Procurement Specialist returned the requisition.

When the Senior Procurement Specialist rejected the requisition and returned it, the system alerted the people listed on the "Approvals" section. The Senior Procurement Specialist informed the CRA that it would be necessary to find a new vendor to install the Christmas lights.

The CRA Accounting Clerk confirmed that Ms. Turner-Diggs initiated the purchase requisition form as well as attached the informal quotation summary form with all three quotes. Those forms represented a full package.

The CRA Accounting Clerk also confirmed that the three quotes attached to open market requisition number RQ1707648 were the only quotes that she received at any time for this requisition. As a matter of standard procedure and consistent with this requisition, all quotes received at any time for the requisition were attached to the requisition form, along with an informal quotation summary form.

6. Interviews of the Former Purchasing Manager

The Former Purchasing Manager was the city's purchasing manager from 2015 to 2017. As the city's purchasing manager, she was the head of Procurement and managed all the purchasing functions for the city as a centralized operation. Procurement handled goods and services, construction services, and engineering and architectural services for all departments. CRA purchases came through Procurement when it had to purchase certain things at a certain threshold. Anything that required three quotes or a formal solicitation process normally had to come through Procurement, and this was the case for all departments and agencies in the city.

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When she was with the city, the Former Purchasing Manager created Procurement liaisons and instituted quarterly Procurement liaison workshops. The intent of these workshops was to get everyone acclimated to procurement rules and procedures. Her department held training sessions, at least quarterly, for the Procurement liaisons in each section of the city. Each department identified a person as the Procurement liaison. This was normally the person who was responsible for getting three quotes, entering requisitions into the system, getting vendors paid, and things of that nature. The CRA Procurement liaisons would have attended the workshops.

In addition to providing training and information for the liaisons, the purpose of the workshops was to “train the trainers” so the liaisons could help others within their sections with procurement work. The Procurement liaisons had to attend every quarterly workshop. Each workshop was unique with a new agenda, depending on rule changes or frequently made mistakes that they wanted to address as a refresher.

The Former Purchasing Manager did not recall if each of the three CRAs had its own Procurement liaison. Within her section, each purchasing agent or officer had different departments that he or she managed. The Senior Procurement Specialist was a senior procurement officer who managed procurements for Parks.

While she was not directly involved in the CRA's holiday lighting projects, all the lighting projects eventually came to her because she had to approve the purchase order.

The Senior Procurement Specialist first made the Former Purchasing Manager aware of the purchasing issues with the 2016 CRA Light Up Sistrunk event. The Senior Procurement Specialist explained to her what she found with the quotes attached to the requisition that were in the Senior Procurement Specialist's queue for approval. The Senior Procurement Specialist shared what she found about the quotes, shared that she suspected some were fraudulent, and walked her through the discrepancies. The Former Purchasing Manager told the Senior Procurement Specialist to reject the requisition. The issue was very serious as it was fraud and a concern to her.

When Procurement rejected the requisition and started questioning it with the CRA and Parks, the CRA's response was, ““Oh yeah, we just let this vendor get us quotes from other vendors – and we were like, ‘Oh my goodness. That is not okay.’” Staff accepting the quotes had an obligation to review the information that vendors provided, especially considering they were spending public funds. One of the scary parts of working in Procurement was the expectation that Procurement can catch anything that is questionable. However, everyone shares that responsibility.

Ms. Turner-Diggs should not have signed MCL's September 13, 2016, quote. Procurement always communicated to its liaisons that they were not to sign anything as they would be binding the city with no authority. The only people that could bind the city to terms and conditions was the city manager or the mayor via the commission.

People often told Procurement they wanted to have a vendor submit different invoices to separate the total bid amount to account for the portion each section was paying, but Procurement tried to

put their foot down on that and hoped they got upper management support on it. Procurement frequently got that question from the different city departments. It was a constant battle. Procurement never interpreted the rules to suggest that splitting amounts was allowed. There could have been twelve funding sources for the Light Up Sistrunk event, but it was still one purchase and should not be split. This was to avoid giving the appearance of trying to avoid the spending thresholds, purchasing rules, and approval processes.

The Former Purchasing Manager did not recall Procurement or Finance officials having conversations regarding considering MCL non-responsible as a vendor in the November 2016 Light Up Sistrunk solicitation.

She believed she may have had final authority to deem a vendor non-responsible. She did not think the city could bar MCL from submitting a bid on the project without a determination of whether what MCL's conduct was fraudulent. She did not know if the city had the legal ability to not award MCL the bid.

Under the circumstances, the city could not independently determine whether a fraud had taken place. Absent a finding, Procurement was limited on what it could do. The city reported it and stopped it from occurring; the city had to follow the Procurement code, which directed the award to the lowest bidder. Therefore, Procurement was unable to stop the award to MCL. It was one of those situations where Procurement was in an awkward situation and did not have many options.

When the city decided to find a vendor non-responsible, there was good documentation to support the decision. For example, if the vendor performed poorly, then there was appropriate documentation to support that finding. In the case of MCL and finding them non-responsible for not having sound business judgement and professional integrity, the Former Purchasing Manager explained that was a higher standard to meet and it was not as cut and dry as poor performance. Again, without a strong finding or conclusion to what was reported to outside agencies, there was no documentation to support finding MCL non-responsible. Without the proper documentation to support the decision, the city would "not have a leg to stand on." It could result in a protest, having to throw out the solicitation, and starting over.

7. Interview of the Former City Manager

The Former City Manager was with the city from June 2011 to December 2018. As the city manager, he was also the executive director of the city's CRA and the three areas within the CRA. One of those areas was the NPF CRA.

The Former City Manager's role with NPF CRA purchasing and procurement was no different from that with any other area in the city. Purchases followed the city's procurement and purchasing policy. Depending on the dollar amount, the purchase went through the purchasing agent, city manager, and city commission. The NPF CRA was a separate legal entity. The city commissioners were the CRA board members that met separately to discuss CRA business. CRA

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employees were city employees and followed the rules and regulations of regular city employees, including discipline and tracking by the city's personnel department.

The NPF CRA held an annual Light Up Sistrunk event, and the Former City Manager's role in that event included showing up for it; his involvement in purchasing and procurement matters was "peripheral at best." He did not run, plan, or purchase items for the events. If he needed to sign off on things for events because of the thresholds, he did so in more of a "ministerial fashion."

The Former City Manager "vaguely" remembered an issue regarding MCL's submitting suspected fraudulent quotes for the Light Up Sistrunk event in 2016. He somewhat recalled speaking with an assistant city manager about an issue with the NPF CRA getting quotes that ended up being from the same company just doing business under a different name. He did not specifically recall what he did with that information but said it would have been something Procurement needed to be involved in.

The Former City Manager did not recall seeing the three quotes that were rejected by Procurement. Also, he did not recall the assistant city manager expressing that he did not want to use MCL after what happened with the quotes.

The Former City Manager suspected that the decision to select MCL for the 2016 Light Up Sistrunk event despite the suspected fraudulent quotes was based on a timing issue. He did not recall if there was more than one vendor that submitted a bid and speculated that it may have been because no other provider or vendor could get the lights up in the allotted time. He did not recall if that was what happened in this case but provided this as a possible explanation. The bid was in November, and the lights had to be installed in approximately three weeks. The 2016 Light Up Sistrunk event was an annual tradition for that part of the community.

A disbarment process afforded vendors with due process. At the time of these events, the city did not have a disbarment process in place. Thus, there was nothing in place at the time that would have permitted him to tell MCL they were not allowed to participate in the 2016 procurement process for the Light Up Sistrunk contract.

While the Former City Manager had not had any formal training in purchasing and procurement processes, he was familiar with the concepts of responsiveness and responsibility related to vendors. Concerning whether MCL should have been found not responsible because of the fraudulent bids and thereby precluded from bidding on the new procurement, the Former City Manager explained that was two separate issues. As he stated previously, there was nothing in place at the time that would have prevented MCL from participating in the 2016 procurement process for the Light Up Sistrunk contract. Further, as it related to being found not responsible, it would depend on who submitted bids. If MCL was the sole responsive bidder, then the city needed to choose between having the event or not having the event. He did not recall how many bids came in after the new procurement was placed on BidSync. However, if MCL was the only bidder, then the city was in a "no win" situation at that point.

He did not receive any favors or gifts from MCL in exchange for awarding MCL city contracts. The Former City Manager recalled a chain of emails pertaining to Ms. Turner-Diggs's request to the vendor to split out the invoices for the 2016 Light Up Sistrunk event and that his response was that we do not split bills. He did not know why the CRA requested to split the bill when that was not allowed. From a spending issue, the project is paid with one check to the vendor and the journal entries on the back end are done to account for the different funding sources.

The Former City Manager did not recall speaking with MCL staff or management about the 2016 Light Up Sistrunk event or the suspected fraudulent quotes. He also did not recall Ms. Turner-Diggs being disciplined for accepting the suspected fraudulent quotes from MCL staff.

8. Interview of the Former CRA Manager

The Former CRA Manager was the manager of the city's housing and community development and the NPF CRA for approximately one year until June or July of 2017. As the CRA manager, he oversaw day-to-day operations, including business recruitment, housing, business program establishment, and working with the CRA citizen advisory board.

The CRA followed the city's rules and processes while he was with the city. It followed the city's procurement and purchasing rules prior to his employment, and that practice continued while he was there.

There was an annual approval process within the CRA for expenditures such as the Light Up Sistrunk event. The annual expenditure and project plan was presented to the CRA advisory board for review prior to its presentation to the CRA board of commissioners for approval. Once approved, the CRA had the authorization to carry out those expenditures without additional approval from the advisory Board or the commissioners, and they followed the city's Procurement Code and processes.

Ms. Turner-Diggs was one of his staff members in the CRA who dealt with contracts, community engagement activities, and events. He did not recall having conversations with Ms. Turner-Diggs about speaking with vendors and gathering design ideas in the early fall of 2016. He was sure that Ms. Turner-Diggs would have come to him with any questions or concerns but did not recall that she did. However, he did recall questioning her about what was taking so long to get the lights up after Thanksgiving and asking her when the lights were going to be taken down after the holidays. The Former CRA Manager was familiar with MCL and thought he may have had a meeting with the company but could not recall with certainty. He recalled attending meetings with Ms. Turner-Diggs and the Recreation Manager but did not recall a meeting on September 13, 2016.

The Former CRA Manager had never seen MCL's September 13, 2016, quote that was signed by Ms. Turner-Diggs. Only the city manager and he were authorized to sign such forms—not Ms. Turner-Diggs. He did not remember Ms. Turner-Diggs telling him that she had signed the estimate. If she had, he probably would have told her that it was not effective.

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The Former CRA Manager did not recall being involved in the process of Ms. Turner-Diggs entering the quotes to start the requisition for the 2016 Light Up Sistrunk event. He should have at least seen the information that was being entered for the requisition, as he was responsible for signing off on the information before it was routed to Procurement. Typically, when he reviewed a document, he placed his initials on it.

After reviewing Ms. Turner-Diggs's October 31, 2016, email to MCL requesting a separate breakdown of the \$51,450.50 quote into two smaller amounts, the Former CRA Manager indicated that he did not recall directing her to send it. From a funding perspective, he did not see a problem with the email to make sure the payments made by the CRA are for CRA projects. However, from a procurement perspective, if the project involved a city office working with them, then they would work under the city's procurement rules. He would not have instructed Ms. Turner-Diggs to separate out the bid to avoid the \$25,000 threshold for board approval. He would have directed Ms. Turner-Diggs to follow the applicable purchasing rules at the time.

The Former CRA Manager recalled the assistant city manager's November 4, 2016, email discussing the problematic quotes for the 2016 Light Up Sistrunk event. He did not specifically recall speaking to Ms. Turner-Diggs about what happened but suspected he did. However, he was not aware that the MCL representative used Ms. Turner-Diggs's office computer to create and print the two additional quotes. Had he had known that information, he would have had a conversation with Ms. Turner-Diggs and Parks.

The Former CRA Manager recalled speaking with CRA and Parks staff after Procurement rejected the quotes. He also spoke with MCL. He did not recall the details of those discussions.

He recalled that the project went out for bids and that the solicitation was open for a short window of time. They were under pressure to get the lights set up. The holidays were approaching, and the lights were still not up after Thanksgiving. He fielded questions from some members of the CRA advisory board, CRA commission, and the public asking what was going on and why the lights were not installed.

The Former CRA Manager did not recall that the Office of Professional Standards conducted a review of what occurred with MCL, Ms. Turner-Diggs, and the quotes. He may not have been with the city by the time the review was completed. He did not recall counseling or having any other discussion with Ms. Turner-Diggs related to the findings of the OPS review.

9. Interview of the MCL Owner

The MCL Owner was the president of South Florida Lighting Team, LLC d/b/a Miami Christmas Lights. He founded MCL in 2008. He did business using both the names South Florida Lighting Team and Miami Christmas Lights. He employed approximately 12 people and hired staff depending on the season's work projects. Most of his sales staff were contractors.

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Several years ago, the MCL Owner tried to launch a company named Miami Event Lighting Pros; however, that brand never took off. There was a website domain name for it, but he did not recall that company name ever being registered for use as a business or being set up as a d/b/a.

MCL started doing business with the city in approximately 2014. The type of work included holiday light projects for the Las Olas and A1A area, lighting for a New Year's celebration, and displays for the city's CRA and Sistrunk corridor. Many of the projects MCL did for the city reoccurred seasonally. At the time he interviewed, MCL had two projects with the city, first, the Las Olas and A1A area and, second, the CRA Sistrunk corridor.

The MCL Owner was directly involved in certain accounts that he took leadership on from the sales side. His sales team led the other accounts. He tried to review what they were doing but did not always have time to. He tried to review and was involved in the formal request for proposals (RFP) and other documents because he had to sign them for MCL. He had always been the point person for the city's project for the Las Olas and A1A area. His former sales staff member, Mr. Meyerson, was the one that uncovered the opportunity with the CRA Sistrunk corridor and took lead on that project. As the project grew, in the latter years, the MCL Owner became more involved in the Sistrunk project.

The MCL Owner did not recall the specific time frames that Mr. Meyerson worked for MCL. Mr. Meyerson was never an employee but was working with MCL under contract. He represented MCL in his work with municipalities and was paid on a commission basis. He had the authority to facilitate business, locate opportunities, and provide quotes for South Florida Lighting Team and MCL.

The MCL Owner and Mr. Meyerson discussed design ideas for the Sistrunk project. They discussed what would be best for the client, and Mr. Meyerson would present those ideas to the CRA. Normally, they tried to work different design options to fit within the client's budget. He could not recall exact details regarding his involvement as his company dealt with hundreds of accounts and thousands of quotes since 2016.

In 2016, the CRA signed their quote with Mr. Meyerson on the project. That was the first year working with the CRA and Sistrunk. Afterwards, Mr. Meyerson told him that the CRA could not honor the signed quote and that the CRA was going to go re-bid the project. MCL submitted a quote again with the re-bid and ended up winning the project. Throughout the time that MCL has been working with the city, they have bid on projects, had some contracts cancelled for convenience, and rebid several times.

The MCL Owner was familiar with Ms. Turner-Diggs as she worked with the CRA and was MCL's contact person on the Christmas lights. While it was very likely that he saw the MCL estimate dated September 13, 2016, that was signed by CRA employee Thomasina Turner-Diggs, he did not have a specific recollection of it.

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The form used for the estimate was a template used by his company. The internal software system that MCL used automatically generated an estimate number, contact information, and account details. The information was centralized in the system so that multiple people in the company could access certain things. The system tracked and enabled the sales team to make estimates and email them out, and it allowed employees to add notes related to accounts and customers. The system is cloud-based and accessible through any internet connection.

The system allowed sales staff to select which company name to use when generating an estimate. He first formed SFLT in 2008 and created the d/b/a of MCL a few years later to better state what it did as a company. Based on the registration of SFLT, there have been some municipalities that required them to send estimates and invoices with the SFLT name attached so it matched the certificate of insurance documents. So many years back, he swapped the logo and name in the system on the estimate template to allow for both SFLT and MCL to be generated. The company address and email information remained the same. While he was unsure, he believed it was possible for a template to be "cloned" in the system to have Miami Event Lighting Pros appear as a header. Mr. Meyerson did not need to get his approval prior to generating the quotes.

The MCL Owner was very confused when he found out the work for MCL was canceled because of three quotes coming from the same company. He was confused as to why they would be in that situation but did not recall any other specific details of that incident or conversations with Mr. Meyerson.

The MCL Owner believed he was in contact with the city after it rejected the three quotes. MCL had other incidents when the city cancelled contracts and MCL had to be re-bid because the city told MCL one thing and then things changed. When MCL got a contract, it started purchasing materials and making displays as were agreed upon with the awarded contract and then the city later ended up canceling the contract. At this point, he tried to figure out what was going on because his company had already spent money on the project.

One of the "shocking things" with the 2016 Sistrunk project was that they had spent money on resources to fulfill the project and then it was dropped. With a very seasonal type of business, and time being very tight as soon as someone signs "on the dotted line" MCL took that as "their word and their bond for the project moving forward." So MCL would invest money in the project prior to getting the deposits based on that signed commitment.

Over the last several years, Ms. Turner-Diggs had been less involved in the Light Up Sistrunk event than she was in the beginning. At the time of the interview, MCL worked primarily with J.A. but could not remember the last time he met with her face to face.

The MCL Owner assumed he would have honored the estimates and work detailed in the two estimates from South Florida Lighting Team and Miami Event Lighting Pros generated by Mr.

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Meyerson if for some reason the city selected them. He was not sure why he would be in that situation, but if his company made a bid, then he would honor it as much as legally possible.²⁹

The incident with Mr. Meyerson was the only time that his company had submitted multiple bids for the same project. That is not how they do business, and he did not instruct Mr. Meyerson to do that.³⁰

He recalled Mr. Meyerson telling him that the city had requested or needed multiple quotes "or something along those lines." The MCL Owner took this issue very seriously when it happened and consulted with an employment attorney for outside advice on exactly how to handle it. He also had a conversation with Mr. Meyerson "after all the dust settled" about this and how it is not the way they do business. The issue was also documented in their internal files. To be clear, MCL did not "condone deceit" and "we certainly would never want to do anything illegal."

The MCL owner continued to employ Mr. Meyerson after this incident after he consulted with his attorney and had a conversation with Mr. Meyerson on the issue. Mr. Meyerson was told this was not the way the company did business and that he was not authorized to provide multiple quotes to anyone ever. The MCL Owner looked at what had transpired and hoped that with education, training, and close monitoring, they could have Mr. Meyerson be a productive employee that who shared the core values of the company. Mr. Meyerson worked for the company until approximately 2018 or 2019, when he was subsequently terminated.

The only people that the MCL Owner knew to be involved in the 2016 Light Up Sistrunk incident were Ms. Turner-Diggs and Mr. Meyerson.

RESPONSES TO THE PRELIMINARY REPORT AND OIG COMMENT

In accordance with Section 10.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the City of Fort Lauderdale and any implicated parties for their discretionary written responses. The OIG received responses from the city and MCL. These responses are attached and incorporated herein as Appendices A and B, respectively. We appreciate receiving these responses.

1. Response of the City of Fort Lauderdale

The city reports that, following its receipt of the preliminary copy of this report, it immediately placed Ms. Turner-Diggs on administrative leave and subsequently communicated to her its intent to terminate her employment. The city further informs the OIG that Ms. Turner-Diggs is no longer employed by the city.

²⁹ In an email following the MCL Owner's interview, he later clarified that, while MCL would accept the CRA's offer to perform the work as reflected in the other quotes, the other quotes were not authorized offers.

³⁰ In the later email to the OIG, the MCL Owner later reiterated that Mr. Meyerson had no authority to "do what he did." The MCL Owner was surprised that Mr. Meyerson did not recognize that he acted unethically and in violation of the terms of his employment.

BROWARD OFFICE OF THE INSPECTOR GENERAL
FINAL REPORT RE: EMPLOYEE COMMITTED BID TAMPERING
IN CITY OF FORT LAUDERDALE AND CRA'S SELECTION OF HOLIDAY LIGHTING VENDOR

The city expresses its commitment to cooperate with the Broward State Attorney and the Florida Commission on Ethics should those agencies opt to take further action.

2. Response of Miami Christmas Lights

MCL's response suggests that MCL was aware that Mr. Meyerson had created the fraudulent quotes or, at the very least, excused the fraudulent behavior, as it posits that (1) a vendor doing business with a CRA may not know when the CRA is bound to the city's procurement regulations and (2) challenges the bid tampering statute's application to the conduct we observed. MCL's arguments are unpersuasive.

We first observe that MCL's position is inapposite to MCL Owner's appreciation of the gravity of the situation as expressed in his interview and proffered, post-interview statement that he was surprised that Mr. Meyerson did not recognize that he acted unethically and in violation of the terms of his employment.

As to MCL's first argument, the Fort Lauderdale CRA did not have its own procurement process. The only process to follow was the city's. CRAs must always abide by the city's procurement guidelines, a fact that Florida codified into law in October 2019. Section 163.370(5), Florida Statutes. Significantly, by September 13, 2016, MCL had already twice participated in the city's procurement process—not any CRA process—to bid on and win contracts with the Beach CRA.

As to MCL's second argument, Section 838.22, Florida Statutes, criminalizes a public servant's act of knowingly and intentionally influencing or attempting to influence the *competitive solicitation* undertaken by any governmental entity for the procurement of commodities or services. Section 838.014(2), Florida Statutes, states that the term "bid" "*includes* a response to an 'invitation to bid,' 'invitation to negotiate,' 'request for a quote,' or 'request for proposals' as those terms are defined in s. 287.012" (emphasis added). The statute does not limit the term "bid" to only those responses, and it is incorrect to say that Florida law only criminalizes tampering with certain kinds of government-conducted competitive solicitations.

CONCLUSIONS

The OIG has concluded its investigation into the allegation that there was misconduct in the city's purchase of holiday lighting services. We substantiated that city CRA Coordinator Ms. Turner-Diggs, with the assistance of the then director of sales and marketing who worked for MCL on commission, Mr. Meyerson, attempted to steer the city's lighting services contract for the 2016 Light Up Sistrunk event to MCL by tampering with a competitive solicitation for the contract. We substantiated the allegation and found that Ms. Turner-Diggs engaged in misconduct.

Without the city's knowledge or authorization, Ms. Turner-Diggs agreed in writing on behalf of the city to pay MCL \$51,450.50 for holiday display lighting services for the city and CRA's 2016 Light Up Sistrunk event. At the same time, in Ms. Turner-Diggs's presence, with her knowledge, and using her city computer, Mr. Meyerson fraudulently fabricated two quotes that appeared to be from

BROWARD OFFICE OF THE INSPECTOR GENERAL
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IN CITY OF FORT LAUDERDALE AND CRA'S SELECTION OF HOLIDAY LIGHTING VENDOR

competing vendors and were markedly higher than MCL's quote. And, almost two months later, right before having the CRA submit the purchase requisition, Ms. Turner-Diggs had Mr. Meyerson manipulate MCL's original quote to reflect a price under \$25,000.00 in order to facilitate awarding MCL the contract without a formal solicitation for sealed bids.

Ms. Turner-Diggs's acts constituted misconduct in the form of local code violations and state criminal violations, specifically, bid tampering, criminal use of public records, and falsifying records. As a city employee, she also violated the State Ethics Code where her conduct ran afoul of the prohibition against the misuse of a public position.

Procurement detected the fraudulent nature of the quotes and foiled Ms. Turner-Diggs's plan by rejecting the requisition. Upon realizing that the cost of the project actually exceeded \$25,000.00, the city then engaged in a formal bid process.

The MCL Owner told us that neither his company nor he authorized the South Florida Lighting Team or Miami Event Lighting Pros quotes that Mr. Meyerson fabricated. However, in its response to the preliminary copy of this report, MCL expressed uncertainty as to whether any wrongdoing occurred. MCL's arguments were unavailing.

Considering the 2016 Procurement Code and what city officials knew about Ms. Turner-Diggs and Mr. Meyerson's unfortunate conduct in late 2016, we fault the former administration for failing to make the circumstances transparent to the city commission and public and to engage the commission in the subsequent decision to accept MCL's formal bid that followed.

In 2017 and following these events, to its credit, the city substantially overhauled the Procurement Code, providing for better due process for any vendor exclusion that may be desirable in the future.

In its response to the preliminary report, the city expresses its appreciation for the seriousness of our findings and its commitment to cooperate should further action be warranted. The city further apprises the OIG that, following its receipt of our preliminary report, it placed Ms. Turner-Diggs on administrative leave, communicated to her its intent to terminate her employment, and no longer employs her.

In accordance with our charter mandate, we are referring this matter to the Florida Commission on Ethics and the Broward State Attorney for whatever action those agencies deem appropriate.

OIG 19-012-M

EXHIBIT 1

Informal Quotation

Secured by :

Telephone ☒

Fax, Written Request, or E-Mail ☐

Dept/Div: CRA		Vendor	Miami Christmas Light	Miami Event Lighting Pros	South Florida Lighting Team
Phone	Person Initiating Request (1): Thomasina Turner-Diggs	Pur. Order Address	1330 West Avenue Suite 2012		1167A NW 159th Dr
		City, State Zip	Miami Beach, FL 33319		Miami, FL 33169
Req.#	RPA	Phone #	(305)432-2225		
	PO#	Date & Quoted By	11/1/16 Miami Christmas Light	9/13/16 Miami Event Lighting Pros	9/13/16 South Florida Lighting Team
Phone	Quotation Secured By: Thomasina Turner-Diggs	Delivery Date			
		F.O.B. Point (2)			
Date:		Payment Terms (3)			

(MBE) or (WBE) Vendor: Check if Appropriate (4)

☒ (MBE)

☐ (WBE)

☐ (MBE)

☐ (WBE)

☐ (MBE)

☒ (WBE)

Item	Qu.	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	LOT	Holiday Lightning for Sistrunk Avenue	\$22,950.00	\$22,950.00	\$84,958.50	\$84,958.50	\$53,422.50	\$53,422.50
2					\$0.00		\$0.00		\$0.00
3					\$0.00		\$0.00		\$0.00
4					\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00

Will the contractor be required to go onto City property to perform the required work?

Yes ☒

No ☐

If the vendor is required to come onto City property to perform work as a result of an informal quotation, a copy of the liability and workers compensation insurance certificates must be obtained prior to allowing the vendor to commence work. These shall be attached to the Requisition or RPA when they are forwarded to the Procurement Division.

(1) INITIATING QUOTES: You must obtain Procurement Services Division approval prior to initiating quotes estimated to exceed \$5000.00. All quotes are subject to review and approval by the Procurement Services Division prior to award. Forms are to be clearly filled out in their entirety.
 (2) F.O.B. POINT: Fort Lauderdale is the desired FOB point when obtaining quotes. When items are quoted FOB shipping point, you must obtain estimated freight charges, list those charges as separate line items, and add the estimates to the vendor's bid price.
 (3) PAYMENT TERMS: Include vendors' normal terms of sale. Cash discounts of 30 days or more are encouraged and shall be considered in tabulation and award.
 (4) MBE & WBE PARTICIPATION: Based on the number of MBE & WBE firms listed in the City MBE/WBE Directory, you should contact at least one such vendor when taking informal quotations. The City does not provide any price preference to Minority Business (MBE) or Women Owned Business (WBE) firms, but does encourage participation of those firms.

Have you used the MBE/WBE Directory? Yes ☒ No ☐

(Signature of person taking quotations)

Total	\$22,950.00	Total	\$84,958.50	Total	\$53,422.50
Discount/Terms		Discount/Terms		Discount/Terms	
Net Total	\$22,950.00	Net Total	\$84,958.50	Net Total	\$53,422.50
Award	\$22,950.00	Award		Award	

Procurement Division Comments:



CITY OF FORT LAUDERDALE
Procurement Services Division

OPEN MARKET REQUISITION NUMBER

RQ1707648

**S
H
I
P
T
O**

Economic Development
914 NW 6 Street, #200
Fort Lauderdale, FL 33311
Contact: THOMASINA TURNER-DIGGS (954) 828-8953
Requestor Name: Irina Tamez
(954) 828-5945 / itamez@fortlauderdale.gov

Req Status:
Contract No:
Contract Expiration:
Approved by City Commission:
Requisition Type:
Buyer:

Returned
DEPARTMENT QUOTES

AnnDebra Diaz

Description: SISTRUNK AVENUE LAMP POSTS

VENDOR: Vendor ID: 00002932 Vendor Name: SOUTH FLORIDA LIGHTING TEAM LLC
1330 WEST AVE, SUITE 2012
DBA MIAMI CHRISTMAS LIGHTS
MIAMI BEACH, FL 33139
Phone Number: (305) 432-2225
Email Address: SOLANGE@MIAMICHRISTMASLIGHTS.COM

Class/Item No.	Order Unit	Order Qty	Stock-Item Site	Description	Unit Price	Extended Amount
1	LOT	1.00		SISTRUNK AVENUE LAMP POSTS	\$22,950.00	\$22,950.00

FY/Account Code Dollar Amount
17 / CRA060605-3299 \$22,950.00

INSURANCE CERTIFICATE REQUIRED BEFORE
COMMENCEMENT OF WORK.

QUOTE # 16-492 DATED 11/01/2016

TOTAL: \$22,950.00

FY/Account Code	Total
17 / CRA060605-3299	22950.00

NOTES:

PLEASE CHANGE RECEIPT METHOD TO DOLLARS. THANK YOU
 HARDWARE FOR THE LIGHTNING HAS TO BE INSTALLED BY NOVEMBER
 11, 2016. URGENT REQUEST. THANK YOU SO MUCH
 All three quotes are from the same company. Miami Christmas Lights is a d/b/a
 for South Florida Lighting Team. This is very misleading, against procurement
 ordinance and unacceptable. You must obtain 3 separate quotes from
 DIFFERENT companies. This can be accomplished by issuing a quick quote
 thru BidSync.

Approval Path:

Approver	Level	Approver Type	Date Requested	Date Approved/ Disapproved/Cancelled	Approved/Disapproved Cancelled By	Comment View
Vanessa Marlin	1	Primary	11/2/2016 2:42 PM	11/2/2016 2:44 PM	VANESSAM	
Jonathan Brown	2	Primary	11/2/2016 2:42 PM	11/3/2016 9:04 AM	JBROWN	
Donald Morris	3	Primary	11/2/2016 2:42 PM	11/3/2016 10:28 AM	DONM	
Ann Harris Wynter	4	Primary	11/2/2016 2:42 PM	11/3/2016 3:26 PM	ANNW	
Peter Jarman	4	Alternate	11/2/2016 2:42 PM		PETERJ	
AnnDebra Diaz	5	Primary	11/3/2016 4:11 PM	11/3/2016 4:11 PM	ANNDEBRA	see notes! AD

MIAMI CHRISTMAS LIGHTS



Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

ESTIMATE

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

City of Ft Lauderdale CRA/Systrunct
Thomasina Turner
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-8953
Em: thomasinat@fortlauderdale.gov
Budget: \$35,000.00

Proposal Information

Estimate #: 16 - 492
Proposal Date: 11/01/2016
Decision Date: 08/16/2016
Desired Install Date: 11/03/2016
Desired Removal Date: 01/09/2017
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Ave	52	\$500.00	\$26,000.00
Equipment rental fee for 45' bucket truck - charged per day	2	\$1,000.00	\$1,000.00
		Sub Total	\$27,000.00
		15% New Client Discount - Discount	\$4,050.00
		Adjustment	\$0.00
		Grand Total	\$22,950.00
		DEPOSIT AMOUNT DUE	\$11,475.00

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

Outlet Location: On every lamppost, and power to be supplied at the center isles
Circuit Breaker Location: TBD
Integrated Timers: No Timer Hours: Dusk till Dawn
Other Notes: On every lamppost, and power to be supplied at the center isles

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2018 season.

Name: _____ Signature: _____
Date: _____

SOUTH FLORIDA LIGHTING TEAM

ESTIMATE

South Florida Lighting Team
1167A NW 159th Dr.
Miami, FL 33169

Customer Information

City of Fort Lauderdale
Tim McGovern
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-4340
Em: tmcgovem@fortlauderdale.gov

Proposal Information

Estimate #: 16 - 367
Proposal Date: 09/13/2016
Decision Date: 08/16/2016
Desired Install Date: 10/31/2016
Budget: \$35,000.00
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
- Sisfrunk Ave Lamp Posts	1	\$0.00	\$0.00
- Lamp Post holiday decor-custom design	103	\$0.00	\$51,500.00
Garland with red ornamentation and sea life design			
- Mizell Bld			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof	1	\$0.00	\$0.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	200	\$5.50	\$1,400.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section	1	\$400.00	\$500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake - Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$300.00	\$800.00
- NAACP Building			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line outline the	1	\$0.00	\$0.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	130	\$5.50	\$910.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00
- CRA Office Bld			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges	1	\$0.00	\$0.00
Install 14" Unlit Camdon Fir garland - trim package not include - Install 14" Unlit Camdon Fir garland - trim package not included for the 3 terraces	80	\$5.50	\$440.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	75	\$15.00	\$1,500.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center	3	\$400.00	\$1,500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces, one right, one left and one in the center	3	\$100.00	\$300.00
Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not include	1	\$650.00	\$800.00
Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front			
Install 24" structural double looped and long tailed velvet red bow with gold trim - Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center	1	\$125.00	\$125.00
- Community Center Bld			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line, outline along the front edge of the roof	1	\$0.00	\$0.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	50	\$5.50	\$275.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building	1	\$400.00	\$500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building	1	\$100.00	\$100.00
Install optical timers on all outlets. - Install optical timers on all outlets.	20	\$0.00	\$0.00
Equipment rental fee for 35' towable lift - charged per day - Equipment rental fee for 35' towable lift - charged per day	1	\$1,000.00	\$1,500.00
Sub Total			\$62,850.00
15% New Client Discount - Discount			\$9,427.50
Grand Total			\$53,422.50
DEPOSIT AMOUNT DUE			\$26,711.25

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to provide adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

ESTIMATE

Miami Event Lighting Pros

Customer Information

City of Fort Lauderdale
Tim McGovern
914 NW 6th St
Fort Lauderdale, FL 33311

Proposal Information

Estimate #: 16 - 368
Proposal Date: 09/13/2016

Item	Qty	Price	Total
- Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
- Lamp Post holiday decor-custom design Garland with red ornamentation and sea life design	103	\$750.00	\$77,250.00
- Mizell Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof	200	\$8.00	\$1,600.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section	1	\$550.00	\$550.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake - Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$450.00	\$900.00
- NAACP Building	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - install Clear incandescent C7 lights Roof Line outline the	130	\$8.00	\$1,040.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$550.00	\$550.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00
- CRA Office Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges	80	\$5.50	\$440.00
Install 14" Unlit Camdon Fir garland - trim package not include - Install 14" Unlit Camdon Fir garland - trim package not included for the 3 terraces	75	\$20.00	\$1,500.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center	3	\$550.00	\$1,650.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces, one right, one left and one in the center	3	\$100.00	\$300.00
Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not include - Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front	1	\$900.00	\$900.00
Install 24" structural double looped and long tailed velvet red bow with gold trim - Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center	1	\$125.00	\$125.00
- Community Center Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line, outline along the front edge of the roof	50	\$5.50	\$275.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building	1	\$550.00	\$550.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building	1	\$100.00	\$100.00
Install optical timers on all outlets. - Install optical timers on all outlets.	20	\$0.00	\$0.00
Equipment rental fee for 35' towable lift - charged per day - Equipment rental fee for 35' towable lift - charged per day	1	\$1,500.00	\$1,500.00
Sub Total			\$89,430.00
15% New Client Discount - Discount			\$4,471.50
Grand Total			\$84,958.50
DEPOSIT AMOUNT DUE			\$42,479.25

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Fictitious Name Detail

Fictitious Name
MIAMI CHRISTMAS LIGHTS

Filing Information

Registration Number	G10000093739
Status	ACTIVE
Filed Date	10/12/2010
Expiration Date	12/31/2021
Current Owners	1
County	MIAMI-DADE
Total Pages	2
Events Filed	1
FEI/EIN Number	90-0423544

Mailing Address
1330 WEST AVE 2012
MIAMI BEACH, FL 33139

Owner Information
SOUTH FLORIDA LIGHTING TEAM
~~1330 WEST AVE 2012~~
MIAMI BEACH, FL 33139
FEI/EIN Number: 90-0423544
Document Number: L08000101914

Document Images

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01/07/2016 -- Fictitious Name Renewal Filing	<input type="button" value="View image in PDF format"/>

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State of Florida, Department of State

OIG 19-012-M

EXHIBIT 2

Lillian Rosa

From: AnnDebra Diaz
Sent: Thursday, November 03, 2016 4:20 PM
To: Irina E. Tamez; Thomasina Turner-Diggs
Cc: Alfred Battle; Jennifer Alvarez
Subject: Sistrunk Avenue Lamp Posts holiday decor, Req 1707648
Attachments: DOC110316.pdf

Importance: High

Requisition 1707648 has been returned to your department. All three quotes are from the same company. Miami Christmas Lights is a d/b/a for South Florida Lighting Team. The quote numbers are the same format, the quote layouts are the same format, including the same fonts on all three quotes. The quote for South Florida Lighting Team even includes language referring to Miami Christmas Lights. The quote from Miami Event Lighting Pros is a non-existent legal entity in the State of Florida. This is very misleading, against procurement ordinance and unacceptable. You must obtain 3 quotes from DIFFERENT companies.

AnnDebra Diaz, CPPB | Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-5949 | F 954-828-5576 | adiaz@fortlauderdale.gov



Accountability - Ethics – Impartiality – Professionalism – Service – Transparency

MIAMI CHRISTMAS LIGHTS



Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

ESTIMATE

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

City of Ft Lauderdale CRA/Systrunct
Thomasina Turner
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-8953
Em: thomasinat@fortlauderdale.gov
Budget: \$35,000.00

Proposal Information

Estimate #: 16 - 492
Proposal Date: 11/01/2016
Decision Date: 08/16/2016
Desired Install Date: 11/03/2016
Desired Removal Date: 01/09/2017
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Ave	52	\$500.00	\$26,000.00
Equipment rental fee for 45' bucket truck - charged per day	2	\$1,000.00	\$1,000.00
		Sub Total	\$27,000.00
		15% New Client Discount - Discount	\$4,050.00
		Adjustment	\$0.00
		Grand Total	\$22,950.00
		DEPOSIT AMOUNT DUE	\$11,475.00

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

Outlet Location: On every lamppost, and power to be supplied at the center isles
Circuit Breaker Location: TBD
Integrated Timers: No Timer Hours: Dusk till Dawn
Other Notes: On every lamppost, and power to be supplied at the center isles

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. A deposit of 50% of the total estimate is required to reserve the installation time slot. **Miami Christmas Lights will not begin any work until deposit is received.** Agreement expires after 2018 season.

Name: _____ Signature: _____
Date: _____



ESTIMATE

South Florida Lighting Team
1167A NW 159th Dr.
Miami, FL 33169

Customer Information

City of Fort Lauderdale
Tim McGovern
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-4340
Em: tmcgovern@fortlauderdale.gov

Proposal Information

Estimate #: 16 - 367
Proposal Date: 09/13/2016
Decision Date: 08/16/2016
Desired Install Date: 10/31/2016
Budget: \$35,000.00
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
- Slittrunk Ave Lamp Posts	1	\$0.00	\$0.00
- Lamp Post holiday decor-custom design	103	\$0.00	\$51,500.00
- Garland with red ornamentation and sea life design			
- Mizell Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof	200	\$5.50	\$1,400.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$500.00
- Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include the front of the building in the center section			
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake - Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$300.00	\$800.00
- NAACP Building			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line outline the	1	\$0.00	\$0.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	130	\$5.50	\$910.00
- Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00
- CRA Office Bld			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges	1	\$0.00	\$0.00
Install 14" Unlit Camdon Fir garland - trim package not include - Install 14" Unlit Camdon Fir garland - trim package not included for the 3 terraces	80	\$5.50	\$440.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	75	\$15.00	\$1,500.00
- Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center	3	\$400.00	\$1,500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces, one right, one left and one in the center	3	\$100.00	\$300.00
Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not include	1	\$650.00	\$800.00
- Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front			
Install 24" structural double looped and long tailed velvet red bow with gold trim - Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center	1	\$125.00	\$125.00
- Community Center Bld			
Install Clear incandescent C7 lights - Install Clear incandescent C7 lights Roof Line, outline along the front edge of the roof	1	\$0.00	\$0.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	50	\$5.50	\$275.00
- Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building	1	\$400.00	\$500.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building	1	\$100.00	\$100.00
Install optical timers on all outlets. - Install optical timers on all outlets.			
Equipment rental fee for 35' towable lift - charged per day - Equipment rental fee for 35' towable lift - charged per day	20	\$0.00	\$0.00
	1	\$1,000.00	\$1,500.00
Sub Total			\$62,850.00
15% New Client Discount - Discount			\$9,427.50
Grand Total			\$53,422.50
DEPOSIT AMOUNT DUE			\$26,711.25

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

ESTIMATE

Miami Event Lighting Pros


Customer Information

City of Fort Lauderdale
Tim McGovern
914 NW 6th St
Fort Lauderdale, FL 33311

Proposal Information

Estimate #: 16 - 368
Proposal Date: 09/13/2016

Item	Qty	Price	Total
- Slstrunk Ave Lamp Posts	1	\$0.00	\$0.00
- Lamp Post holiday decor-custom design Garland with red ornamentation and sea life design	103	\$750.00	\$77,250.00
- Mizell Bld	1	\$0.00	\$0.00
Install Clear Incandescent C7 lights - Install Clear Incandescent C7 lights Roof Line-outline the front edge of the roof	200	\$8.00	\$1,600.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section	1	\$550.00	\$550.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake - Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$450.00	\$900.00
- NAACP Building	1	\$0.00	\$0.00
Install Clear Incandescent C7 lights - Install Clear Incandescent C7 lights Roof Line outline the	130	\$8.00	\$1,040.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included	1	\$550.00	\$550.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00
- CRA Office Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights - Install Clear Incandescent C7 lights Roof Line, outline the entire front of the roof edges	80	\$5.50	\$440.00
Install 14" Unlit Camdon Fir garland - trim package not include - Install 14" Unlit Camdon Fir garland - trim package not included for the 3 terraces	75	\$20.00	\$1,500.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center	3	\$550.00	\$1,650.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces, one right, one left and one in the center	3	\$100.00	\$300.00
Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not include - Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front	1	\$900.00	\$900.00
Install 24" structural double looped and long tailed velvet red bow with gold trim - Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center	1	\$125.00	\$125.00
- Community Center Bld	1	\$0.00	\$0.00
Install Clear Incandescent C7 lights - Install Clear Incandescent C7 lights Roof Line, outline along the front edge of the roof	50	\$5.50	\$275.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include - Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building	1	\$550.00	\$550.00
Install 18" structural double looped and long tailed velvet red bow with gold trim - Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building	1	\$100.00	\$100.00
Install optical timers on all outlets. - Install optical timers on all outlets.	20	\$0.00	\$0.00
Equipment rental fee for 35' towable lift - charged per day - Equipment rental fee for 35' towable lift - charged per day	1	\$1,500.00	\$1,500.00
Sub Total			\$89,430.00
15% New Client Discount - Discount			\$4,471.50
Grand Total			\$84,958.50
DEPOSIT AMOUNT DUE			\$42,479.25

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return to List	<div>Fictitious Name Search</div> <div>Submit</div>		
Filing History					
Fictitious Name Detail					
Fictitious Name					
MIAMI CHRISTMAS LIGHTS					
Filing Information					
Registration Number G10000093739					
Status ACTIVE					
Filed Date 10/12/2010					
Expiration Date 12/31/2021					
Current Owners 1					
County MIAMI-DADE					
Total Pages 2					
Events Filed 1					
FEI/EIN Number 90-0423544					
Mailing Address					
1330 WEST AVE 2012 MIAMI BEACH, FL 33139					
Owner Information					
SOUTH FLORIDA LIGHTING TEAM 1330 WEST AVE 2012 MIAMI BEACH, FL 33139 FEI/EIN Number: 90-0423544 Document Number: L08000101914					
Document Images					
10/12/2010 -- Fictitious Name Filing		<div>View image in PDF format</div>			
01/07/2016 -- Fictitious Name Renewal Filing		<div>View image in PDF format</div>			
Previous on List	Next on List	Return to List	<div>Fictitious Name Search</div> <div>Submit</div>		
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OIG 19-012-M

EXHIBIT 3

Solicitation 573-11854

Sistrunk Holiday Light Decor

Bid Designation: Public



City of Fort Lauderdale

Bid 573-11854 Sistrunk Holiday Light Decor

Bid Number **573-11854**
 Bid Title **Sistrunk Holiday Light Decor**
 Bid Start Date **Nov 8, 2016 5:28:57 PM EST**
 Bid End Date **Nov 14, 2016 2:00:00 PM EST**
 Question & Answer End Date **Nov 11, 2016 5:00:00 PM EST**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
954-828-5949
adiatz@fortlauderdale.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide holiday décor on Sistrunk Blvd. for the City's Community Redevelopment Agency, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). For further information, go to www.bidsync.com .**

Addendum # 1

Previous Contract Renewal	Not Applicable
New Contract Renewal	Not Applicable

Item Response Form

Item **573-11854--01-01 - Mizell Center**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 [See ITB Specifications](#)
 Fort Lauderdale FL 33301
 Qty 1

Description

Mizell Center

Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof (quantity 200)

Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section (quantity 1)

Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building (quantity 1)

Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side (quantity 2)

Item **573-11854--01-02 - NAACP Building**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

NAACP Building

Install Clear incandescent C7 lights Roof Line outline the (quantity 130)

Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include (quantity 1)

Install 18" structural double looped and long tailed velvet red bow with gold trim (quantity 1)

Item **573-11854--01-03 - CRA Office**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

CRA Office

Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges (quantity 80)

Install 14" Unlit Camden Fir garland - trim package not included for the 3 terraces (quantity 75)

Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center (quantity 3)

Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces , one right , one left and one in the center (quantity 3)

Install 6' Camden Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front (quantity 1) Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center (quantity 1)

Item **573-11854--01-04 - Allen Community Center**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

Allen Community Center

Install Clear incandescent C7 lights Roof Line , outline along the front edge of the roof (quantity 50)

Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building (quantity 1)

Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building (quantity 1)

1) Install optical timers on all outlets (quantity 20)

Item **573-11854--01-05 - Sixth Street Plaza (east building)**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Sixth Street Plaza (east building)

Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges (quantity 80)

Install 14" Unlit Camden Fir garland - trim package not included for the 3 terraces (quantity 75)

Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center (quantity 3)

Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces , one right , one left and one in the center (quantity 3)

Install 6' Camden Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front (quantity 1)

Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center (quantity 1)

Item **573-11854--01-06 - Bass Supermarket**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Bass Supermarket

Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof (quantity 200)

Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building (quantity 1)

Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side (quantity 2)

Item **573-11854--01-07 - Negro Chamber of Commerce**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Negro Chamber of Commerce

Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof (quantity 200)

Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section (quantity 1)

Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building (quantity 1)

Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side (quantity 2)

Item **573-11854--01-08 - Sistrunk Blvd Lamp Gold Poles**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Sistrunk Blvd Lamp Gold Poles

Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Blvd (from Andrews Ave to 24th Ave on both sides of Sistrunk Blvd) (quantity 103)

ITB # 573-11854**TITLE: Sistrunk Holiday Decor****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide holiday décor on Sistrunk Blvd. for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, AnnDebra Diaz, at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: 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 Contractor 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 BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor 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 Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. METHOD OF AWARD

Contractor must bid on all items. Partial bids will not be considered.

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.

09. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. 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.

10. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this ITB.

11. 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.

12. CONTRACTORS' COSTS

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

13. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal 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.

14. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor

meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

15. 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 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.

16. 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.

17. RELATED EXPENSES/TRAVEL EXPENSES

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

18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor 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 Contractor 30 days written notice.

19. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

20. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice ten days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

21. SUB-CONTRACTORS

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

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.

22. INSURANCE – SUB-CONTRACTORS

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

23. 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:

- A. 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;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. 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
- D. 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 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.

24. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

25. 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.

26. 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.

27. CANADIAN COMPANIES

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.

28. 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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

29. BID TABULATIONS/INTENT TO AWARD

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

30. 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: <http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT%20TEMPLATE%20SERVICE%20060214.pdf>

31. LOCAL BUSINESS PREFERENCE

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

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

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<http://fortlauderdale.gov/home/showdocument?id=6422>

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

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

32. 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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV,

**CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE,
FLORIDA 33301)**

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The selected Contractor shall provide all necessary materials, equipment and services needed to decorate Sistrunk Boulevard from November 21, 2016 through January 6, 2017.

The selected Contractor will enter into an Agreement with the City of Fort Lauderdale, Florida herein after referred to as the CITY, for the purpose of providing holiday lighting decorative services in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The Contractor shall contact David Havell (954) 828-5760 with the Parks and Recreation Department to determine the electrical capabilities available. Vendor must obtain all necessary permits.

Setup, testing and installation of lights must be completed by November 21, 2016 with ongoing maintenance.

Contractor shall participate in a holiday lighting ceremony that will occur on Friday December 2, 2016. The holiday lights are to remain lit until January 6, 2017.

1. Mizell Center

- Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof (quantity 200)
- Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section (quantity 1)
- Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building (quantity 1)
- Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side (quantity 2)

2. NAACP Building

- Install Clear incandescent C7 lights Roof Line outline the (quantity 130)
- Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include (quantity 1)
- Install 18" structural double looped and long tailed velvet red bow with gold trim (quantity 1)

3. CRA Office

- Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges (quantity 80)
- Install 14" Unlit Camden Fir garland - trim package not included for the 3 terraces (quantity 75)
- Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center (quantity 3)
- Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces , one right , one left an done in the center (quantity 3)
- Install 6' Camden Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front (quantity 1)
- Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center (quantity 1)

4. Allen Community Center

- Install Clear incandescent C7 lights Roof Line , outline along the front edge of the roof (quantity 50)
- Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building (quantity 1)
- Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building (quantity 1)
- Install optical timers on all outlets (quantity 20)

5. Sixth Street Plaza (east building)

- Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges (quantity 80)
- Install 14" Unlit Camden Fir garland - trim package not included for the 3 terraces (quantity 75)
- Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included, one each on the right and left terraces and one in the center (quantity 3)
- Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces , one right , one left and one in the center (quantity 3)
- Install 6' Camden Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front (quantity 1)
- Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center (quantity 1)

6. Bass Supermarket

- Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof (quantity 200)
- Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building (quantity 1)
- Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side (quantity 2)

7. Negro Chamber of Commerce

- Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof (quantity 200)
- Install 4' Camden Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section (quantity 1)
- Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building (quantity 1)
- Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side (quantity 2)

8. Sistrunk Blvd Lamp Gold Poles

- Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Blvd (from Andrews Ave to 24th Ave on both sides of Sistrunk Blvd) (quantity 103)

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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

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

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), 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.

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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.

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CONTRACT PAYMENT METHOD BY P-CARD**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

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.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

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LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

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

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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. **If submitting your response electronically through BIDSYNCR you must also click the "Take Exception" button.**

5
6

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

Submitted by:

Name (printed)

Signature

Date:

Title

Question and Answers for Bid #573-11854 - Sistrunk Holiday Light Decor**Overall Bid Questions**

There are no questions associated with this bid.

OIG 19-012-M

EXHIBIT 4

**Bid Tabulation Packet
for
Solicitation 573-11854**

Sistrunk Holiday Light Decor

Bid Designation: Public



City of Fort Lauderdale

Bid #573-11854 - Sistrunk Holiday Light Decor

Creation Date Nov 8, 2016

End Date Nov 15, 2016 2:00:00 PM EST

Start Date Nov 8, 2016 5:28:57 PM EST

Awarded Date Not Yet Awarded

573-11854--01-01 Mizell Center						
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs	
Miami Christmas Lights	First Offer - \$2,200.00	1 / lump sum	\$2,200.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
Holiday Lightscares [Ad]	First Offer - \$4,914.00	1 / lump sum	\$4,914.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
573-11854--01-02 NAACP Building						
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs	
Miami Christmas Lights	First Offer - \$1,215.00	1 / lump sum	\$1,215.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
Holiday Lightscares [Ad]	First Offer - \$1,694.00	1 / lump sum	\$1,694.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
573-11854--01-03 CRA Office						
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs	
Miami Christmas Lights	First Offer - \$3,840.00	1 / lump sum	\$3,840.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
Holiday Lightscares [Ad]	First Offer - \$9,092.00	1 / lump sum	\$9,092.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
573-11854--01-04 Allen Community Center						
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs	
Miami Christmas Lights	First Offer - \$775.00	1 / lump sum	\$775.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
Holiday Lightscares [Ad]	First Offer - \$2,124.00	1 / lump sum	\$2,124.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
573-11854--01-05 Sixth Street Plaza (east building)						
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs	
Miami Christmas Lights	First Offer - \$3,840.00	1 / lump sum	\$3,840.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
Holiday Lightscares [Ad]	First Offer - \$9,092.00	1 / lump sum	\$9,092.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
573-11854--01-06 Bass Supermarket						
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs	
Miami Christmas Lights	First Offer - \$1,800.00	1 / lump sum	\$1,800.00			Y
Product Code:		Supplier Product Code:				
Agency Notes:		Supplier Notes:				
Holiday Lightscares [Ad]	First Offer - \$5,064.00	1 / lump sum	\$5,064.00			Y

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes:

573-11854--01-07 Negro Chamber of Commerce					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Miami Christmas Lights	First Offer - \$2,200.00	1 / lump sum	\$2,200.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Holiday Lightscares [Ad]	First Offer - \$5,064.00	1 / lump sum	\$5,064.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

573-11854--01-08 Sistrunk Blvd Lamp Gold Poles					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Miami Christmas Lights	First Offer - \$52,500.00	1 / lump sum	\$52,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Holiday Lightscares [Ad]	First Offer - \$66,475.00	1 / lump sum	\$66,475.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

f Miami Christmas Lights		\$68,370.00 (8/8 items)
Bid Contact Kurt Stange kurt@miamichristmaslights.com Ph 305-432-2225		Address 7311 NW 12th St Suite 5 Miami, FL 33126
Agency Notes:		Supplier Notes: Head Attch:
f Holiday Lightscares [Ad]		\$103,519.00 (8/8 items)
Bid Contact Sean Wolfe SWOLFE@HOLIDAYLIGHTSCAPES.COM Ph 561-827-4357		Address 1555 Ursa Court Merritt Island, FL 32953
Agency Notes:		Supplier Notes: Head Attch:

**

Miami Christmas Lights

Bid Contact **Kurt Stange**
kurt@miamichristmaslights.com
Ph 305-432-2225

Address **7311 NW 12th St Suite 5**
Miami, FL 33126

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
573-11854-01-01	Mizell Center	Supplier Product Code:	First Offer - \$2,200.00	1 / lump sum \$2,200.00	Y
573-11854-01-02	NAACP Building	Supplier Product Code:	First Offer - \$1,215.00	1 / lump sum \$1,215.00	Y
573-11854-01-03	CRA Office	Supplier Product Code:	First Offer - \$3,840.00	1 / lump sum \$3,840.00	Y
573-11854-01-04	Allen Community Center	Supplier Product Code:	First Offer - \$775.00	1 / lump sum \$775.00	Y
573-11854-01-05	Sixth Street Plaza (east building)	Supplier Product Code:	First Offer - \$3,840.00	1 / lump sum \$3,840.00	Y
573-11854-01-06	Bass Supermarket	Supplier Product Code:	First Offer - \$1,800.00	1 / lump sum \$1,800.00	Y
573-11854-01-07	Negro Chamber of Commerce	Supplier Product Code:	First Offer - \$2,200.00	1 / lump sum \$2,200.00	Y
573-11854-01-08	Sistrunk Blvd Lamp Gold Poles	Supplier Product Code:	First Offer - \$52,500.00	1 / lump sum \$52,500.00	Y
Supplier Total					\$68,370.00

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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

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

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), 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.

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**

Does Not Apply

Does Not Apply

kurt@miamichristmaslights.com

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.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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.

Please indicate which credit card payment you prefer:

☒ Master Card

☐ Visa Card

Company Name: **South Florida Lighting Team**

Kurt Stange
Name (Printed)

Kurt Stange
Signature

10.13.2015
Date:

Manager
Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's 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) | N/A
Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | N/A
Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | N/A
Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | N/A
Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (5) | N/A
Business Name | requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (6) | N/A
Business Name | is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. |

BIDDER'S COMPANY: **South Florida Lighting Team, LLC - DBA Miami Christmas Lights**

AUTHORIZED COMPANY
PERSON:

Kurt Stange

Kurt Stange

11/12/16

NAME

SIGNATURE

DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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) **South Florida Lighting Team**

Address: **1330 West Ave 2012**

City: **Miami Beach** State: **FL** Zip: **33139**

Telephone No. **3054322225** FAX No. Email: **kurt@miamichristmaslights.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **3**

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

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	11.9.16				

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. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

N/A

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:

Kurt Stange
Name (printed)

Kurt Stange
Signature

11.12.16
Date:

President
Title

Holiday Lightscapes

Bid Contact **Sean Wolfe**
SWOLFE@HOLIDAYLIGHTSCAPES.COM
Ph 561-827-4357

Address **1555 Ursa Court**
Merritt Island, FL 32953

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
573-11854--01-01	Mizell Center	Supplier Product Code:	First Offer - \$4,914.00	1 / lump sum \$4,914.00	Y
573-11854--01-02	NAACP Building	Supplier Product Code:	First Offer - \$1,694.00	1 / lump sum \$1,694.00	Y
573-11854--01-03	CRA Office	Supplier Product Code:	First Offer - \$9,092.00	1 / lump sum \$9,092.00	Y
573-11854--01-04	Allen Community Center	Supplier Product Code:	First Offer - \$2,124.00	1 / lump sum \$2,124.00	Y
573-11854--01-05	Sixth Street Plaza (east building)	Supplier Product Code:	First Offer - \$9,092.00	1 / lump sum \$9,092.00	Y
573-11854--01-06	Bass Supermarket	Supplier Product Code:	First Offer - \$5,064.00	1 / lump sum \$5,064.00	Y
573-11854--01-07	Negro Chamber of Commerce	Supplier Product Code:	First Offer - \$5,064.00	1 / lump sum \$5,064.00	Y
573-11854--01-08	Sistrunk Blvd Lamp Gold Poles	Supplier Product Code:	First Offer - \$66,475.00	1 / lump sum \$66,475.00	Y
Supplier Total					\$103,519.00

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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

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

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), 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.

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**

N/A

N/A

swolfe@holidaylightscares.com

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.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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.

Please indicate which credit card payment you prefer:

☐ Master Card

☒ Visa Card

Company Name: **Holiday Lightscapes**

Sean Wolfe
Name (Printed)

06/17/2016
Date:

Sean Wolfe
Signature

President
Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1) Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2) Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3) **Holiday Lights**
Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4) Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5) Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6) Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: **Holiday Lights**

AUTHORIZED COMPANY
PERSON:

Sean Wolfe

Sean Wolfe

06/17/2016

NAME

SIGNATURE

DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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) **Holiday Lightscapes Inc.**

Address: **1555 Ursa Court**

City: **Merritt Island** State: **FL** Zip: **32953**

Telephone No. **5618274357** FAX No. Email: **swolfe@holidaylightscapes.com**

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

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

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
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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. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

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

Submitted by:

Sean Wolfe
Name (printed)

Sean Wolfe
Signature

11/14/2016
Date:

swolfe@holidaylightscapes.com
Title

No Bids

Holiday Lighting Designs Inc Just not interested at this time.



OIG 19-012-M

EXHIBIT 5

From: [AnnDebra Diaz](#)
To: kurt@miamichristmaslights.com
Cc: [Thomasina Turner-Diggs](#)
Subject: FW: Bid 573-11854, Sistrunk Holiday Light Decor
Date: Tuesday, November 15, 2016 3:56:37 PM
Attachments: [image001.png](#)
Importance: High

From: AnnDebra Diaz
Sent: Tuesday, November 15, 2016 3:55 PM
To: kurt@miamichristmaslights.com
Cc: Thomasina Turner-Diggs
Subject: Bid 573-11854, Sistrunk Holiday Light Decor
Importance: High

Good afternoon Mr. Stange,

Congratulations!

This email shall serve as notice that the City of Fort Lauderdale is proceeding with the recommendation of award of the above mentioned solicitation to your company. Kindly have your insurance company forward directly to my email a current certificate of insurance, showing coverage for General Liability, Auto Liability and Worker's Comp in accordance with the requirements of said solicitation. The certificate MUST list the City as additionally insured with respect to General Liability.

Please submit immediately. I will be on vacation as of Thursday, therefore please have Thomasina copied on the email.

Please contact me with any questions.
Thank you,

AnnDebra Diaz, CPPB | Senior Procurement Specialist

City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-5949 | F 954-828-5576 | adiaz@fortlauderdale.gov



Accountability - Ethics – Impartiality – Professionalism – Service – Transparency

OIG 19-012-M

EXHIBIT 6



Memo

To: Lee R. Feldman, ICMA-CM, City Manager
Christopher Lagerbloom, Assistant City Manager
Stanley Hawthorne, Assistant City Manager

From: Lillian Rosa, Professional Standards Manager

Date: June 30, 2017

Re: Review of Bids for Light Up Sistrunk

On November 3, 2016, AnnDebra Diaz, Senior Procurement Specialist, received a purchasing requisition from the City's Community Redevelopment Agency for the purchase of decorative lighting for the Light Up Sistrunk holiday event. The requisition was in the amount of \$22,950 and was for the vendor, South Florida Lighting Team LLC. The requisition had three informal quotes attached to it from: Miami Christmas Lights, South Florida Lighting Team, and Miami Event Lighting Pros.

AnnDebra rejected the requisition stating, "All three quotes are from the same company. Miami Christmas Lights is a d/b/a for South Florida Lighting Team. The quote numbers are the same format, the quote layouts are the same format, including the same fonts on all three quotes. The quote for South Florida Lighting Team even includes language referring to Miami Christmas Lights. The quote from Miami Event Lighting Pros is a non-existent legal entity in the state of Florida. This is very misleading, against procurement ordinance and unacceptable. You must obtain 3 quotes from DIFFERENT companies."

The Procurement Division decided to cancel the requisition and put the lighting project on BidSync to get formal quotes from other vendors. The Office of Professional Standards was asked to investigate the apparent bidding improprieties.

The Lighting Corporations

The South Florida Lighting Team was incorporated in 2008 and the manager of the corporation is Kurt Stange at 1330 West Ave, Miami Beach, FL 33139. The website www.southfloralightingteam.com is not active. There is a Facebook page for the firm but it has not been updated since 2009 (<https://www.facebook.com/South-Florida-Lighting-Team-169893284785/>).

OFFICE OF PROFESSIONAL STANDARDS

100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301

TELEPHONE (954) 828-4933

WWW.FORTLAUDERDALE.GOV

Miami Christmas Lights is the fictitious name (or d/b/a) of South Florida Lighting Team, filed in 2010, and is located at 1330 West Ave #2012, Miami Beach Florida 33139. MiamiChristmasLights.com is an active website and formerly listed its phone number as 305-432-2225.

Miami Event Lighting Pros is not found in the Florida Department of State records of Florida corporations. The website at MiamiEventLightingPros.com lists its phone number as 305-432-2225, the same as Miami Christmas Lights.

Documents Reviewed

- Bids, quotes, and associated Procurement documents received from Miami Christmas Lights ("MCL").
- The Information Technology Department provided all city emails sent to or received from the MiamiChristmasLights.com domain from 2014-2016.
- Phone records showing inbound and outbound calls from 3 phone numbers associated with Miami Christmas Lights.

Factual Findings

1. For the 2015 holiday season, Sistrunk Blvd had lighted snowflakes decorating the street light poles. On October 20, 2015, Thomasina Turner-Diggs, CRA Project Coordinator, obtained 3 informal quotes from vendors who could supply and install the snowflakes. Thomasina obtained the following written quotes:

Brandano Displays, Inc.	\$18,450
CDI Enterprises	\$21,000
Miami Christmas Lights	\$41,000

The 2015 Sistrunk holiday display contract was awarded to the lowest bidder, Brandano Displays, for \$18,450. The Northwest Progresso Flagler Heights Community Redevelopment Agency (NPF CRA) paid for the 2015 Sistrunk holiday display and, since the amount was less than \$25,000, it did not have to go before the CRA Board for approval.

2. Miami Christmas Lights had previously done lighting work for the city's Beach CRA and for the downtown countdown on New Year's Eve. Miami Christmas Lights expressed a strong desire to do the holiday display for the NPF CRA area and contacted the NPF CRA in 2015.

3. For the 2016 holiday season, Commissioner McKinzie requested a Sistrunk Blvd holiday display similar to the lights and decorations on Fort Lauderdale Beach and Las Olas Blvd. The Parks and Recreation Department would also organize the entertainment portion of the Light Up Sistrunk event.

4. Carl Williams, Deputy Director, and Timothy McGovern, Community Program Supervisor stated they did not believe the Parks and Recreation Department was responsible for procuring the light pole decorations on Sistrunk Blvd since they had not procured light pole decorations in the past and since the Parks and Recreation budget had no money for such decorations. Parks and Recreation did have approximately \$4,500 in its budget for the lighting on five buildings along Sistrunk Blvd.

At some point in summer 2016, it was decided that the NPF CRA would not be paying for any of the Sistrunk holiday décor. It was unclear which department would pay for the Sistrunk holiday lighting because no other department had budgeted for the expense.

5. On May 31, 2016, Randy Meyerson, Director of Sales and Marketing for Miami Christmas Lights (MCL), sent an email to Thomasina Turner-Diggs, CRA Project Coordinator, thanking her for allowing MCL the opportunity to bid on the 2016 holiday pole décor.

6. On July 26, 2016, Randy/MCL was invited to a meeting with Thomasina and CRA Manager Jonathan Brown at the CRA conference room to "discuss new holiday lighting for the Boulevard". According to Thomasina, they did not have similar meetings with other vendors.

7. On August 09, 2016 Randy/MCL emailed Thomasina and Tim saying "Attached please find a design for holiday pole décor for Sistrunk Ave. Please let me know what you think ASAP; now I can submit a proposal." According to Thomasina, Jonathan liked the proposed pole décor.

Later that same day, Randy/MCL emailed them again saying, "Attached is the proposal packet for the holiday lights at your property. This is probably way over your budget but there are a number of things we can do to pare this down to something that could work for you. Once you receive this, please contact me so we can review the proposal, line by line."

(The proposal packet was not attached as a PDF file. Randy/MCL included a Dropbox-like link to retrieve the attachments).

8. On September 13, 2016, Randy/MCL invited Thomasina and Tim to a meeting "to finish Sistrunk". According to Thomasina and Tim, at the meeting, Randy/MCL gave them three bids from Miami Christmas Lights: 1) a proposal for lighting the five buildings on Sistrunk Blvd in the amount of \$7,675.50; 2) a proposal for lights and garlands on 103 light poles for \$43,775; and 3) a proposal that combined both jobs for \$51,450.50. All three bids were addressed to Tim McGovern.

Upon seeing the proposals, Thomasina told Randy/MCL that she would have to get 3 bids from other vendors. At that point, Randy/MCL said that there were only a few firms that did that kind of lighting work and he could tell them "right now" what the other companies would charge. Randy then produced a bid proposal from Miami Event Lighting Pro for \$89,430 and a bid from South Florida Lighting Team for \$62,850. During the meeting, Randy emailed the 2 "competitors" bids to Thomasina for printing and Thomasina accepted them as bids from other vendors.

9. On October 26, 2016, Randy/MCL emailed Thomasina two separate Miami Christmas Lights bids for the light poles and the buildings and the proposals had Tim's name on them. On October 28, 2016, Randy sent Thomasina the buildings proposal and put Thomasina's name on it instead of Tim.

10. On October 31, 2016, Randy emailed Thomasina and said the MCL tech crews would like to install the Sistrunk light poles décor on November 3, 2016. The Procurement Division still had not received a requisition for Light Up Sistrunk and the City of Fort Lauderdale had not awarded a contract. Thomasina replied: "We cannot move forward with the install of hardware of any kind for several reasons... first being, we need a separate breakdown of the CRA's \$24,500 portion of the quote your company submitted to the CRA/Parks and we need a certificate of insurance to issue a purchase order so the work can begin. Please provide us with this as soon as possible. Thanks."

11. Following Thomasina's email above, Randy/MCL sent an email to Thomasina and Tim with a bid stating, "Here is the first quote with lamp posts only. I put Thomasina's name on this one." The next email from him said, "Here is the quote with just the buildings on it with the community center taken out."

12. On November 1, 2016, Thomasina replied, "Randy, in order for the CRA board to approve this purchase the only amount on the estimate and the invoice needs to be no more than \$24,500. You may include the bucket truck as long as it totals \$24,500. The remaining will be picked up in the second invoice for Parks and Rec. Therefore the CRA has the first 52 poles and Parks has the other 51 poles. Please get the new estimate today thanks."

13. Randy/MCL replied with two separate emailed invoices, "Hi Thomasina, Is this what you were looking for?" and "Tim, attached is the updated quote for the lamp post. I divided them in half. Half under you, and half under CRA. I spoke to Thomasina this morning and this is how she wanted me to split up the lamp post for billing purposes." One quote addressed to Thomasina was for 52 light poles and was in the amount of \$22,950. The other quote was addressed to Tim and had 51 light poles for \$22,525.

14. On November 2, 2016, Irina Tamez, CRA Accounting Clerk, prepared a requisition with the quotes that Miami Christmas Lights provided to Thomasina. The requisition was for \$22,950 for "Sistrunk Ave Lamp Posts." The requisition had 3 quotes attached to it:

- 1) Miami Christmas Lights – 52 light poles - \$22,950
- 2) South Florida Lighting Team – 103 poles - \$53,422.50
- 3) Miami Event Lighting Pros – 103 poles - \$84,958.50

15. As stated earlier, on November 3, 2016, AnnDebra Diaz, Senior Procurement Specialist, Finance Department, rejected the requisition stating, "Requisition 1707648 has been returned to your department. All three quotes are from the same company. Miami Christmas Lights is a d/b/a for South Florida Lighting Team. The quote numbers are the same format, the quote layouts are the same format, including the same fonts on all three quotes. The quote for South Florida Lighting

Team even includes language referring to Miami Christmas Lights. The quote from Miami Event Lighting Pros is a non-existent legal entity in the state of Florida. This is very misleading, against procurement ordinance and unacceptable. You must obtain 3 quotes from DIFFERENT companies.

16. On November 4, 2016, following Procurement's rejection of the requisition, Jonathan Brown/CRA, Carl Williams/Parks, and Thomasina Turner-Diggs/CRA had a conference call with Kurt Stange, President of MCL, to tell him that the requisition could not proceed because MCL submitted 3 bids and misrepresented them as quotes from different companies. According to Thomasina, Kurt Stange/MCL said that the other quotes were simply meant to show what other companies could charge for the lighting job.

17. Assistant City Manager Chris Lagerbloom had discussions with Kirk Buffington, Finance Director, and Jennifer Alvarez, Procurement and Contracts Manager, and it was decided that the contract for holiday lights on Sistrunk Blvd should be put up for bids on BidSync on November 7, 2016. After the project was publicly advertised on BidSync, South Florida Lighting Team d/b/a Miami Christmas Lights was the lowest bidder and was awarded the contract for lighting on 7 buildings and 103 light poles. The total contract amount was \$68,370.

Conclusion

1. In July-October 2016, City staff members engaged in conversations with MCL about the scope of work for Light Up Sistrunk but did not engage in similar conversations with other potential vendors. Conversations with only one vendor may lead to the appearance of favoritism or an unfair advantage.

2. When informed that the City would have to get 3 quotes for the Sistrunk lighting contract, Randy Meyerson, Director of Sales and Marketing at Miami Christmas Lights, gave city staff 2 quotes which he presented as bids from other independent companies. Randy/MCL never informed staff that Miami Christmas Lights is a d/b/a for South Florida Lighting Team and that Miami Event Lighting Pros was not registered to do business in the state of Florida.

Such actions by a director of Miami Christmas Lights may give rise to questions on whether South Florida Lighting Team d/b/a Miami Christmas Lights is a "responsible bidder". As defined in the City of Fort Lauderdale Code of Ordinance, Sec. 2-173, a "responsible bidder means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance."

According to the City of Fort Lauderdale Code of Ordinance, Sec. 2-174(b)(3), the purchasing manager, subject to approval of the city manager, has the authority to determine if a vendor is an irresponsible bidder.

3. Randy Meyerson/MCL, produced these 2 “competitors” quotes at a meeting attended by Thomasina Turner-Diggs and Tim McGovern. These quotes were apparently accepted without scrutiny or questions from city staff. Thomasina Turner-Diggs knew the correct procedures because she properly obtained 3 informal quotes for the 2015 Sistrunk Blvd holiday lights contract. Tim McGovern stated that he and the Parks and Recreation Department were not responsible for obtaining quotes for the 2016 Light Up Sistrunk event.

4. The Procurement Division properly rejected the requisition because the 3 companies were related or non-existent. It should also be noted that the 3 quotes attached to the requisition were not an “apples to apples” comparison since one quote was for 52 light poles and the other 2 quotes were for 103 light poles.

5. When it became apparent that light decorations for 103 light poles would likely exceed \$25,000, city staff members should have followed the procedures under the Code of Ordinances, Sec. 2-180 Formal Bid Procedures. Although the City eventually solicited bids on BidSync on November 7, 2016, by that late date, companies who may have been able to competitively bid on the contract had an extremely short time to prepare a bid AND design and fabricate the light decorations for 103 light poles and 5-7 buildings.

6. Emails show that there was a deliberate attempt to split up the Light Up Sistrunk contract to keep the requisitions under the \$25,000 spending threshold so that the purchase did not have to be approved by the Community Redevelopment Agency Board and/or the City Commission. Such practice is prohibited by Code of Ordinances, Sec. 2-188, Prohibition against subdivision: “No contract or purchase shall be subdivided to avoid the requirements of this division.”

7. The actions by city staff indicate that there is a need for counseling and/or training on proper procurement procedures.

Cc: Phil Thornburg, Parks and Recreation Director
Kirk Buffington, Finance Director
Jennifer Alvarez, Procurement Manager
Jonathan Brown, Community Redevelopment Agency Manager

OIG 19-012-M

EXHIBIT 7



Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

ESTIMATE

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

City of Fort Lauderdale
Tim McGovern
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-4340
Em: tmcgovem@fortlauderdale.gov
Budget: \$35,000.00

Proposal Information

Estimate #: 16 - 366
Proposal Date: 09/13/2016
Decision Date: 08/16/2016
Desired Install Date: 10/31/2016
Desired Removal Date: 01/09/2017
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Lamp Post holiday decor-custom design	103	\$500.00	\$51,500.00
Garland with red ornamentation and sea life design			
Mizell Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights Roof Line-outline the front edge of the roof	200	\$5.50	\$1,100.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included the front of the building in the center section	1	\$400.00	\$400.00
Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath to be hung in the center section of the building	1	\$100.00	\$100.00
Install 36" LED Warm White snowflake to be placed on the face of the building just above the awning on the right side	2	\$300.00	\$600.00
NCAAP Building	1	\$0.00	\$0.00
Install Clear incandescent C7 lights Roof Line outline the	130	\$5.50	\$715.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not include	1	\$400.00	\$400.00
Install 18" structural double looped and long tailed velvet red bow with gold trim	1	\$100.00	\$100.00
CRA Office Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights Roof Line, outline the entire front of the roof edges	80	\$5.50	\$440.00
Install 14" Unlit Camdon Fir garland - trim package not included for the 3 terraces n	75	\$15.00	\$1,125.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included , one each on the right and left terraces and one in the center	3	\$400.00	\$1,200.00
Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreaths on the terraces , one right , one left and one in the center	3	\$100.00	\$300.00
Install 6' Camdon Fir synthetic wreath illuminated with approx. 800 Warm White 5MM LED lights - trim package not included in the top center of the building, on the front	1	\$650.00	\$650.00
Install 24" structural double looped and long tailed velvet red bow with gold trim for the wreath at the top center building for the wreath at the top center	1	\$125.00	\$125.00
Community Center Bld	1	\$0.00	\$0.00
Install Clear incandescent C7 lights Roof Line , outline along the front edge of the roof	50	\$5.50	\$275.00
Install 4' Camdon Fir synthetic wreath illuminated with approx. 400 Warm White 5MM LED lights - trim package not included on the front of the building	1	\$400.00	\$400.00
Install 18" structural double looped and long tailed velvet red bow with gold trim for the wreath on the front of the building	1	\$100.00	\$100.00
Install optical timers on all outlets.	20	\$0.00	\$0.00
Equipment rental fee for 35' towable lift - charged per day	1	\$1,000.00	\$1,000.00
		Sub Total	\$60,530.00
		15% New Client Discount - Discount Adjustment	\$9,079.50 \$0.00
		Grand Total	\$51,450.50
		DEPOSIT AMOUNT DUE	\$25,725.25

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

Outlet Location: On every lamppost, and power to be supplied at the center isles

Circuit Breaker Location: TBD

Integrated Timers: No Timer Hours: Dusk till Dawn

Other Notes: On every lamppost, and power to be supplied at the center isles

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. **A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2018 season.**

Name:

Signature:

Thomasina M. Rogers

Date:

9/13/16

OIG 19-012-M

COMPOSITE EXHIBIT 8

From: [Thomasina Turner-Diggs](#)
To: [Randy Meyerson](#)
Cc: [Tim McGovern](#); [Jonathan Brown](#); [Carl Williams](#); [Thomasina Turner-Diggs](#)
Subject: RE: Miami Christmas Lights
Date: Monday, October 31, 2016 3:23:24 PM

Good afternoon Randy,

We cannot move forward with the install of hardware of any kind for several reasons...first being, We need a separate breakdown of the CRA's \$24,500 portion of the quote your company submitted to the CRA/Parks and we need a certificate of insurance to issue a Purchase Order so the work can begin. Please provide us with this as soon as possible Thanks

Thomasina L.Turner, Project Coordinator
City of Fort Lauderdale
Community Redevelopment Agency
914 NW 6 Street, Fort Lauderdale Fl 33311
954-828-8953
ThomasinaT@fortlauderdale.gov

From: Randy Meyerson [mailto:randy@miamichristmaslights.com]
Sent: Monday, October 31, 2016 9:34 AM
To: Thomasina Turner-Diggs
Subject: Miami Christmas Lights

Hi Thomasina,

Happy Halloween!!! BOOOOOO.....scared?

I learned from our tech crews dept. that they would like to install the lamp post decor on Thursday. Are there any issues with regard to that ?

Thanks,

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

||

From: [Randy Meyerson](#)
To: [Thomasina Turner-Diggs](#); tmcgovern@forlauderdale.gov
Subject: 2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post
Date: Monday, October 31, 2016 5:20:08 PM
Attachments: [2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post.pdf](#)

Hi Thomasina and Tim,

Here is the first quote with lamp posts only. I put Thomasina's name on this one.

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com



ESTIMATE

Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

City of Ft Lauderdale CRA/Systrunct
Thomasina Turner
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-8953
Em: thomasinat@ftlauderdale.gov
Budget: \$35,000.00

Proposal Information

Estimate #: 16 - 490
Proposal Date: 10/31/2016
Decision Date: 08/16/2016
Desired Install Date: 10/31/2016
Desired Removal Date: 01/09/2017
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Ave	103	\$500.00	\$51,500.00
Equipment rental fee for 45' bucket truck - charged per day	2	\$1,000.00	\$1,000.00
		Sub Total	\$52,500.00
		15% New Client Discount - Discount	\$7,875.00
		Adjustment	\$0.00
		Grand Total	\$44,625.00
		DEPOSIT AMOUNT DUE	\$22,312.50

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

Outlet Location: On every lamppost, and power to be supplied at the center isles
Circuit Breaker Location: TBD
Integrated Timers: No Timer Hours: Dusk till Dawn
Other Notes: On every lamppost, and power to be supplied at the center isles

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. **A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2018 season.**

Name: _____ Signature: _____
Date: _____

From: [Thomasina Turner-Diggs](#)
To: [Randy Meyerson](#)
Cc: [Tim McGovern](#); [Thomasina Turner-Diggs](#)
Subject: Emailing - 2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post (3).pdf
Date: Tuesday, November 1, 2016 10:11:26 AM
Attachments: [2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post \(3\).pdf](#)
Importance: High

Good morning,

Randy in order for the CRA board to approve this purchase the only amount on the estimate and the invoice needs to be no more than \$24,500. You may include the bucket truck as long as it totals \$24,500. The remaining will be pick up in the second invoice for Parks and Rec. Therefore the CRA has the first 52 poles and Parks has the other 51 poles. Please get the new estimate today Thanks

From: [Randy Meyerson](#)
To: [Thomasina Turner-Diggs](#)
Subject: 2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post TT1
Date: Tuesday, November 1, 2016 12:49:04 PM
Attachments: [2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post TT1.pdf](#)

Hi Thomasina,

Is this what you are looking for?

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com



Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

City of Ft Lauderdale CRA/Systrunct
Thomasina Turner
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-8953
Em: thomasinat@fortlauderdale.gov
Budget: \$35,000.00

Proposal Information

Estimate #: 16 - 492
Proposal Date: 11/01/2016
Decision Date: 08/16/2016
Desired Install Date: 11/03/2016
Desired Removal Date: 01/09/2017
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Ave	52	\$500.00	\$26,000.00
Equipment rental fee for 45' bucket truck - charged per day	2	\$1,000.00	\$1,000.00
		Sub Total	\$27,000.00
		15% New Client Discount - Discount	\$4,050.00
		Adjustment	\$0.00
		Grand Total	\$22,950.00
		DEPOSIT AMOUNT DUE	\$11,475.00

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes**Power**

Outlet Location: On every lamppost, and power to be supplied at the center isles
Circuit Breaker Location: TBD
Integrated Timers: No Timer Hours: Dusk till Dawn
Other Notes: On every lamppost, and power to be supplied at the center isles

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. **A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2018 season.**

Name: _____ Signature: _____
Date: _____

OIG 19-012-M

EXHIBIT 9

From: [Randy Meyerson](#)
To: [Thomasina Turner-Diggs](#)
Subject: RE: Miami Christmas Lights
Date: Thursday, October 15, 2015 12:06:10 PM

Hi Thomasina,

Yes, I understand that, but, if I could get that contract it would be great. Any chance of getting it right away.

As I told you, we really want to win this and I am going to do everything I can to offer the best possible proposal at the most competitive pricing possible, keeping to our standards of utilizing the highest quality material.

Thanks,

M Randy Meyerson

Miami Christmas Lights
Director of Sales & Marketing

Office: 305-432-2225
Cell: 786-587-5022
Fax: 855-787-5796
randy@miamichristmaslights.com

----- On Thu, 15 Oct 2015 11:55:01 -0400 **Thomasina Turner-Diggs**<ThomasinaT@fortlauderdale.gov> wrote -----

Sure remember it was for half the poles...this year we are lighting ALL the poles

From: Randy Meyerson [<mailto:randy@miamichristmaslights.com>]
Sent: Thursday, October 15, 2015 11:09 AM
To: Thomasina Turner-Diggs
Subject: Miami Christmas Lights

Hi Thomasina,

Hope your day is going well. Is it possible that I could get a copy of the winning contract for 2014?

Thanks,

M Randy Meyerson

Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

OIG 19-012-M

EXHIBIT 10

Lillian Rosa

From: Randy Meyerson <randy@miamichristmaslights.com>
Sent: Tuesday, May 31, 2016 3:15 PM
To: Thomasina Turner-Diggs
Subject: Miami Christmas Lights
Attachments: 15.06.15 - Company Profile.pdf

Hi Tomasina,

I hope you are well and having a great week! Thanks so much for allowing MCL the opportunity to bid on the holiday pole decor for 2016. Attached is the company profile and below is general information about MCL and a few videos of the type of work we accomplished over the past few years. Please do not forget to eye the RGB Xmas tree at Gulfstream on the 2015 video.

First, I would like to take this opportunity to introduce Miami Christmas Lights (www.miamichristmaslights.com), a full service holiday décor design and installation company. We specialize in the design, custom construction, and installation of all holiday décor items for commercial displays. We perform this as a service. Our company designs, installs, maintains, and then takes down all displays. In essence, you will not have to own anything, store anything, repair anything or basically have to do anything relating to the displays. All that is required of the client is to supply the power; MCL supplies everything from the extension cords, timers if necessary, all lighting material, garland, wreaths, figurines, custom designs or any other type of holiday decor. One other additional benefit is the ability to change themes from year to year. Some of our clients include AA Arena, Gulfstream Racetrack, Aventura Mall, Miami Airport, the cities of Sunny Isles, Aventura, Surfside, Bal Harbour, Miami Beach and Fort Lauderdale just to name a few.

Please click on the links provided below for examples of our work and capabilities:

[Channel Seven News Report Aventura Mall](#)

[Miami Christmas Lights 2015 Project Highlights](#)

[2015 NYE City of Ft Lauderdale Anchor Drop](#)

As soon as you have reviewed the material about the company, I am hoping, as you asked, to come on in there for discussions about the different types of decor that are available for you and your associates might find appropriate for the City of Ft lauderdale.

Any questions, please do not hesitate to call on me at any time.

Thanks,

OIG 19-012-M

EXHIBIT 11

From: [Randy Meyerson](#)
To: [Tim McGovern](#); [Thomasina Turner-Diggs](#)
Subject: Miami Christmas Lights
Date: Tuesday, August 9, 2016 2:12:17 PM
Attachments: [Sistrunkt Area.pdf](#)

Hi Tim and Thomasina,

Attached, please find a design for holiday pole decor for Sistrunk Ave. Please let me know what you think ASAP; now I can submit a proposal.

Thanks,

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

MIAMI CHRISTMAS LIGHTS

Ft Lauderdale CRA/Sistrunk Area





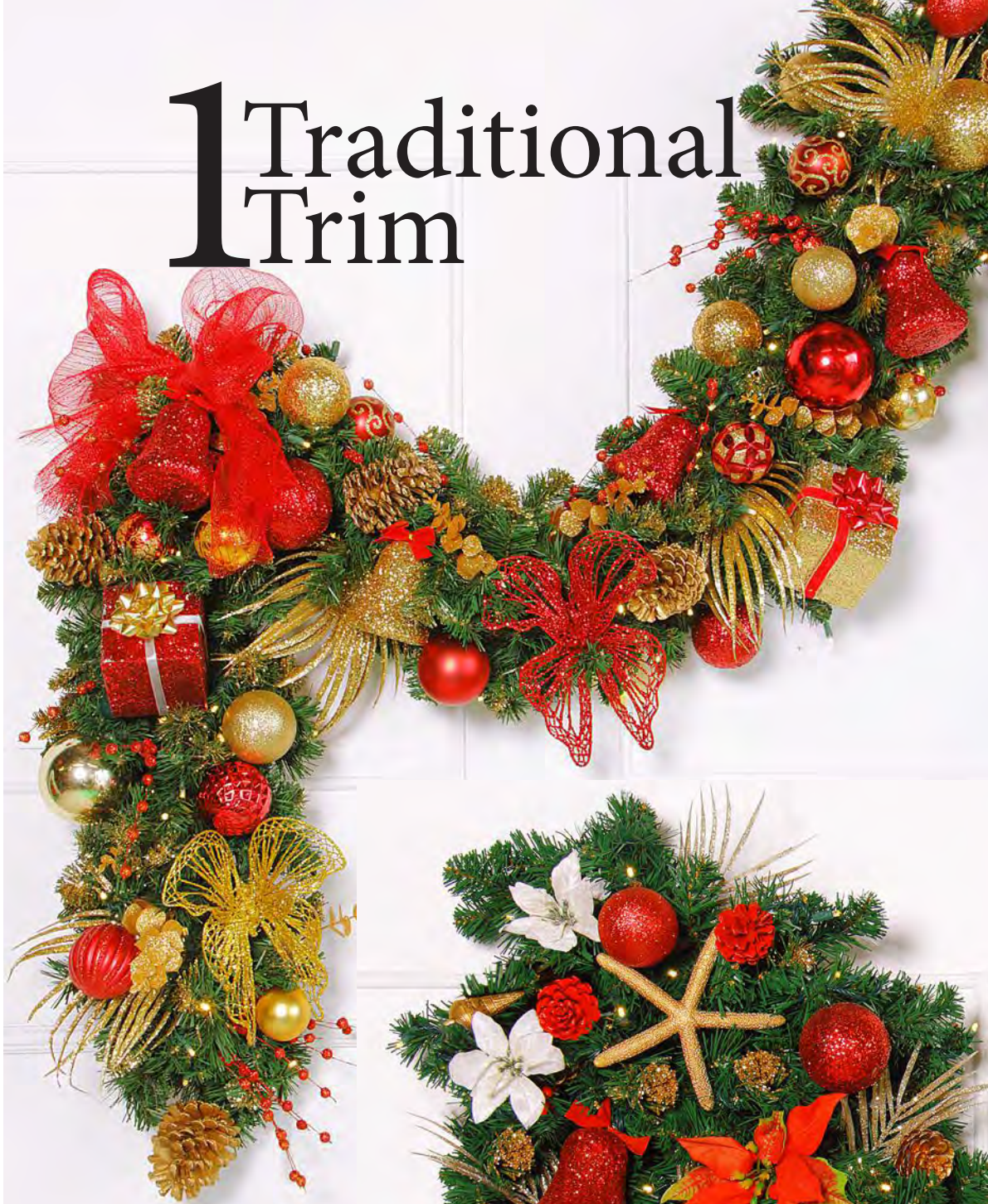
MIAMI CHRISTMAS LIGHTS



MIAMI CHRISTMAS LIGHTS



1 Traditional Trim



2 Tropical Trim

Happy Holidays

MIAMI CHRISTMAS LIGHTS

miamichristmaslights.com
305-432-2225



OIG 19-012-M

COMPOSITE EXHIBIT 12

From: [Randy Meyerson](#)
To: [Tim McGovern](#)
Subject: Invitation: Meeting with Tim McGovern on Tuesday, August 02, 10 AM - 11 AM.
Start: Tuesday, August 2, 2016 10:00:00 AM
End: Tuesday, August 2, 2016 11:00:00 AM
Attachments: [events.ics](#)

Randy Meyerson invited you to Meeting with Tim McGovern

time Tuesday, August 02, 10 AM - 11 AM (US/Eastern)

location

host Randy Meyerson

Are you going? Yes - Maybe - No

This e-mail is generated from Zoho CRM. If you think this is SPAM, please report to abuse@zohocorp.com <<mailto:abuse@zohocorp.com>> for immediate action.

From: [Sandra Doughlin](#) on behalf of [Jonathan Brown](#)
To: [Thomasina Turner-Diggs](#); [Deborah Martinez](#); randy@miamichristmaslights.com
Subject: Meeting w/Miami Christmas Designs discuss new holiday lighting for the Boulevard - Thomasina/Deborah/Randy Myerson & Jonathan
Start: Tuesday, July 26, 2016 2:00:00 PM
End: Tuesday, July 26, 2016 3:00:00 PM
Location: CRA Conference Room - 914 NW 6th Street (Powerline Rd & Sistrunk Blvd.)

From: [Randy Meyerson](#)
To: [Tim McGovern](#)
Subject: Miami Christmas Lights
Date: Friday, September 9, 2016 2:17:24 PM

Hi Tim,

How has your week been? I am assuming that you have been running one event after the other.

As you know, I was hoping together soon to discuss the holiday decor for Systrunk. Please let me know when you might be available.

Thanks,

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

From: [Randy Meyerson](#)
To: [Tim McGovern](#)
Subject: Miami Christmas Lights
Date: Tuesday, August 23, 2016 11:36:20 AM

Hi Tim,

Just a short note to see when you might be available this week to see if we can put some sort of a deal together for Systrunk.

thanks,

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

OIG 19-012-M

EXHIBIT 13

From: randy@miamichristmaslights.com
To: [Tim McGovern](#); randy@miamichristmaslights.com; [Thomasina Turner-Diggs](#); randy@miamichristmaslights.com; kurt@miamichristmaslights.com
Subject: City of Fort Lauderdale - Holiday Light Proposal
Date: Tuesday, August 9, 2016 4:39:56 PM

Hi Tim and Thomasina,

I hope you are having a great day!

Attached is the proposal packet for the holiday lights at your property. As one of our preferred customers we wish to have your holiday project prepared well in advance for the upcoming 2016 season.

This is probably way above your budget, but, there a number of things that we can do pare this down to something that could work for you. Once you receive this, please contact me so we can review the proposal, line by line.

Miami Christmas Lights new 2016 policy is the following; after receiving your signed copy of the following proposal and the 50% deposit, we will schedule your preferred installation date on our calendar.

We hope to get your project scheduled sooner than later since we are expecting 2016 to be our busiest season ever!

Miami Christmas Lights is now offering a quick and easy E-Signature option with all proposals! Now you are able to sign from your Smart Phone, Tablet or Computer!

Thanks so much!

[Download Proposal Packet](#)

[Sign online](#)

OIG 19-012-M

**COMPOSITE
EXHIBIT 14**

From: [Randy Meyerson](#)
To: [Thomasina Turner-Diggs](#)
Subject: 2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post TT1
Date: Tuesday, November 1, 2016 12:49:04 PM
Attachments: [2016 City of Ft Lauderdale CRA Sistrunk Holiday Decor Lamp Post TT1.pdf](#)

Hi Thomasina,

Is this what you are looking for?

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com



ESTIMATE

Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

City of Ft Lauderdale CRA/Systrunct
Thomasina Turner
914 NW 6th St
Fort Lauderdale, FL 33311
Ph: 954-828-8953
Em: thomasinat@fortlauderdale.gov
Budget: \$35,000.00

Proposal Information

Estimate #: 16 - 492
Proposal Date: 11/01/2016
Decision Date: 08/16/2016
Desired Install Date: 11/03/2016
Desired Removal Date: 01/09/2017
Contract Expire Date: 2018
Deposit Method: eCheck

Item	Qty	Price	Total
Sistrunk Ave Lamp Posts	1	\$0.00	\$0.00
Install 9' warm white LED lit garland swag covered in Tropical Holiday décor in a double loop design on all the posts on Sistrunk Ave	52	\$500.00	\$26,000.00
Equipment rental fee for 45' bucket truck - charged per day	2	\$1,000.00	\$1,000.00
		Sub Total	\$27,000.00
		15% New Client Discount - Discount	\$4,050.00
		Adjustment	\$0.00
		Grand Total	\$22,950.00
		DEPOSIT AMOUNT DUE	\$11,475.00

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

Outlet Location: On every lamppost, and power to be supplied at the center isles
Circuit Breaker Location: TBD
Integrated Timers: No Timer Hours: Dusk till Dawn
Other Notes: On every lamppost, and power to be supplied at the center isles

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.html which are incorporated by reference herein. **A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2018 season.**

Name: _____ Signature: _____
Date: _____

OIG 19-012-M

EXHIBIT 15

Miami Christmas Lights

Guiding Principle - Honesty

MCL's guiding principle in business is HONESTY. As a representative of MCL, all of your interactions with MCL's clients must be guided by this principle.

MCL's clients are mainly associations and municipal corporations, which are special entities. These entities have special duties to safeguard the funds they have and to expend such funds through the proper processes. Your interaction with these clients is through their representatives, who may be employees, officers or elected officials. On most occasions these representatives will be carrying out the proper process for the expenditure of the client's funds, but occasions arise in which these representatives will ask you to do things which is not part of the proper process.

If you are asked by a client representative to do take any action that is deceptive or dishonest (either actively deceptive or dishonest, or deceptive or dishonest by omission), and you recognize that the requested action is deceptive or dishonest, you are expected to politely decline the request and immediately notify your supervisor in writing of the request. Sometimes, you may not recognize a request as deceptive or dishonest, or may simply believe you are being asked to comply with the proper process. MCL's goal is not to micromanage you, but rather to help you do your job honestly.

The key to understanding whether you are authorized to act in response to a request by a client representative is to ask yourself the following questions:

1. Does the request ask me to do something which is inconsistent with a price that MCL has already given the client?
2. Will the request provide a personal benefit to the representative?
3. Is the request asking me to provide inaccurate or incorrect information?
4. Is the request asking me to conceal some information?
5. Is the request asking me not to provide information that I have provided the representative to another representative of the client?

If the answer to any of the foregoing questions is "YES", then you must immediately advise your supervisor and MCL's President and take direction on how to proceed from them. You are not authorized by MCL to act on a request if the answer to any of the foregoing questions is "YES."

It should be noted that most of the time when a client representative asks you to do something improper, such request will not be made in writing, but will occur over the phone or in person. Not all improper requests occur over the phone or in person, but requests that are made over the phone or in person that are not otherwise made in writing should receive additional scrutiny.

OIG 19-012-M

EXHIBIT 16

From: [Tim McGovern](#)
To: ["Randy Meyerson"; Thomasina Turner-Diggs](#)
Subject: RE: Miami Christmas Lights
Date: Monday, September 12, 2016 10:31:15 AM

Yes, That is fine with me.

From: Randy Meyerson [mailto:randy@miamichristmaslights.com]
Sent: Monday, September 12, 2016 9:44 AM
To: Thomasina Turner-Diggs; Tim McGovern
Subject: RE: Miami Christmas Lights

Hi Thomasina and Tim,

Happy Mondayyyy!!LOL

I would love to meet on Tuesday at 10AM if that is ok with you guys.

Please let me know.

Thanks,

M Randy Meyerson

Miami Christmas Lights
Director of Sales & Marketing

Office: 305-432-2225
Cell: 786-587-5022
Fax: 855-787-5796
randy@miamichristmaslights.com

---- On Fri, 09 Sep 2016 14:45:34 -0400 **Thomasina Turner-Diggs**
<ThomasinaT@fortlauderdale.gov>wrote ----

Happy Friday!!

I am available Tuesday- 13th 10am-12pm...Wednesday-14th –any time after 1pm....Thursday15th-11am-3pm... and Friday 16th 10am-12pm

Thomasina L.Turner, Project Coordinator
City of Fort Lauderdale
Community Redevelopment Agency
914 NW 6 Street, Fort Lauderdale FL 33311
954-828-8953
ThomasinaT@fortlauderdale.gov

From: Tim McGovern
Sent: Friday, September 09, 2016 2:27 PM
To: Randy Meyerson; Thomasina Turner-Diggs

Subject: RE: Miami Christmas Lights

Hi Randy and Thomasina, I am back in town from Medellin Columbia. Let's get together next week. Monday is bad for me but any day after I will adjust my calendar. Hope all is well. Timmy

From: Randy Meyerson [<mailto:randy@miamichristmaslights.com>]

Sent: Friday, September 09, 2016 2:17 PM

To: Tim McGovern

Subject: Miami Christmas Lights

Hi Tim,

How has your week been? I am assuming that you have been running one event after the other.

As you know, I was hoping together soon to discuss the holiday decor for Systrunk. Please let me know when you might be available.

Thanks,

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

OIG 19-012-M

COMPOSITE EXHIBIT 17

From: [John Halliday](#)
To: [Thomasina Turner-Diggs](#); [Tim McGovern](#); [Randy Meyerson](#); [Jonathan Brown](#); [Sandra Doughlin](#)
Subject: RE: Miami Christmas Lights holiday lights installation
Date: Monday, October 24, 2016 7:19:53 PM
Attachments: [image001.png](#)

Ok. Thank you.

John C. Halliday III
President / Broker
The Halliday Group Companies
1800 Southeast Tenth Avenue
Suite 300
Fort Lauderdale, FL 33316-2907
954-767-0700 / Fax 954-767-0800 / Mobile 954-214-3883
jhalliday@hallidaygroup.com
www.hallidaygroup.com



Brokerage – Management – Development

-----Original Appointment-----

From: Thomasina Turner-Diggs [<mailto:ThomasinaT@fortlauderdale.gov>]
Sent: Monday, October 24, 2016 5:04 PM
To: John Halliday; Tim McGovern; Randy Meyerson; Jonathan Brown; Sandra Doughlin
Subject: Canceled: Miami Christmas Lights holiday lights installation
When: Tuesday, October 25, 2016 12:30 PM-1:30 PM (UTC-05:00) Eastern Time (US & Canada).
Where: CRA Conference Room
Importance: High

Unfortunately, the Vendor(Miami Christmas Lights) has scheduling conflict at this time we will reschedule for the first week in November.

From: [Thomasina Turner-Diggs](#)
To: [Randy Meyerson](#); [Tim McGovern](#)
Cc: [Thomasina Turner-Diggs](#)
Subject: FW: Miami Christmas Lights
Date: Friday, October 28, 2016 2:46:44 PM

I like and I agree...please keep in mind we all need to meet ASAP Tim Let's discuss on Monday Thanks...

Thomasina L.Turner, Project Coordinator
City of Fort Lauderdale
Community Redevelopment Agency
914 NW 6 Street, Fort Lauderdale FL 33311
954-828-8953
ThomasinaT@fortlauderdale.gov

From: Randy Meyerson [mailto:randy@miamichristmaslights.com]
Sent: Friday, October 28, 2016 2:17 PM
To: Thomasina Turner-Diggs
Subject: Miami Christmas Lights

Hi Thomasina,

Please take a look at the attached rendering of the large presents. I thought that one of these would work for the median for the party. Of course once it is up, you might as well leave it for the season.

Please let me know.

Thanks,

M Randy Meyerson
Director of Sales & Marketing

Miami Christmas Lights

Office: 305-432-2225

Cell: 786-587-5022

Fax: 855-787-5796

randy@miamichristmaslights.com

www.miamichristmaslights.com

||

OIG 19-012-M

APPENDIX A



October 28, 2021

VIA EMAIL

John W. Scott, Inspector General
Broward Office of the Inspector General
One North University Drive, Suite 111
Plantation, Florida 33324
InspectorGeneral@Broward.org.

RE: OIG Preliminary Report, Ref. No. OIG 19-012-M
(City of Fort Lauderdale Response to Preliminary Report)
Employee Committed Bid Tampering in City of Fort Lauderdale and CRA's
Selection of Holiday Lighting Vendor

Thank you for the opportunity to respond to the findings and recommendations contained in the subject Preliminary Report, dated September 27, 2021 (Report). The City of Fort Lauderdale (City) has carefully reviewed the Report and has taken the following action based upon your office's findings therein.

Immediately upon receiving the information contained in the Report, CRA Coordinator Thomasina Turner-Diggs was placed on administrative leave and all city-owned and issued electronic devices she had in her possession and to which she had access were identified and secured should any further investigation become necessary. Ms. Turner-Diggs was subsequently notified of the City's intent to terminate her employment, and as a result, is no longer employed by the City.

The Report concludes that Ms. Turner-Diggs's acts constituted state criminal misconduct in the form of bid tampering, a second-degree felony; criminal use of public records, a third-degree felony; and falsifying records, a first-degree misdemeanor. The City takes every allegation of criminal behavior very seriously, and as demonstrated in this instance, takes swift and appropriate action when warranted.

I appreciate the Report pointing out and giving credit to the City for passing significant changes to its ordinances since these events, and acknowledges the changes instituted, which provide better due process and verifiable procedures for any vendor exclusion.

The City will cooperate with the Broward State Attorney and Florida Commission on Ethics should either choose to take further action. If you have any questions regarding this response, please call me at (954) 828-5959.

Office of the City Manager

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Telephone (954) 828-5013, Fax (954) 828-5599

www.fortlauderdale.gov



Sincerely,

A handwritten signature in blue ink, appearing to read "C. Lagerbloom", is positioned above the printed name.

Chris Lagerbloom
City Manager

OIG 19-012-M

APPENDIX B

From: [Paul S Figg](#)
To: [Breece, Carol](#)
Cc: [InspectorGeneral](#); [McIntire, Katherine](#); [Hughes, Dylan](#); [Mee, Michael](#)
Subject: RE: OIG Report in OIG 19-012-M
Date: Thursday, October 28, 2021 3:24:17 PM
Attachments: [image003.png](#)
[image001.png](#)
Importance: High

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Jodie,

Thank you for the opportunity for South Florida Lighting Team, LLC d/b/a Miami Christmas Lights ("MCL") to respond to the OIG 19-012-M Preliminary Report (the "OIG Report"). I have a few comments related to the City's Procurement regulations and OIG's analysis. It seems there is an assumption that the City's Procurement regulations applied to the subject contract. That may be the case based upon the fact that the City was footing the bill, but I am not sure there was any way for a vendor to know that was the case. A Community Redevelopment Agency is a separate legal entity from the City. I believe there is support for the notion that a CRA may expend funds for goods or services similar to those procured in the subject contract. See, e.g., AGO 2010-40. As a result, the source of funds did not have to be the City. The City's Procurement regulations at the time (and arguably currently) do not make clear that the City's Procurement regulations apply to purchases by the NPF CRA. The issues would be much clearer if: (a) the City's Procurement regulations made clear that they applied to the NPF CRA; (b) the NPF CRA's website also made clear that the City's Procurement regulations applied to the NPF CRA; and (c) the City's Procurement department conducted all competitive solicitations independently of involvement with the NPF CRA.

The OIG Report lists the following RELEVANT GOVERNING AUTHORITIES:

- Section 287.012(24), Fla. Stat. (as incorporated into § 838.014(2), Fla. Stat.) – There is no request for a quote as defined by § 287.012(24), because there is no state term contract, as defined by § 287.012(28).
- Section 838.014(2), Fla. Stat. – Because there is no request for a quote (see above), there is no bid, as defined by § 838.014(2).
- Section 838.22, Fla. Stat. - As I understand the facts, the CRA did not issue a competitive solicitation (bid, RFP, RFQ, etc.) originally, and Turner-Diggs signed what appeared to be a binding contract on September 13, 2016.
 - Based on the foregoing, and other facts set forth in the OIG Report, with respect to the initial contract, I believe a violation by a public servant of (1)(b) is almost impossible, but certainly a violation of (3) by any other person (Meyerson or MCL) based on the public servant's violation of (1)(b) is not possible, because there is no evidence that Meyerson or MCL did anything wrong with respect to the follow up competitive solicitation.
- City Code §§ 2-171, 2-173, 2-174, 2-175, 2-178, 2-180, 2-182, 2-184, 2-188 – On their face, these Procurement regulations do not apply to the CRA. That being said, Ms. Turner-Diggs

may have been aware that the CRA considered itself bound by them or had a written or unwritten policy requiring application of them.

- The Community Redevelopment Act and Limits on CRA Expenditures – I encourage you to look at AGO 2010-40.

Thank you again for the opportunity to respond to the OIG Report.

Sincerely,

Paul



Paul S. Figg

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From: Breece, Carol <CBREECE@broward.org>

Sent: Thursday, October 28, 2021 12:24 PM

To: Breece, Carol <CBREECE@broward.org>

Cc: InspectorGeneral <InspectorGeneral@broward.org>; McIntire, Katherine <KMCINTIRE@broward.org>; Hughes, Dylan <DYHUGHES@broward.org>; Mee, Michael <MMEE@broward.org>

Subject: OIG Report in OIG 19-012-M

Importance: High

[External E-mail]

Good afternoon:

I have bcc'd the city, implicated parties, and their counsel on this email.

The Inspector General has extended the deadline to respond to the OIG's preliminary report in OIG 19-012-M from yesterday to **12:00 p.m. noon on Monday, November 1, 2021.**

In order for any response to be included in the OIG's final report in the matter, it must be received by the extended deadline at InspectorGeneral@broward.org.

Please reach out to me or Senior Assistant Legal Counsel Kathy McIntire at kmcintire@broward.org or (954) 357-7873 if you have any questions.

Sincerely,

Carol "Jodie" Breece

General Counsel

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