

R2019 1066

**CONTRACT FOR
GENERAL PLANNING CONSULTANT (GPC) SERVICE
ON AN "AS NEEDED BASIS"
(Contract No. F-19-019/SS)**

This Contract No. F-19-019/SS is made as of this ____ day of AUG 20 2019, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Upscale Events by Mosaic, LLC, dba The Mosaic Group, 5840 Corporate Way, Suite 250, West Palm Beach, FL 33407, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide General Planning Consultant (GPC) Service as a Primary CONSULTANT for the Service Category 6 - Marketing on an "as needed basis", providing all professional, technical, clerical, subconsultant, subcontracting and other services necessary to perform the tasks assigned by Palm Tran, Inc., a not-for-profit corporation which operates the COUNTY's public transit system, hereinafter referred to as "Palm Tran," in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated May 15, 2019, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Clinton B. Forbes, Executive Director, telephone number (561) 841-4205 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall Ann Marie Sorrell, President/CEO, telephone number (561) 651-9565 or designee.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Solicitation; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Solicitation; (3) the federal award or funding document for this Solicitation; (4) the SuperCircular, inclusive of 2 C.F.R. 200.317 – 200.326; (5) Palm Beach County Code 2-51 – 2-58; (6) the provisions of the Contract, including Exhibit A; (7) the provisions of RFP NO. F-19-019/SS and all Amendments thereto, which are incorporated into and made a part of this Contract; (8) Exhibit B, CONSULTANT's proposal dated May 15, 2019; and (9) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT(s) shall commence services on August 20, 2019, and complete all services by August 19, 2022, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT(S)

- A. The total aggregate amount to be paid by the COUNTY under this Contract for all CONSULTANTS (on an "as needed basis") for all services and materials shall not exceed a total contract amount of Four Million Nine Hundred Fifty-Five Thousand Dollars and no cents (\$4,955,000.00).

For each work order issued to the CONSULTANT, the COUNTY shall pay the CONSULTANT on firm-fixed price basis as identified in each work order per pricing as identified in Exhibit B, Appendix A, Price Proposal Pages. The CONSULTANT will bill the COUNTY upon completion of all work specified in each work order performed in accordance with Exhibit A, Scope of Work/Services. The CONSULTANT will bill the COUNTY for the identified firm-fixed price upon completion of all work specified in each work order.

- B. CONSULTANT shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONSULTANT must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONSULTANT's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT(s).

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONSULTANT warrants that the price(s) shall not exceed the CONSULTANT's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONSULTANT offers more favorable pricing to one of its customer(s), the CONSULTANT shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 7 - TERMINATION

- A. This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONSULTANT or **without cause** upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid

for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, CONSULTANT's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial,

schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT(s) employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 11 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The CONSULTANT, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs (1 through 5) of this Article.
- B. **AFFIRMATIVE STEPS** must include:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 12 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 13 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 14 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONSULTANT shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY through COUNTY's designated representative, JDi Data Corporation (JDi), 100 W Cypress Creek Rd, Suite 1052, Ft. Lauderdale, FL 33309, using the CTrax Portal unless otherwise directed by COUNTY.

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to JDi using the CTrax Portal, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by successful bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life

of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and Palm Tran, Inc., as Additional Insureds.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY through COUNTY's designated representative, JDi Data Corporation, using the CTrax Portal, unless otherwise directed by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:
- Palm Beach County Board of County Commissioners
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052
Ft. Lauderdale, FL 33309
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability

policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse COUNTY and Palm Tran, Inc., as "Additional Insureds" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 15 – HIRING OF MECHANICS OR LABORERS

For those Solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, each CONSULTANT must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 16 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY and Palm Tran, Inc., their agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Except as to Palm Tran, Inc., no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY, Palm Tran, Inc., and/or CONSULTANT.

ARTICLE 19 - CONFLICT OF INTEREST / GIFT POLICY

- A. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

- B. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the COUNTY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would

arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a COUNTY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

- C. **ORGANIZATIONAL CONFLICT OF INTEREST:** If the CONSULTANT has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.
- D. **GIFT POLICY:** Notwithstanding any provision of the Ethics Code, no vendor or contractor shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from contractors or subcontractors.

ARTICLE 20 - PERFORMANCE DURING EMERGENCIES/EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONSULTANT agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONSULTANT agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONSULTANT shall furnish a 24-hour phone number

to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONSULTANT to sanctions from doing further business with the COUNTY.

ARTICLE 21 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONSULTANT agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the CONSULTANT, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY and/or Palm Tran, Inc. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24- CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 – PUBLIC RECORDS, ACCESS AND AUDITS

- A. Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material that the CONSULTANT might consider to be confidential. All submitted information that the CONSULTANT believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.
- B. The CONSULTANT shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of three (3) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business. Exceptions include:
 - 1. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or

audit findings involving the records have been resolved and final action taken.

2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for three (3) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is *not* applicable to the COUNTY.

C. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONSULTANT shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONSULTANT is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("COUNTY's Custodian") or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY 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 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Records Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract,

the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to the COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401 OR VIA E-MAIL RECORDSREQUEST@PBCGOV.ORG OR VIA PHONE 561-355-6680.

ARTICLE 26 - NON-DISCRIMINATION

- A. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
- B. Equal Employment Opportunity. During the performance of this Contract, the CONSULTANT(s) agrees as follows:

CONSULTANT and its contractors will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the

Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. CONSULTANT shall comply with the Drug Free Workforce Act of 1988.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 – DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a Contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 31 - DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Appendix D) is required at time of response submission. Upon request, the CONSULTANT agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935).

The CONSULTANT must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 32 - FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 33 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 34 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 35 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Clinton B. Forbes, Executive Director
Palm Tran, Inc.
3201 Electronic Way
West Palm Beach, FL 33407

If sent to the CONSULTANT, notices shall be addressed to:

Ann Marie Sorrell, President/CEO
Upscale Events by Mosaic, LLC, dba, The Mosaic Group
5840 Corporate Way, #250
West Palm Beach, FL 33407

ARTICLE 36 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 34 - Modifications of Work.

ARTICLE 37 – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

The CONSULTANT agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The CONSULTANT agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

ARTICLE 38 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this Contract. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

ARTICLE 39 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

CONSULTANT is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

ARTICLE 40 - PROCUREMENT OF RECOVERED MATERIALS (Applicable To Goods Valued Above \$10,000)

CONSULTANT is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

ARTICLE 41 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The CONSULTANT acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract. (31 U.S.C. Chapter 38).

ARTICLE 42 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a CONSULTANT or subcontractor under the contract. (31 U.S.C. 3729).

ARTICLE 43 – REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

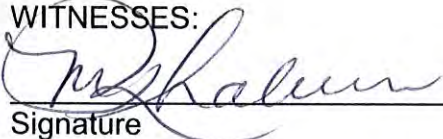
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

R2019 1066 AUG 20 2019

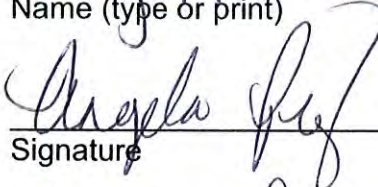
PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:


Signature

Mary Rhabum
Name (type or print)


Signature

Angela Perry
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

CONSULTANT:

Upscale Events by Mosaic, LLC
dba The Mosaic Group
Company Name

BY: 
Signature

Ann Marie Sorrell
Typed Name

President/CEO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

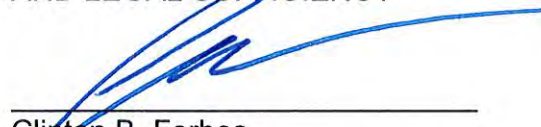

Clinton B. Forbes
Executive Director, Palm Tran, Inc.

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. F-19-019/SS

4.1 INTRODUCTION TO PROJECT AND OVERVIEW

Palm Beach County (COUNTY) is seeking General Planning Consultant (GPC) Services support to assist Palm Tran staff in performing a wide range of Transportation Planning, Fixed Route Operations and Maintenance, Information Technology (IT), Marketing, Geographic Information System (GIS), and Security and Safety. The CONSULTANT(s) will be required to comply with all applicable Federal Transit Administration (FTA) rules and regulations, Federal and State rules and regulations, as well as those of Palm Beach County. Applicable projects will be required to conform to the American with Disabilities Act (ADA).

The CONSULTANT(s) will provide these services to assist Palm Tran staff in performance of the Palm Tran's mission to provide access and opportunity for everyone, safely, efficiently and courteously. The CONSULTANT(s) will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to perform the tasks assigned. The CONSULTANT(s) will function as an extension or augmentation of Palm Tran's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized Palm Tran staff under the terms of this Contract, in a quality, timely and expeditious manner. The CONSULTANT(s) will also provide particular expertise on an "as needed basis" to augment the Palm Tran technical staff and its expertise.

Palm Tran will request CONSULTANT(s) services via work orders on an "as-needed basis". There is no guarantee that all or any of the services described in this scope of work/services will be assigned during the term of the Contract. Further, the CONSULTANT(s) will provide these services on a nonexclusive basis. Palm Tran, at its option, may elect to have any of the services set forth herein performed by Palm Tran staff.

Work order assignments will normally take the form of long-term on-going assignments, major project assignments, project review tasks, long-term specific tasks, short-term specific tasks and emergency specific tasks. Work may be assigned, subject to the Palm Tran's Executive Director's approval, from any Palm Tran section.

Any work order / project that is equal to or greater than the Mandatory Proposal Amount (as stated below) shall be subject to Section 2-54, Palm Beach County Code. The "Mandatory Proposal Amount" is the threshold dollar amount established as policy by the Board of County Commissioners at and above which a formal competitive request for proposal process must be used. Presently the

Mandatory Proposal Amount for any project / work order is One Hundred Thousand Dollars and no cents (\$100,000.00). Any project that exceeds the Mandatory Proposal Amount shall be separately solicited via a formal competitive process.

4.2 CONSULTANT'S DESIGNATION

The COUNTY has made up to two (2) awards, primary and secondary per Service Category for this solicitation on a ranking basis.

For each Service Category the Primary CONSULTANT shall be given the first opportunity to perform. The second ranked CONSULTANT shall be contacted **only** after the Primary CONSULTANT is unable to perform. The Primary CONSULTANT shall be given the first opportunity to perform until the needs of Palm Tran are met. The Primary CONSULTANT is expected to perform all work offered, unless they are unable to perform it for lack of resources or technical ability, in which case the work shall be offered to the second ranked consultant. The Primary CONSULTANT may be found in default of the contract if they demonstrate that they are consistently unable to provide requested services during the term of the contract. Additionally, if during the term of the contract the primary consultant is found in default of the contract, does not agree to renew the contract or unilaterally terminates the contract, the rights, duties, and obligations of the primary consultant shall be offered to the second ranked consultant and awarded upon mutual agreement.

When work task assignments are proposed by Palm Tran, it may require the Primary CONSULTANT to provide Palm Tran with a detailed approach, schedule and team (with team structure and resumes with education, experience, etc., pertaining to the particular task) proposed to perform the task. Only after acceptance of a detailed scope, fee, schedule, team and issuance of a Palm Tran authorization shall the CONSULTANT(s) proceed with the work.

Irrespective of whether the CONSULTANT(s) provides direct services or uses a subconsultant, it is understood that Palm Tran's contract relationship is directly with the CONSULTANT(s), not with the CONSULTANT's subconsultants. All subconsultants shall be made aware of this relationship and, unless specifically agreed to by all parties, shall report directly to the consultant. All subconsultants performing assigned work for the CONSULTANT(s) shall have a minimum of five (5) years of experience performing the assigned work. The "Lead Person" in charge of the assigned work shall have a minimum of ten (10) years of experience performing the assigned work.

The following is a general description and examples of potential work task services. It is understood that services under this Contract are not limited to the list provided herein, are not guaranteed to include all of the services listed, and

that major tasks will require a more detailed description of the scope of work for that task or project.

4.3 SERVICE CATEGORY 1 - Transportation Planning

The CONSULTANT(s) shall be familiar with transportation and transit modeling and forecasting in the Palm Beach urban area and shall be experienced in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). Tasks assigned to the CONSULTANT(s) may include, but not limited to:

- a. Assist Palm Tran in preparation and submission of Transit Development Plans.
- b. Provide modeling and ridership forecasting support including, but not limited to STOPS, TBEST, etc.
- c. Assist Palm Tran with conducting and collecting onboard surveys and related data.
- d. Assist Palm Tran with efficient scheduling of its fixed-route operations, including but not limited to quarterly operator bid data entry, run-cutting, scenario planning.
- e. Assist with the preparation of scopes of services for specific studies or other tasks.
- f. Assist with preparing and reviewing planning studies.
- g. Provide maps for use in planning activities, including all of Palm Beach County and surrounding counties.
- h. Assist Palm Tran, as requested, in monitoring the regional transportation planning process, requiring familiarity with Palm Beach Transportation Planning Agency (TPA) and planning processes of surrounding counties.
- i. Monitor and evaluate economic conditions on the local, statewide, regional and national level as pertains to possible opportunities for use of congestion mitigation pricing (CMP) operations.
- j. Develop planning concept reports.
- k. Develop project concept reports.
- l. Provide assistance with developing conceptual plans for Park & Ride, and bus stops
- m. Assist with planning of mass transit facilities and operations, including bus, trolley, bus rapid transit and related systems.
- n. Develop Short Range Transit Plan.
- o. Develop specific area transit planning study reports.
- p. Develop comprehensive service review.
- q. Carry out ADA paratransit system analysis.
- r. Provide Countywide and regional transit planning support.
- s. Perform Title VI Plan and analysis.
- t. Analyze the performance of Palm Tran's fixed-route local services, including:
 - Existing fixed-route running times compared to scheduled;
 - Spatial and temporal ridership patterns within fixed routes;

- Review of land use, population, and travel data to identify portions of the county that are relatively over or under served.
- u. Examine the efficiency and effectiveness of the current system:
 - Review of the transit route structure design;
 - Analyze transfers efficiency in network (bus to bus) as well as (bus to other regional bus and rail services)
 - Review of the service levels including transit service frequencies as well as time of the day, evening and weekend coverage;
 - Document On-Time Performance and identify causes of problems in meeting standards and expectations.

4.4 SERVICE CATEGORY 2 - Fixed Route Operations and Maintenance

Palm Tran may require consultancy assistance in reviewing, assessing and making recommendation for improvements in the areas of operations and maintenance. This will apply for both fixed-route and demand-responsive services.

- a. A maintenance and operations performance review may need to be conducted in a multi-layer fashion. First, overall system performance may be reviewed by examining maintenance and operating performance measures and would be compared to a group of peer transit properties, using National Transit Database statistics.
- b. Tasks assigned to the CONSULTANT(s) may include, as an example, any of the following:
 - Determine the actual condition and age of the fleet.
 - Investigate whether buses are pulling out on time.
 - Investigate if operators are in uniform.
 - Investigate whether operators' absenteeism being monitored and managed.
 - Identify reasons for operators' absenteeism and make recommendation on how to reduce it.
 - Investigate and monitor utilization of FMLA by operators and make recommendations on how to minimize any abuse.
 - Investigate if appropriate maintenance records are being kept, and provide recommendations on how to improve it.
 - Investigate if vehicle defects are repaired in a timely fashion. If not, explain why and provide solutions to improve the record.
 - Investigate if there patterns of repeat road calls, and provide mitigation solutions.
 - Determine if parts availability unduly limiting maintenance activities? Identify causes and provide solutions.
 - Are safety requirements being followed. Detail findings and provide recommendations.
 - Assist in the development of Predictive Maintenance Plan to reduce road failures and budgetary expenditures.
 - Assist in establishing a mid-life refurbishment plan to maintain vehicles in a state of good repair.

- Investigate best Operational and Maintenance industry practices and recommend improvements.

4.5 SERVICE CATEGORY 3 - Paratransit Service Operations, Scheduling and Reservations

No Award – Will be resolicited at a later date.

4.6 SERVICE CATEGORY 4 – Administrative Services

The CONSULTANT(s) will be required to update, maintain and produce analyses, on an “as-needed basis”, related to future financial operating projections, bonding, grant submission or other special needs of the Director of Administrative Services and the Executive Director.

- a. The CONSULTANT(s) will be tasked with various procurement and materials support services such as, but not limited to:
 - Research and recommend an efficiency Contracts and Inventory management software.
 - Review contract files for Palm Beach County and Federal Transit Administration compliance.
 - Review and develop section policies and procedures.
 - Develop Key Performance Indicators (KPI's).
 - Develop Inventory Control Procedures.
- b. Examine the efficiency and effectiveness of the current systems/processes and provide recommendations for improvement.
- c. Develop and support implementation of revised processes.
- d. Develop departmental policies and procedures.
- e. Develop Key Performance Indicators and/or dashboards.
- f. Conduct alternative fuel study.
- g. Additional tasks required may include, but limited to:
 - Project Management
 - Peer Review
 - Technology Review
 - Provide analytical and reporting services
- h. Training
 - Ability to provide training programs for technical staff, functional users or both. Training may be on premise, vendor site or virtual as needed by the buying organization.

4.7 SERVICE CATEGORY 5 - IT

The CONSULTANT(s) is required to have the capability to provide full lifecycle services or ad hoc problem solving for commercial-off-the-shelf or other transit-specific systems to include initial implementation, upgrade management and all related services. The CONSULTANT(s) will be tasked with various IT support services such as, but not limited to:

- a. Change Management/Strategic Planning

- Services to include development of strategic plans on the institutional level, tactical business process analysis, proposals for process redesigns, communication, user acceptance, organizational transformation, structural re-organization.
- b. Technology Management
 - Includes services related to support of IT specific functions including technical architecture, strategic information system planning, project management, audit preparation and response, data base management, hardware configuration, software quality assurance, technical design and implementation. Ability to provide recommendations for operational improvement and performance management.
- c. Analytics
 - Provide professional services for the development and or implementation of Analytics products, data analysis, business intelligence, reporting, KPIs, dashboards, predictive analytics, data warehouses and other statistical tools
- d. Training
 - Ability to provide training programs for technical staff, functional users or both. Training may be on-premises, vendor site or virtual as needed by the buying organization.
- e. Professional Consulting Services
 - Professional Consulting Services for the above reference IT Categories
- f. Managed Services
 - Services will be provided either on site or remotely such as upgrade labs, hosting services, legislation/regulation update (legs/regs) services, maintenance for unsupported products, application managed services, or desktop services, etc.
- g. Major Technology Implementation Projects such as, but not limited to Human Resources, Financials, Purchasing, Planning, Operations & Maintenance, Paratransit, Facilities Management and other systems related to overall management of Palm Tran. Services under this section may include full range of consulting to include project management, technical and functional user support throughout the project lifecycle.
- h. Develop and maintain public information websites for Palm Tran special projects.
- i. Assessment of hardware.
- j. Assessment of staff, including competency test.
- k. Develop disaster recovery plan.
- l. Develop and Update website
 - Develop and maintain website Palm Tran. The website must utilize alt tags and comply with the Americans with Disabilities Act (ADA) and other applicable laws and regulations relating to persons with disabilities. The website will be translatable into Spanish and Creole in compliance with Title VI.

4.8 SERVICE CATEGORY 6 - Marketing

The CONSULTANT(s) will be tasked with various Marketing support services such as, but not limited to:

- a. Develop and support implementation of Palm Tran marketing plans for service lines.
- b. Assist in updating or developing a comprehensive public outreach plans for various projects.
- c. Develop public outreach materials to include, but not limited to: brochures, pamphlets, tri-folds, invitations, rack cards, interior cards, social media graphics and posts, presentations, boards for public meetings, video clips, posters, flyers, radio ad scripts, press releases, media advisories, articles, speeches and talking points, postcards, programs, e-newsletters and signage.
- d. Keep a log of public outreach and campaign activities.
- e. Develop and maintain databases including lists of stakeholders, decision-makers and citizens.
- f. Develop, maintain, and send updates to the public and other stakeholders via email on a periodical basis. Provide online method of signing up for project emails.
- g. Provide support, such as printed materials and presentations, as directed and directed by the Communications Team for staff meetings with stakeholders such as: homeowners' associations, governmental bodies, advisory groups and citizen groups.
- h. Develop and maintain website for major projects. CONSULTANT(S) will procure and fund domain and URL, which must be approved by the Communications Team. The website must utilize alt tags and comply with the Americans with Disabilities Act (ADA) and other applicable laws and regulations relating to persons with disabilities. The website will be translatable into Spanish and Creole in compliance with Title VI. The website will include, but is not limited to, the following:
 - Project Updates
 - Related Photos
 - Project Information and Purpose
 - Meeting and other relevant announcements
 - Maps and information on proposals
 - Information on the current Palm Tran System
 - Information and displays presented at meetings and Public Events
- i. Develop and maintain online surveys as directed by the Communications Team.
- j. Printed and digital materials must comply with Title VI and be available in languages determined by Communications Team.
- k. Address other communications and community issues that may arise.
- l. Prepare slides, videos and video simulations, and photographic simulations.
- m. Assist with event planning, including logistics and staff support.

- n. Design graphics to include, but not limited to: logos, campaign themes, website art and social media content.

4.9 SERVICE CATEGORY 7 - GIS Development/Design/Map and Database Production

The CONSULTANT(s) will be tasked with various GIS/Design/Map and database support services such as, but not limited to:

- a. Prepare and assist with preparation of complex Geographic Information System (GIS) analysis.
- b. Create maps and interactive databases.
- c. Provide assistance and GIS training to select staff in improving use of GIS elements.
- d. Assist with work efficiencies by recommending new Palm Tran uses for GIS and related technologies.
- e. Assist Palm Tran with creating a GIS databases for operating efficiencies.
- f. Assist Palm Tran with use of GIS databases in web or cloud computing environment.
- g. Prepare citizen and property owner mailing lists and labels from GIS, tax roll and other databases for public mailings.

4.10 SERVICE CATEGORY 8 - Equal Employment Opportunity (EEO)

No Award – Will be resolicited at a later date.

4.11 SERVICE CATEGORY 9 - Security & Safety

The CONSULTANT(s) will be tasked with various security and safety support services such as, but not limited to:

- a. Establish written system security plans (SSPs) and emergency operations/response plans.
- b. Define roles and responsibilities for security and emergency preparedness.
- c. Ensure that operations and maintenance supervisors, forepersons, and managers are held accountable for security issues under their control.
- d. Coordinate security and emergency operations/response plans with local and regional agencies.
- e. Develop security and emergency training program.
- f. Establish plans and procedures to respond to the National Terrorism Advisory System (NTAS) alert levels.
- g. Develop a public security and emergency awareness program.
- h. Establish and use a risk management process in conducting a security survey to determine security vulnerability and identifying the people, things, or processes that are necessary to the continuation of the business.
- i. Establish and use an information sharing process for threat and intelligence information.

- j. Develop and conduct tabletop and functional drills.
- k. Develop a comprehensive cyber-security strategy.
- l. Develop an electronic Key Management and Access Control System to security critical facilities with identification (ID) badges for all visitors, employees and contractors.
- m. Conduct physical security inspections.
- n. Establish and conduct security program audits.
- o. Review best practices for bus operator safety and provide recommendations.

4.12 SERVICE CATEGORY 10 - Human Resources

No Award – Will be resolicited at a later date.

EXHIBIT B
CONSULTANT'S PROPOSAL
DATED May 15, 2019
Contract No. F-19-019/SS

(Consisting of 81 pages)

**Palm Beach County Board of County Commissioners
and
Palm Tran, Inc.
Request for Proposal
RFP NO. F-19-019/SS
GENERAL PLANNING CONSULTANT (GPC) SERVICES
ON AN “AS NEEDED BASIS”**



**Submitted by
Upscale Events by Mosaic, LLC D.B.A. The Mosaic Group
5840 Corporate Way #250
West Palm Beach FL 33407
561.651.9565 Office / 866.711.0987 Fax
Ann Marie Sorrell, President & CEO**

Wednesday, May 15, 2019

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3.0 LETTER OF TRANSMITTAL

May 15, 2019

Sandy Shea, Senior Buyer
Palm Beach County
Board of County Commissioners | Purchasing Department
50 South Military Trail, Suite 110 | West Palm Beach, Florida 33415

Dear Members of the Committee,

The Mosaic Group is pleased to submit our proposal for **Marketing Services** for Palm Beach County Board of County Commissioners and Palm Tran in response to RFP NO. F-19-019/SS, General Planning Consultant (GPC) Services. Palm Tran is currently undergoing many exciting changes, additions, upgrades, and initiatives. This is a great opportunity for Palm Tran to communicate to residents and stakeholders what is currently taking place and what is to come in the near future. In addition, **Palm Tran will need to remain an industry leader on the cutting edge and top of mind with a strong corporate and community marketing program. The Mosaic Group understands your needs and brings a tremendous amount of experience, business acumen, and familiarity with assisting government agencies, policy makers, government officials, private industry, and other interest groups with marketing and public outreach and involvement.** Our team will work seamlessly with the Palm Tran's team to execute these services in the most innovative, creative, effective and efficient manner. We believe we are the best and most qualified firm to provide the services the Palm Tran seeks.

The Mosaic Group is **an award winning, full-service marketing, public relations, events management, and government relations headquartered in West Palm Beach.** We are a certified minority and women-owned business enterprise as well as a certified DBE firm. The Mosaic Group was incorporated in 2005 and has served over 300 clients locally, regionally, and globally. Our team is comprised of a highly-qualified and seasoned group of experts. Our multi-cultural team of English, Spanish, Creole and Portuguese speaking communications specialists has over 100 years of combined experience and backgrounds to serve the diverse makeup of Palm Beach County and the South Florida region. Our mission is to build credibility and increase visibility for our clients. We strive to provide the highest quality of customer care and innovative solutions. **Our expertise with diverse markets including African American, Caribbean and Hispanic communities allow our clients to reach target audiences with the right media and the right message. The Mosaic Group takes pride in creating effective communication solutions to inform and engage communities. We become an extension of the Agency's public information team by developing, supporting and implementing strategic communication plans.** Our team has significant experience with coordinating and achieving community consensus with residents and stakeholders. Moreover, we are experts in ensuring constituents are informed, engaged and connected to the Agency's information.

Team Leader/Project Manager, Ann Marie Sorrell has more than fifteen years' experience in client relationship management, project management, branding, marketing, public relations, government relations, and event production. She is the President & CEO of The Mosaic Group, where she has managed more than 300 campaigns and projects ranging from sizes of \$10,000 to \$3 billion. Projects and clients include the City of West Palm Beach (currently providing marketing and outreach for the Mayor's Village Initiative, Housing and Community Development, and Capital Improvement Projects – previous work with the Procurement Department and the WPB Community Redeployment Agency); Riviera Beach Community Redevelopment Agency; Brightline (Virgin Trains); Palm Beach County Convention Center Hotel (Hilton West Palm Beach), Palm Beach Outlets, Cohen Brothers Realty Corporation – Carefree Development Project and Tent Site Projects; AECOM/School District Palm Beach County; City of Miami SEOPW Community Redevelopment Agency, City of Fort Lauderdale Community Development Agency, West Palm Beach Housing Authority, and Housing Authority of the City of Fort Lauderdale, to name a few. Ann Marie is a Leadership Florida (Connect Florida Class VI) and Leadership Palm Beach County Alumni (Class of 2011), Chamber of

the Palm Beaches Board Member, and a member of several other community boards. She understands Palm Beach County's resources, treasures, and plans for future growth and development.

Angela Perry, Marketing & Public Relations Manager, has a combined 10 years of experience in Public Relations Management, Marketing and Community Engagement. Since joining The Mosaic Group team in 2018, Angela has developed comprehensive communications plans to include marketing, public relations and social media planning to increase community awareness of the firm's clients.

Nayyir Shareef, Content Manager, a creative genius with over 10 years of experience successfully marketing global and domestic corporate brands, nonprofits, small businesses, and government agencies utilizing innovative and cutting-edge initiatives. He is an internationally recognized leader in digital and social media marketing and specializes in the integration of digital marketing and technology into traditional marketing methods using content writing.

Ceci Dadisman, Digital Media Manager a multi-faceted marketing professional with over 15 years of experience in brand management, digital media, audience development, and social media marketing. She has a passion for a specialization in arts and cultural marketing. A frequent public speaker, Ceci's recent and upcoming engagements include the OPERA America Conference, National Arts Marketing Project Conference, Chorus America Conference, and ArtsMidwest Conference in addition to many other local and regional appearances.

Georges Étienne, Graphic & Website Designer is responsible for the visual style and images for the firm and our client communications including brand identity and logo creation, digital, social media, and print collateral, publications, advertisements, and more. With extensive industry experience with city government & municipalities, private business start-ups, non-profits, education, and special events, Georges is the key to our Arts Department.

Surale Phillips, Quantitative & Qualitative Research Specialist, is responsible for conducting market research, quantitative surveys and polls, focus groups research, digital data analytics, audience building research & strategy development. She boasts 22 years of experience in the market research industry.

The Mosaic team understands the sensitivity of providing Palm Tran's target audiences with timely information regarding changes, programs, and activities. We believe our team encompasses the knowledge, experience, creativity, and innovation necessary to meet your objectives and exceed your expectations efficiently and effectively. Thank you for the opportunity to win your business. We look forward to working with your team to provide seamless solutions. Feel free to contact me directly at (561) 531-4046 or annmarie@mosaicgroup.co. It is declared that the signer, Ann Marie Sorrell (Principal/President & CEO) has the authority to bind Upscale Events by Mosaic, LLC d.b.a. The Mosaic Group to this submitted proposal.

Sincerely,

Ann Marie Sorrell President & CEO The Mosaic Group

5840 Corporate Way, Suite 250 • West Palm Beach, Florida 33407

Phone: 561.651.9565 • Fax: 866.711.0987 • www.mosaicgroup.co • annmarie@mosaicgroup.co

The Mosaic Group is a Florida Limited Liability Company with offices in West Palm Beach, Fort Lauderdale, and Miami, Florida.

3.1

EXPERIENCE, QUALIFICATIONS, BACKGROUND, AND REFERENCES

THE MOSAIC DIFFERENCE

3.1.1



AREAS OF SPECIALTY

Media Relations • Digital Media & Marketing • Media Planning & Buying • Crisis Communication • Advertising • Branding • Corporate Communications • Government Relations • Public Involvement • Event Planning & Management • Community Engagement • Social Media Strategy • Quantitative & Qualitative Research • Digital Data Analysis • Multicultural Marketing & Strategies • Grassroots Strategies

RECENT AWARDS

- Chamber of the Palm Beaches Diverse Organization of the Year – 2018
- Black Owned Media Alliance (BOMA) Advertising Agency of the Year – 2018
- South Florida Business Journal Best Places to Work—2016
- PBC Business Matchmaker DBE of the Year—2016
- PBC Business Matchmaker Small Business Advocate of the Year —2015

CERTIFICATIONS

MBE- Florida State Minority Supplier Development Council

W/MBE- Palm Beach of County Office of Small Business Assistance, School District of Palm Beach County, State of Florida, Broward County School District, Broward College, Miami-Dade County School District

SBE- City of West Palm Beach Small Business Program, Palm Beach County Office of Small Business Assistance, South Florida Water Management District, School District of Palm Beach County

DBE- Florida Department of Transportation

ACDBE – Airports (Federal)

CBE – Broward County

OUR QUALIFICATIONS

The Mosaic Group's team is comprised of experienced, results-driven, creative, innovative, and well- connected individuals. Everything we do is driven by our tag line, Your Visibility Team. We know how to bring messages to a resident's doorstep or stakeholder's attention. Our expertise with multicultural markets gives our clients access to important minority consumers with the right media and the right message. What separates us from our competition is simple: we provide the total solution, a one- stop-shopping experience. We advise, direct, consult, plan, manage, organize, create, and coordinate... we make it all happen, the way you want it to happen, efficiently, effectively and successfully. Our business is to make your job easier. This personal attention ensures that everything runs smoothly and seamlessly, with our capabilities limited only by your imagination and budget.

Our proven communication strategies have yielded such results as garnering over 48 positive news stories from the Miami Herald, Real Deal, South Florida Business Journal, South Florida Times, Miami New Times, iHeart Media, NBC 6, News 7, and more in Overtown for the SEOPW CRA in 8 months (they had less than 10 in 5 years); attracting over 200,000 shoppers for the Grand Opening weekend and reaching a record breaking 1 Million shoppers/visitors within first three weeks of opening the Palm Beach Outlets through aggressive statewide marketing and promotional campaigns; increasing the attendance of African-American, Caribbean and Hispanics to the Palm Beach Opera by over 20% in four years (started with less than 3% diverse attendees); and increased attendance from Palm Beach, Broward, and Miami Dade counties for the Hispanic Chamber of Palm Beach County's Annual Latin American Food & Wine Festival, taking it from 200 attendees to over 1500, making it a must-attend premier event within the first year of our team managing and marketing the event; to name a few.

The Mosaic Group is all about connecting our clients with co-op advertising opportunities to increase awareness, decrease cost, and create win-win collaborations. Here is a sampling of our co-op advertising efforts:

- Palm Beach Opera & Hispanic, Women, and Black Chambers of Commerce, MLK Annual Breakfast, & the Ebony Chorale
- Palm Beach Outlet & Urban League of Palm Beach County, Legacy Magazine, Northwood University

Our success is driven by strategic partnerships with our businesses, residents, community agencies, civic and faith-based organizations, community stakeholders, elected officials, and over 300 direct media contacts in the region and statewide. These partnerships ensure the success of our client's campaigns and initiatives. For this and many other reasons, we are confident that The Mosaic Group is the best choice to assisting with coordinating the marketing efforts for Palm Tran!



3.1.2 OUR EXPERIENCE / REFERENCES

CLIENT A: CITY OF WEST PALM BEACH, MAYOR'S VILLAGE INITIATIVE

PROJECT: Mayor's Village Initiative Branding & Program Promotions

DESCRIPTION OF WORK: Responsible for branding the Mayor's Village Initiative, marketing all events and programs of the Mayor's Village initiative including content creation, message development, graphic design, social media management, public relations, community partnership development and grassroots community outreach.

DURATION: July 2018 – Present

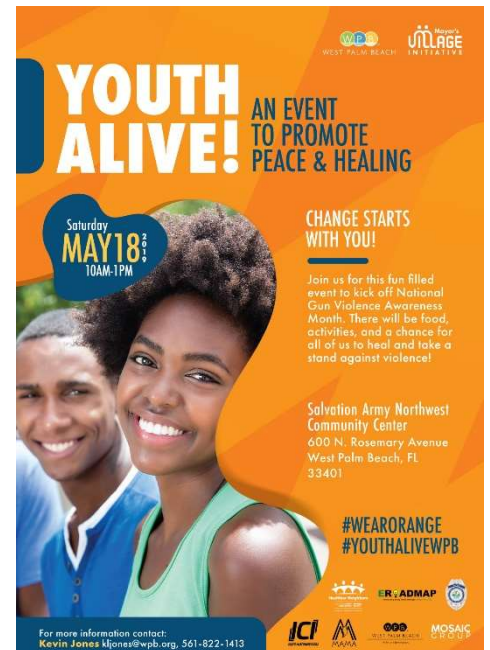
CONTRACT AMOUNT: \$45,000

NUMBER OF FULL TIME STAFF PROVIDED: 2

CONTACT PERSON: Kevin Jones, Coordinator of Community Initiatives | 561-822-1413 | kljones@wpb.org | City of West Palm Beach, 401 Clematis Street, West Palm Beach, FL 33401

GEOGRAPHIC FOCUS: West Palm Beach - Historic Northwest, Pleasant City, and Coleman Park Neighborhoods

RESULTS: created new brand for MVI; launched new action plan with a press conference (received coverage from all television stations and PB Post), raised awareness of MVI and its various events including Kids & Cops, Peace in the Streets Walks, Racial Equity Summit, Re-Entry Simulation Program and more.



CLIENT B: HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE

PROJECT: Re-Branding, Marketing & Public Relations, 80th Anniversary Celebration

DESCRIPTION OF WORK: Re-Branding of Agency, public relations – pitching agency news and human-interest stories to various media outlets, community outreach and engagement, applications for various Housing Industry awards, social media management, event planning and management, videography and photography, and website development

DURATION: October 2016 – Present (contract in effect until September 2020)

CONTRACT AMOUNT: \$75,000 annually

NUMBER OF FULL TIME STAFF PROVIDED: 3

CONTACT PERSON: Scott Strawbridge, Director of Development and Facilities | P: 954-275-4818 | sstrawbridge@hacfl.com | 500 W Sunrise Blvd, Fort Lauderdale, FL 33311

GEOGRAPHIC FOCUS: Fort Lauderdale, Broward County

TARGET AUDIENCE: Residents of the City and Broward County, businesses, community stakeholders, tourists, surrounding cities and counties, and media

RESULTS: Developed New Logo; 2016 ULI Vision Award Finalist and 2017 FAHRO Housing Authority of the Year Award; 2018 NAHRO Award; Launched bi-monthly tours of Northwest Gardens – has been very successful with bringing elected officials, housing professionals/advocates, developers, and community leaders from Broward and surrounding counties to see a successful model for affordable housing; garnered over 20 positive news stories from media outlets including the Sun-Sentinel, News 10, WLRN, South Florida Times, Miami New Times, City View Fort Lauderdale, and more. Raised the profile and awareness of the great initiatives of HACFL locally, regionally and nationally; launching new website and promo video in June 2019.

MAIN LOGO



ALTERNATE LOGO



The Housing Authority of the City of Fort Lauderdale invites the public for a **FREE TOUR** of the incredible transformation of Northwest Gardens, A Sustainable Neighborhood (NW Gardens), at 1204 NW 8th Ave., Fort Lauderdale. Various dates available.



Visit <https://nwg tour.eventbrite.com> to register.

For more information about the tours call (954) 556-4100 or go to www.hacfl.com.



Fort Lauderdale housing authority to offer neighborhood tours



CLIENT C: CITY OF FORT LAUDERDALE NORTHWEST-PROGRESSO-FLAGLER COMMUNITY REDEVELOPMENT AGENCY

PROJECT: NPF-CRA Branding & Marketing Initiatives

DESCRIPTION OF WORK: Branding, marketing, community outreach, public relations

DURATION: November 2014 - 2017

CONTRACT AMOUNT: \$246,500 Annually

NUMBER OF FULL TIME STAFF PROVIDED: 5

CONTACT PERSON: Thomasina Turner | 954.828.8953 | ThomasinaT@fortlauderdale.gov | 914 NW Sistrunk Boulevard, Suite 200, Fort Lauderdale, Florida 33311

GEOGRAPHIC FOCUS: Ft. Lauderdale

TARGET AUDIENCE: Residents of the City and Broward County, businesses, developers, community stakeholders, tourists, surrounding counties, and media

RESULTS: Developed new overarching brand for the NPF-CRA to incorporate all three neighborhoods, we also created a brand for Historic Sistrunk and Progresso Village so each neighborhood could maintain their unique identities. The brand creations were developed through community constituent interviews and focus groups. Websites, collateral material, and signage were developed once the brands were finalized. In addition, to activate the neighborhoods and roll out the new brands, we Launch first Small Business Week Fort Lauderdale with over 50 participating businesses, a launch of 8 new businesses, and over 500 new visitors.

NPF-CRA BRAND



NEIGHBORHOOD BRAND



THE WEEK IN PICTURES

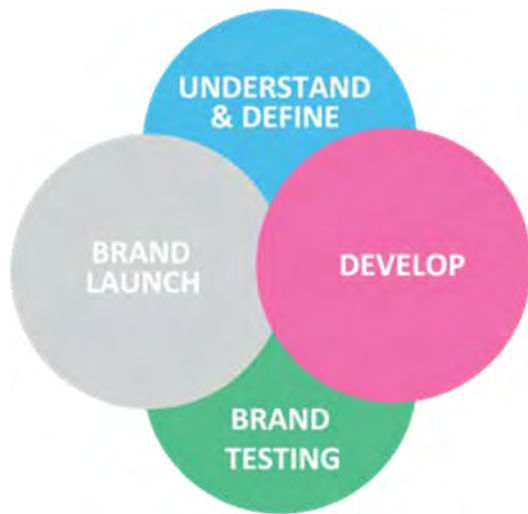


APPROACH & METHODOLOGY

3.2.1 OUR METHODOLOGY

Mosaic's project plan goes beyond designing and executing an ordinary public relation and marketing initiative – logo, collateral material, website, press release development and distribution, etc. Our approach leverages Palm Tran's rich history, accomplishments, and exclusive offerings. This is an opportunity to build upon a well-positioned platform and enhance the brand identity Palm Tran. Our approach pools together all the assets of Palm Tran to engage them in the marketing and outreach efforts. From residents and community leaders to corporate partners and tourists. Each has a place within our toolkit of strategies and tactics.

OUR APPROACH TO MARKETING PROGRAMS



We take a client focused, team centric approach to providing services. As such, the needs of our clients take center stage and we focus on getting things done. Team members with specialized skills are utilized to complete specific scopes of work - whether it is creative design, events management, public relations, community outreach or media buying – our team centric approach allows us to deliver on budget and surpass our client's expectation. In an effort to “get it done” for our Clients, the Mosaic team is committed to working smart and working hard. We will swiftly immerse the team into Palm Tran's brand and organization to assess opportunities, understand challenges and ultimately, develop a comprehensive and actionable “go to market” plan which Mosaic will successfully implement. Our four-point operational process ensures that we meet and exceed our client's expectations on time and on budget.

UNDERSTAND & DEFINE During this phase, your project manager will work with you to learn about your vision, your organization's positioning, and your needs. A situation analysis / market analysis is conducted in order to define both the consumer and community dynamics including: demographics, psychographics, trends, behaviors, potential partners and alliances. We also review the competitive landscape to identify potential roadblocks/barriers/opportunities (SWOT). We will then create an action plan that uses sound marketing principles, while working within the confines of your budget.

DEVELOP BRAND/CAMPAIGN Next, your Mosaic team will create a brand, campaign, and/or plan of action and with feedback from you, we will test and refine the brand/plan.

BRAND/CAMPAIGN TESTING & EVALUATION We know how critical stakeholder buy-in is for our public affairs clients. Therefore, our pre-testing efforts may include conducting focus groups and interviews to obtain feedback and buy in from the community at large.

BRAND/CAMPAIGN LAUNCH Once all aspects of project development have been covered, we will complete the final product and launch the brand. Mosaic not only oversees the implementation of the brand, either directly or via client partner vendors but also maintains budget and timeline controls, develops key metrics of success, conducts research and calibrates plan as warranted and delivers detailed recaps. We will keep an open line of communication with you after implementation to ensure positive results and overall customer satisfaction.

3.2.1 OUR METHODOLOGY CONTINUED...

MARKET RESEARCH

- Electronic feedback forms and surveys to evaluate interaction and experiences
- Direct mail response campaigns
- 10-Seat outbound (inbound services provided as needed) call center with Auto Dialer software (In-House)
- Focus Groups and surveys
- Interviews with key stakeholders
- Quantitative & Qualitative Research Analysis

CREATIVE STRATEGY

The Mosaic Group has a ***simple eight step process to developing a creative strategy***:

1. Learn about your vision, organization's positioning, and needs
2. Identify goals and objectives
3. Brainstorm
4. Research Target Market/Audience
5. Research Competition and Industry Best Practices
6. Develop marketing and communication strategies
7. Develop messaging, copy, and visual concepts
8. Present to client for input and review

OUR MEASUREMENT TOOLS

- Stakeholder ownership and usage of the brand/campaign
- Impressions from various media outlets & publicity value
- GRP (gross ratings points), CPP (cost per point), CTR (click-through rates), CPM (cost per 1,000) tracking
- Electronic feedback forms and e-surveys to evaluate interaction and experiences
- Website statistics
- E-mail marketing Analytics
- Social Media Analytics
- Event Attendance
- Direct mail response
- Inbound Calls Statistics
- Income generation tracking
- Quantitative & Qualitative Research Analysis

MANAGING COMMUNICATIONS, MARKETING, AND OUTREACH EFFORTS

To facilitate an open, inclusive process, our team offers opportunities for Palm Beach County residents to be informed and involved, including but not limited to:

- Sign up to receive public meeting notices, newsletters and topic-specific information by e-mail and mail.
- Submit comments via comment cards at participating agencies and Palm Tran/Palm Beach County platforms.
- Provide opportunities for the public to review upcoming changes.
- Connect through social media (Facebook, Twitter, YouTube, Snapchat, Instagram, etc.)
- Develop community surveys to explore residents' profile through psychographics and proxy questions in several key locations. Administer these surveys through our in-house call center.
- Segment results by key groupings such as targeted neighborhoods and zip codes.
- Create a timeline calendar to incorporate every key dates and times inside of the project to keep residents and stakeholders informed.
- Identify barriers or opportunities to increase liaison between the Palm Tran and Municipalities and other government and community partners
- Utilization of existing constituent databases
- Development of new constituent databases

- Prepare and distribute necessary letters, PowerPoint presentations, and informational materials.
- Coordinate and manage public information meetings
- Create public notices and advertisements
- Provide summaries/reports of public of meetings.
- Design, develop, and maintain a new website that meets ADA Accessibility standards
- Create content and design graphics for brochures, doorhangers, and printed materials, letters for elected and public officials, and more.
- Provide printing (small and large productions)
- Provide promotional items (Palm Tran branded items)

OUTREACH APPROACH FOR CAPITAL IMPROVEMENT PROJECTS

The Mosaic Group takes pride in creating effective communication solutions to minimize the impacts infrastructure projects can have on communities. We will become an extension of each Department's public information team by implementing strategic measures at various phases of the overall projects. Our team has significant experience with coordinating and achieving community consensus with residents and stakeholders on various project types.

Our team will implement an effective public involvement plan to ensure stakeholders/community residents/property owners/civic association group members are informed and updated at all phases of the project. Our aim is to create public awareness and a communications/outreach plan that will inform, educate and seek suggestions on ways to efficiently implement project needs. The public needs to be apprised of the impacts early on and frequently throughout the duration of project implementation and our program will ensure this happens.

Our community outreach and public involvement plan includes but is not limited to the following:

- Develop a database of all affected residents and stakeholders. This is the basis of our communication and awareness outreach plan. This list will be frequently reviewed and kept up to date throughout the project. This list will be used to disseminate project informational(s) such as mailers, fliers, pamphlets and notifications. This list will also be used for invitations to public forums, meetings and charrettes, as needed.
- Maintain open communications and provide timely information about the project during each implementation phase to residents, HOAs, business owners, city organizations, neighborhood associations and other stakeholders.
- Inform and liaise with the community of potential impacts and developments throughout the implementation of the project.
- Offer all stakeholders the opportunity to provide input on proposed projects including suggestions that are specific to their community during the design phase of the project.

Public Communication Outreach Tools and Strategies:

- Develop a **project website** and social media pages. The website will have up to date information about the project including road closure notifications, meeting notices, and more. The social media pages will also be updated with project information.
- Create and design **project-related informational materials**
- Develop related **media communications** (i.e. press releases, public notices, PSAs)
- Coordinate **emergency communications**
- Create newsletters, **fact sheets** (bilingual - Spanish and Creole)
- Plan, organize and attend **special events and meetings**
- Develop **audio and video presentations**
- Notify residents, businesses and community organizations through mass **mailings and distribution of a bilingual fact sheet and fliers/brochures** detailing project scope and meeting information prior to public workshops and throughout the duration of each project.
- Host **public meetings** to update adjacent property owners, businesses, elected officials and appointed officials.
- **Coordinate with the area homeowners' associations** to gather community input, distribute project-related information and notify community of significant project milestones.

- Keep **local churches and faith-based organizations** involved by including project updates and public meeting notices in bulletins and newsletters.
- Partner with existing organizations to **host breakfast, lunchtime or happy hour events** to share project updates.
- **Social Media** – utilize Facebook, Twitter and other available forms of social media to inform residents on the status and progress of projects.
- Utilize **Palm Tran/County's newsletter, Palm Beach County television and utility bill** as an outreach media for information dissemination.
- Create and maintain a **project hotline** for stakeholders to contact to obtain additional information or receive project-related issues and concerns has proven to be really valued and beneficial.

PUBLIC/MEDIA RELATIONS

A strategic marketing plan would not be complete without a public and media relations component. Our team is adept at building strategies that have an undeniable impact on expanding reach, driving website traffic, generating interest in the brand, increasing accountability for each Department, and enhancing customer loyalty.

The Mosaic group provides a full range of services to help improve brand visibility and engage audience by providing traditional professional public relations consulting services including news clippings for print media as well as digital and grassroots outreach and strategic communications.

Below are some services Mosaic Group offers to engage effective results with various local, regional, state and national news outlets and to encourage public/community involvement.

- Create public relation materials including media kits, annual reports, brochures, media releases, and newsletters that are in line with the agency's guidelines and the campaign's scope.
- Design, produce and deliver collateral materials.
- Create media content for publications, editorials, newspapers and websites.
- Cultivate/nurture relationships with appropriate media outlets.
- Organize and facilitate press conferences, publicity tours, editorial board meetings and interviews.
- Identify speaking engagements for City staff and Board members.
- Craft timely, succinct presentations and talking points tailored to the ongoing campaigns for Capital Improvement Plan projects and projects in the surrounding area.
- Define a comprehensive crisis communications plan, educate the entire Palm Tran staff regarding crisis communication protocol and identify key spokesmen or spokeswoman to represent the agency.
- Develop a public speaking course for all upper-level staff to prepare them for speaking engagements and media interviews for a variety of occasions (if needed).
- Arrange public meeting and forums and deliver presentations on behalf of the department.

ADVERTISING

The Mosaic Group has exclusive access to some of the best impressions on mobile, text, web and video. This will allow Palm Tran to locate the most effective audiences through multiple avenues and the best possible results.

- Work with Palm Tran Advertising Program as a source to include some of the current initiatives (Bus Wraps, Bus Stops and Bus Benches)
- Provide radio, television, outdoor, print, digital, point-of-purchase and direct mail advertising materials.
- Manage and negotiate all media campaigns
- Construct promotional copy and edits for all marketing material and campaigns
- Create cost-effective advertising materials
- Place public information displays on board as an informative tool for residents, civic association groups and community advocates.
- Evaluate and set campaign objectives and goals
- Conduct post evaluation to review campaign success
- Assist with managing and reconciling advertising budgets

- Provide quarterly media cost/rate targets for media buyers
- Pay-per-click campaign management using Google AdWords and other digital platforms

CRISIS COMMUNICATIONS PLANNING

There are two major elements to crisis communications – preparedness and implementation. An organization that takes the time to develop a crisis plan and educate their staff can survive a crisis that could destroy an unprepared group. The Mosaic Group will develop and/or update a crisis plan with the commitment to provide the time for risk assessment and response training. Each is critical to understanding and controlling the impact of a crisis that may occur on a Capital Improvement Plan projects and for the agency. We will evaluate each department's structure to determine the steps required to enable each department, to not only survive a crisis but to be stronger from proper handling of the event. Educated, sensitive and timely-delivered communications are the backbone over quality crisis response. It all starts with the organization's clear understanding of the basics to delivering a sound message – who, what, when and where. Having planned and trained to get each of the basics right will result a clear road to surviving a crisis.

The Mosaic Team will create training modules that identified the breakdown of the organization's fundamentals of their existence. What elements of each department's everyday operations present the most crisis risk? Understanding the how issues can quickly become a crisis when not dealt with daily and what is the stakeholder's need that will require attention in a time of crisis.

The finishing elements of preparing for a crisis involve establishing a clear chain of responsibility throughout the Agency to ensure that the communications are consistent and accurate. Then, training those charged with delivering the organization's message during a crisis on the tools and skills required to support the group's best outcome.

Mosaic's Sample Program:

- Research the fundamentals of the organization and prepare background report for use in group training program (est. 2 - 3 months).
- Prepare materials for training session (3 - 4 months)
- Hold two – 5 hours training programs for staff groups (10 hours)
- Provide a follow up report on the strengths and weakness observed from the above activities. (2-4 months).

Additional Activity: Will be available to support the Palm Tran's activities in the time of a crisis event.

MOSAIC ADDITIONAL VALUE-ADDED SERVICES/ASSETS

Design, economic development, grassroots community outreach, web and applications design, social media management, large and small scale print/collateral material production, content creation and management, scriptwriting & video production, editing management, photography management, media measurement and analysis, volunteer coordination, ad-hoc workgroup/task force management, data and list management, in-house 10-seat call center, in house community meeting/conference room (seats up to 20), and mass mailing management.

TENTATIVE TIMELINE (EACH PROJECT)

First 30-90 days - Mosaic will meet with Palm Tran's team to understand project(s) goals and objectives, positioning, and needs; create a project matrix of deliverables; and begin creating communication templates, documents, and tools.

90 Days and Beyond – Mosaic will begin Implementation of Project Plan (implementation can begin sooner depending on the nature of the project).

3.2.2 REQUIRED COUNTY RESOURCES

To provide and implement an effective communications program, Mosaic would like to directly and/or indirectly access Palm Beach County and Palm Tran's available communication assets including but not limited to:

- Public Access TV (Channel 20)
- Utility Bills (mailing announcements/advertisements)
- Palm Tran and/or Palm Beach County Website
- Palm Tran and/or Palm Beach County Social Media Channels
- Palm Tran and/or Palm Beach Email lists and/or email marketing program
- Palm Tran and/or Palm Beach County electronic and print newsletter
- Palm Tran Buses, Bus Stops, and Bus Benches

3.2.3 APPROACH TO SCHEDULING WORK AND PRIORITIZING REQUESTS

Mosaic takes pride in making every client feel like they are the only one. Our clients are our top priority and we work tirelessly to ensure complete satisfaction of our services. Our team understands that the elements of cost, time, scope and quality are essential to the successful delivery of all projects. It is important to make the most of all the resources available to us to satisfy these core elements, including coordination with Palm Tran staff throughout the life of each project. Close coordination and communication between Palm Tran's Public Information Officer/Project Manager and our team will also bolster project success. It is our teams' goal to not only create transparency but have an open-door policy as it pertains to timeline development, meeting scheduling, and other program status items as needed. Upon selection, our team will work with Public Information Officer/Project Manager during a kick-off meeting to identify key metrics that will assist in measuring the core elements of the project(s).

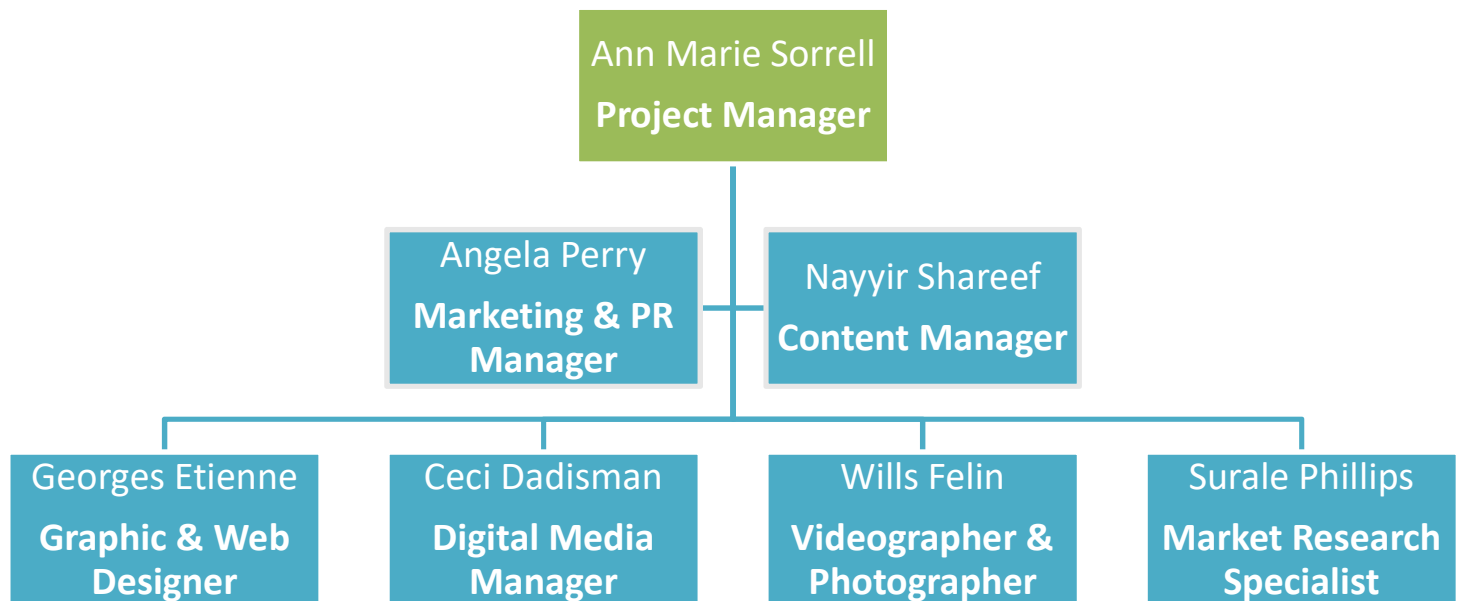
To achieve the proposed services outlined in our response, Mosaic proposes to schedule weekly conference calls (30mins-1hour) and at least one face-to-face meeting per month with key Palm Tran team members. Meetings will be held on agreed upon standing days and times to effectively manage each party's time and marketing efforts. In addition, Mosaic utilizes project management programs including Teamwork, Google Drive, Google Calendar, and Social Media Planners to keep the project team on task, on budget and the client up to date with live data and access to documents. This process allows us to generate reports with ease on monthly and/or quarterly bases.

The Project Manager, Ann Marie Sorrell's role includes, but is not limited to serving as the Primary contact person; Client relationship management; Ensure that the project is on time, on task and on budget; Direct Marketing Plan development and Implementation; overall project timeline management; Monitor all expenditures; and QAQC (Quality Assurance, Quality Control).

3.3

KEY PERSONNEL AND OPERATIONS

3.3.1 ORGANIZATIONAL CHART



3.3.2 KEY PERSONNEL / RESUMES



Ann Marie Sorrell, MBA

PROJECT MANAGER

Professional Credentials

Master of Business Administration • Nova Southeastern
Bachelor of Science Degree, Healthcare Administration • Florida A&M University

Basis for Team Selection

Statewide relationships with City, County, State and Federal elected Officials, Community and Civic Organizations, and Leaders of diverse markets including the African American, Caribbean, and Hispanic Communities.

Focused on innovation, creativity, and complete customer satisfaction. Team player and initiator.

Experienced Leader Marketing/Public

Relations • 15 years Events
Management • 20 years

Public Involvement • 14 years
Government Relations • 13 years

EXPERIENCE

Ann Marie Sorrell is an award-winning business leader and the President & CEO of The Mosaic Group, an award-winning public relations, marketing, and government relations firm serving clients throughout South Florida. Ann Marie oversees the day-to-day operations, serves as Project Manager for most of the firm's projects, and has managed more than 300 campaigns and projects ranging from \$10,000 to \$3 billion. Clients include AECOM, Cohen Brothers Realty Corporation, City of West Palm Beach, West Palm Beach Housing Authority, Children's Services Council of Palm Beach County, Riviera Beach Community Redevelopment Agency, Broward College, Southeast Overtown/Park West Community Redevelopment Agency, City of Fort Lauderdale Community Redevelopment Agency, and the Housing Authority of the City of Fort Lauderdale to name a few. Ann Marie holds a Master of Business Administration degree from Nova Southeastern University and a Bachelor of Science degree in Health Care Management from Florida A&M University. She currently serves as a board member for the Chamber of the Palm Beaches, Planned Parenthood of South, East and North Florida and is the Board President of Girls 2 Women. Ann Marie is a member of Leadership Palm Beach County, Leadership Florida, Economic Forum, the Forum Club of the Palm Beaches, U.S. Global Leadership Coalition's Florida Advisory Committee, and Delta Sigma Theta Sorority, Inc.

PROFESSIONAL EXPERIENCE

Ann Marie is currently responsible for managing marketing, public relations, community outreach and engagement for the following projects:

City of West Palm Beach Capital Improvement Projects – April 2019-Present

City of West Palm Beach – Housing and Community Development Homelessness & Housing Communications – February 2019- Present

City of West Palm Beach – Mayor's Village Initiative – June 2018- Present

Broward College – Broward UP (Unlimited Possibilities Movement) – October 2018-Present

Housing Authority of the City of Fort Lauderdale – September 2016-Present

Cohen Brothers Realty Corporation – Carefree Development & Tent Site Development – April 2017 – Present

Ann Marie has managed marketing efforts for over 300 clients and projects over the past 14 years at The Mosaic Group including high visibility projects like the Palm Beach Outlets, West Palm Beach Hilton Hotel (Convention Center Hotel), and ABC's Extreme Makeover: Home Edition in Riviera Beach to name a few.

Ann Marie has vast experience with client relationship management and works to ensure that the projects are on time, on task and on budget. She directs marketing plan development and implementation, manages overall project timelines, monitors all expenditures, and manages QAQC (Quality Assurance, Quality Control).



Nayyir Shareef

CONTENT MANAGER

Professional Credentials

Bachelor of Science, Marketing • Virginia State University

Basis for Team Selection

Project Management, Personnel Management, Team Building and Training, Talent Recruitment
Customer Satisfaction, Organization and Follow-Through, Relationship Management

Experienced Leader

• New media expertise · Highly experienced in leading and implementing media outreach campaigns using all of today's most effective digital and traditional media · Skills include developing and managing advertising, social media, public speaking and branding campaigns.

EXPERIENCE

Throughout Palm Beach County by way of West Palm Beach in Florida, Nayyir A. Shareef spent many of his formative years in youth.

Ambitiously exploring creative pursuits, pre-university & thereafter, Nayyir traveled to often and resided around several boroughs of New York City to include Long Island, since the dawn of 1999. Upon receiving a Bachelors of Science degree in Business-Marketing from Virginia State University in 2005 and further professional development, Nayyir began working and formally consulting creatively in branding & marketing together with maintaining management roles across both the retail and food industries for experience plus skill set expansion.

Progressive minded, armed with tactic, Nayyir realized early on the value of network and relationship building which invaluable contributed to a depth of perspective and global understanding. Maintaining a multi-cultural network of peers alongside a focus on organic, community collaboration led to impactful volunteer work opportunities with (indie-collective organization) Food Not Bombs, a Brooklyn based food share program plus countless other start up leadership roles which have each shaped a precise expertise in overall diverse consumer affairs.

Serving professionally within the Creative Marketing industry more than ten years, both in private practice consultancy and currently as an Account Executive for Florida based Marketing firm, The Mosaic Group, Nayyir continues to broaden his consumer-science horizons. Most notably through corporate executive roles, restaurant partnership and independent cultural projects domestic & internationally.

In the Fall of 2016, Nayyir traveled to Beijing, China co-founding "edutainment" brand BLK GEN, a city known Creative Events Planning & Consultancy Group utilizing the arts to spread enriching awareness around the history of the African-Diaspora. BLK GEN set off with one mission, to enrich to empower. This to be accomplished thru events, initiatives, projects & other rich-works aligned utilizing the guiding principles of Creativity, Empowerment, Enrichment, Innovation and Sustainability. Along the way BLK GEN has caught the attention of notable China media houses City Weekend Beijing, The Beijinger and SupChina among several other offshoots.

Collaborations in events have also occurred with Peking University via the prestigious Yenching Academy as well as with other culturally founded organizations to include a partnership series event with the Acting Ambassador of the Republic of Trinidad & Tobago, Ms. Ayesha Sarah Wharton.



Angela Perry

Marketing & Public Relations Manager

Professional Credentials

Bachelor of Science, Public Relations • Florida A&M University

Basis for Team Selection

Marketing Communication, strategy development. Design and implement processes for stakeholder awareness, engagement and buy-in to ensure the long-term sustainability of the marketing plan and branding strategy.

Experienced Leader

Communications and Community Relations • Project Management • Branding • Strategy • Multicultural Marketing

EXPERIENCE

Ms. Perry has a combined 10 years of experience in Public Relations, and Community Engagement. Before joining The Mosaic Group team in 2018, Ms. Perry served as a Program Administrator in the Family Services Department of the YMCA of Greater Charlotte in Charlotte, NC, assisting in the piloting, and management of licensed youth programs throughout the Charlotte-Mecklenburg area.

EXPERIENCE

YMCA of Greater Charlotte—Piloted state licensed youth programs that consistently met YMCA quality standards and state licensed program standards. Enhanced program promotions and enrollment by applying digital marketing strategies and grass roots efforts. Maintained program records, staff training records, and participant registration files. Researched potential grant opportunities and maintained qualifications for pre-existing grants. Managed tracking of event information, supply lists, and department advertisements. Spear headed the annual outreach fundraising campaign for the family services department.

Event Management- Assistant Coordinator, The Silk Veil Weddings & Events. Assisted lead coordinator in managing client budget and funding allocations. Worked with internal team members on daily operations and activities such as event design, venue visitation and verification, and the setup and breakdown of daily events. Maintained open communication with clients and vendors via telephone, written and electronic correspondence. Ensured timelines and deadlines related to events were met.

Marketing & Communications Department (Central Piedmont Community College) Created weekly online advertisements for campus events and weekly CPCC newsletters. Created mixed media projects with photography and videos collected from various campus events. Maintained social media accounts via Hootsuite Social Media Platform

Accomplishments- Successfully achieved a five-star state license rating within the State of North Carolina for school age youth programs. Rose Award of Excellence-The YMCA of the USA ▪ Awarded May 2018 Awarded for excellent member service, team player mentality, and a commitment to the mission of the YMCA. Completed the YMCA of the USA Team Leadership Certification. Received Basic School Age Care (BSAC) certification. Piloted Summer Reading Program at UNC-Charlotte- Summer 2017



Surale Phillips

QUANTITATIVE & QUALITATIVE RESEARCH SPECIALIST

Basis for Team Selection

Marketing and Communications Strategies • Multicultural Marketing

Experienced Leader

Research and consulting services to the nonprofit sector with a focus on arts and culture • 20+ years

EXPERIENCE

For 20 years, Surale Phillips has provided research and consulting services to the nonprofit sector with a focus on arts and culture. Her research supports projects in building nonprofit organizational capacity, audience development and marketing strategy, community cultural planning, and program evaluation.

Her research has been the foundation for projects supported by the National Endowment for the Arts, Wallace Foundation, James Irvine Foundation, Paul G. Allen Family Foundation, and several community foundations. Clients have included arts service organizations, united arts funds, regional and local arts councils, performing arts presenters, festivals, museums, theater, opera and dance companies, and symphony orchestras.

Surale's presenting engagements have included Americans for the Arts National Convention, National Arts Marketing Project Conference, Pennsylvania Governor's Arts Awards, Southeastern Council of Foundations, Midwest Council on Philanthropy, Kentucky Arts Presenters, San Diego Commission for Arts and Culture, and the American Folklore Society.

She served on the Montana State Arts Council Cultural and Aesthetic Grants committee for three terms until she located to South Florida in 2013. From 2005-2007 she served as Executive Director for Classics for Kids Foundation in Bozeman, MT. Prior to founding Decision Support Partners, Inc. in 2002, Surale was Vice President for Research and Administration with ArtsMarket for 10 years.



Ceci Dadisman

DIGITAL MEDIA MANAGER

Professional Credentials

Bachelor of Science • West Virginia University

Basis for Team Selection

Extensive experience in marketing and managing interactive and traditional advertising campaigns for world-class consumer brands, people, places and things.

Experienced Leader

Prepare monthly PR and clipping reports • Support relationships with consumer and trade journalists • Social Media Marketing and Advertising • Facebook Advertising • Website Development • Graphic Design • Email Marketing • Copywriting • Digital Marketing Planning • Marketing Audits

EXPERIENCE

Ceci is a multi-faceted marketing professional with over 15 years of experience successfully marketing the arts, nonprofits, and small businesses utilizing innovative and cutting-edge initiatives. She is nationally recognized as a leader in digital and social media marketing and specializes in the integration of digital marketing and technology into traditional marketing methods.

A frequent public speaker, Ceci's recent and upcoming engagements include the OPERA America Conference, National Arts Marketing Project Conference, Chorus America Conference, and ArtsMidwest Conference in addition to many other local and regional appearances. Known for her easy going and vernacular style, she creates open learning environments with an emphasis on information sharing and useful takeaways.

Ceci is passionate about empowering people through marketing and is a contributor to Arts Hacker where she regularly shares timely information and step-by-step tutorials.

A chronic early-adopter, Ceci has a passion for discovering ways that technology can be used to create meaningful arts experiences. She pioneered The Curated Arts Experience which focuses on collecting real-world case studies about how organizations around the world are using technology to engage the participant or enrich the experience at an arts event.

She is on the National Arts Marketing Project Advisory Committee, is the Immediate Past President of Femprofessionals West Palm Beach, the Immediate Past President of the South Florida Chapter of the American Marketing Association and served for many years as the OPERA America Marketing Network Chair. She was recently appointed to the West Virginia University College of Creative Arts Visiting Committee.



Georges Étienne

CREATIVE DIRECTOR/GRAPHICS DESIGNER

Professional Credentials

Management Information Systems, MS • Florida International University

Basis for Team Selection

Extensive experience and knowledge in graphic design and web marketplace capabilities.

Experienced Leader

Graphic Design • 15 years

Web Development & Content Management • 8 years

SEO & Marketing • 6 years

Social & E-Commerce Solutions • 6 years

Web & Mobile Application Development • 5 years

Hosting & Web Service Capabilities • 12 years

EXPERIENCE

Basis of team selection: Georges is responsible for the visual style and images for the firm's internal and external magazines, newspapers, product packaging, and movie and television productions. He creates the overall design and develop the artwork or layouts. He specializes in brand identity and logo creation, marketing and print template creation including: ads, posters, brochures, booklets, digital and social media collateral, Front-end WordPress web design and administration. With extensive industry experience with city government & municipalities, private business start-ups, non-profits, education, and special events, George is the key to the Arts Department.

He boasts a Master of Science in Management Information Systems from Florida International University in Miami, FL. Georges is an expert in Adobe Illustrator, Adobe Photoshop, Adobe InDesign, WordPress, HTML & CSS UI/UX.

He ensures that our clients' desired message and image is conveyed to their consumers. He's responsible for the overall visual aspects of an advertising or media campaign and coordinate the work of other artistic or design staff, such as graphic designers and photo/videographers. Georges determines how to best represent a concept visually, determines which photographs, art, or other design elements to use and develops the overall look or style of a publication, an advertising campaign, a theater, television, or film set. He also supervises the design staff, review and approve designs, artwork, photography, and graphics developed by other staff members. He assists each client in developing an artistic approach and style and coordinate activities with the creative department while maintaining the budget timeline.



Wills J. Felin

VIDEOGRAPHER AND PHOTOGRAPHER

Professional Credentials

Communications, BS • University of Miami

Basis for Team Selection

To contribute expertise, energy, innovation and creativity to the field of the Entertainment business, education and business enterprises.

Experienced Leader

Video, Copy Editor & Producer • 20 years

EXPERIENCE

Wills has over 20 years of experience in Video Production and photography. He quickly got his start as a production assistant on various films, commercials and music videos being filmed in Miami. While studying film and TV production at Miami Dade College, he landed an entry-level position as the overnight tape dubber at The Box Music Network, a fledgling music video cable channel credited for being the first interactive cable TV network.

His experience at the network left an indelible impression, which influenced the director for years to come. Felin's strong work ethic, dedication and drive propelled him to the position of Production Manager within a few years. As Production Manager, he was responsible for a team of 12 television production professionals, consisting of writers, editors, producers, and graphic artists, while also serving as Senior Producer for Boxtalks, short form programming (4-minute segments featuring popular artists) where he produced, interviewed and edited segments featuring such diverse artist to include: Beyonce, Jay-Z, Gwen Stefani, Britney Spears, Tupac, Notorious B.I.G., P-Diddy, Justin Timberlake and many more. Wills has produced numerous videos for Mosaic client's across South Florida for over 5 years. Wills received his Bachelor of Science degree in Communications from University of Miami.

3.3.3 TEAM ROLES

Project Manager: Will be the primary point of contact with each Palm Tran's Public Information Director/Project Manager (or his/her designee) on overall activities of the contract; she will ensure contract compliance; manage budget; execute special projects and performs Quality Assurance/Quality Control on all collateral materials. She is also responsible for entire staff assigned to this Contract/Agreement to include staff supervision and work production; she will work with each Palm Tran's Public Information Director/Project Manager on streamlining processes and developing cost effective methods of doing business; coordinates website development and maintenance and executes other duties relevant to the position.

Marketing & Public Relations Manager: Will serves as the coordinator of marketing and public relations activities to include working with the content manager, graphic and web designer, digital media manager, photographer/videographer and market research specialist to ensure all tasks are delegated and completed in a timely manner; implements Community Awareness Plans; prepares and disseminates collateral materials using plain language; develops strategic alliances and corporate partnerships; works directly with and reports to the Project Manager; serves a secondary point of contact with the project team and Palm Tran's Public Information Office to respond to media inquiries in writing or by interview; writes press releases and news stories; coordinates website maintenance and updates; coordinates and facilitates project presentations, public meetings and special events; develops audio/visual presentations; implement grassroots outreach strategies; identifies ongoing opportunities to educate local groups and stakeholders about the project; attends grassroots organization and community group meetings; builds coalitions with affected stakeholders; and identifies and communicates with key decision makers and community spokespersons; coordinates resolution of issues; attends project progress meetings; facilitates transition from design to construction; coordinates special events; provides weekly updates to Project Manager and performs other duties relevant to the position.

Digital Media Manager: Will create and implement digital media strategy to include SEO, PPC, Google AdWords, Social Media Campaigns and more. Will monitor performance, analyze digital data analytics and provide ongoing reports about the effectiveness.

Content Manager: Will create content marketing and outreach campaigns to drive leads and subscribers using SEO best practices to generate traffic to the Palm Tran's site; regularly produce various content types, including collateral material, email, social media posts, blogs and white papers; actively manage and promote blogs and pitch articles to relevant third-party platforms; edit content produced by other members of the team; analyze content marketing metrics and makes changes as needed and collaborate with other departments to create innovative content ideas; and performs other duties relevant to the position.

Graphic & Web Designer: Will design collateral materials; create templates and newsletter layouts and project information fliers; develop project logo and branding materials when needed; develop audio/visual presentations, charts, graphs, maps as needed; design, develop, and maintain website and web pages; and performs other duties relevant to the position.

Videographer / Photographer: Films, creates, edits and assembles visual/audio/photographic program material; ensures consistency and relevancy to project; monitors technical quality of the end products.

Quantitative and Qualitative Research Specialist: Will manage both quantitative and qualitative data collection and analysis including conducting interviews and facilitating discussion; creating and administering survey tools; entering, managing and QA data. She will coordinate data requests with Palm Tran staff; review datasets to ensure understanding of data structure and meaning and clarify assumptions, outcomes and findings.

3.3.4 IDENTIFICATION OF PROJECTS INVOLVING TEAM MEMBERS

RELEVANT PROJECTS IN LAST 5 YEARS

Team Member	Ann Marie	Angela	Nayyir	Ceci	Georges	Surale	Wills
Projects							
City of WPB	X	X	X		X		
RBCRA	X	X	X	X	X		
Broward College	X	X	X		X	X	X
Cohen	X	X	X		X		
HACFL	X	X	X	X			X
IEL	X			X	X		
FTL CRA	X		X	X		X	
SEOPW CRA	X		X	X		X	X

3.4 FINANCIAL STABILITY

9:56 AM

05/13/19

Accrual Basis

Upscale Events by Mosaic, LLC

Balance Sheet

As of March 31, 2019

	Mar 31, 19
ASSETS	
Current Assets	
Checking/Savings	
679 - WF	16,446.45
Total Checking/Savings	16,446.45
Accounts Receivable	
Accounts Receivable	46,221.00
Total Accounts Receivable	46,221.00
Total Current Assets	62,667.45
TOTAL ASSETS	62,667.45
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	12,441.00
Total Accounts Payable	12,441.00
Total Current Liabilities	12,441.00
Total Liabilities	12,441.00
Equity	
Retained Earnings	33,780.00
Net Income	16,446.45
Total Equity	50,226.45
TOTAL LIABILITIES & EQUITY	62,667.45

Upscale Events by Mosaic, LLC
Profit & Loss
January through March 2019

	Jan - Mar 19
Ordinary Income/Expense	
Income	
Sales	94,972.24
Total Income	94,972.24
Gross Profit	94,972.24
Expense	
Accounting	1,050.00
Automobile Expense	256.00
Bank Service Charges	30.00
Campaign Outreach	108.00
Cleaning services	440.00
Computer and Internet Expenses	1,356.00
Consulting	150.00
Continuing Education	1,900.00
Event Expense	12,579.55
Independent Contractor	5,528.85
Insurance Expense	1,223.23
Marketing Expense	1,332.00
office Expense	1,901.33
Payroll Expenses	29,403.09
Payroll Taxes	2,210.00
Printing	1,560.20
Rent Expense	12,949.38
Sponsorship	50.00
Telephone Expense	1,639.99
Travel Expense	2,250.00
Utilities	608.17
Total Expense	78,525.79
Net Ordinary Income	16,446.45
Other Income/Expense	
Other Expense	
Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	16,446.45

Upscale Events by Mosaic d.b.a The Mosaic Group

PROFIT AND LOSS

January - December 2018

	TOTAL
Income	
Billable Expense Income	158,398.74
Client Reimbursement	12,242.58
Consulting Income	
Community Outreach	39,787.64
Event Planning	2,830.00
Government Relations	15,000.00
Marketing	165,580.50
Political Consulting	81,657.76
Printing	9,034.18
Public Relations	95,187.08
Total Consulting Income	409,077.16
Dividends & Interest	0.24
Event Income	
Black Business Forum	1,275.00
Palm Beach Power Partners	657.49
Total Event Income	1,932.49
Mosaic CoWork Income	280.00
Services	16,262.32
Square Income	100.00
Unapplied Cash Payment Income	3,100.00
Total Income	\$601,393.53
GROSS PROFIT	\$601,393.53
Expenses	
Accountant Fees	2,550.00
Administrative Salaries	69,934.48
Advertising and Promotion	5,162.16
Automobile Expense	8,220.99
Bank Service Charges	7,087.68
ATM Fee	79.00
Total Bank Service Charges	7,166.68
Bookkeeping Fees	3,800.00
Business Development	1,588.67
Business Licenses and Permits	1,105.85
Charitable Contributions	2,241.84
Credit Card Payment	7,250.00
Depreciation Expense	241.00
Dues and Subscriptions	4,550.00
Event Expense	18,091.16
Black Business Forum	4,514.29
Palm Beach Power Partners	909.94
Total Event Expense	23,515.39
Federal Tax Withheld	0.00

	TOTAL
Insurance	1,371.23
Automobile Insurance	3,862.93
General Liability Insurance	4,420.89
Life Insurance	5,050.00
Medical-Healthcare	1,435.89
Professional Liability Insurance	1,809.35
Workers Compensation Insurance	1,229.73
Total Insurance	19,180.02
Late Fees & Interest Charges	1,524.13
Legal Fees	1,809.78
Management Consulting	1,402.10
Meals and Entertainment	4,267.13
Personal Meals & Entertainment	2,165.67
Total Meals and Entertainment	6,432.80
Merchant Account Fees	2,593.76
Square Fees	12.07
Total Merchant Account Fees	2,605.83
Miscellaneous Expenses	6,076.59
Office Supplies	6,676.97
Officers Compensation	46,380.55
Officer Buyout	13,619.45
Total Officers Compensation	60,000.00
Operating Expenses	2,764.13
Consulting Expense	658.51
Advertising/Promotional	47,677.48
Community Outreach	33,500.00
Digital Marketing	13,000.06
Event Planning	7,049.61
Graphic Design	15,968.50
Marketing	38,405.48
Political Consulting	19,211.01
Printing	5,786.60
Public Relations	1,300.00
Software Programming	500.00
Total Consulting Expense	183,057.25
Office/General Administrative Expense	5,132.85
Mosaic CoWork Expense	2,841.80
Total Office/General Administrative Expense	7,974.65
Rent Expense	44,323.69
Utilities	4,646.07
Total Operating Expenses	242,765.79
Payroll	30,032.28
Payroll Taxes	13,778.02
Postage and Delivery	924.39
Printing and Reproduction	330.25
QuickBooks Payments Fees	834.24
Tax Payment	0.00
Telecommunications & Internet	12,814.15

	TOTAL
Software	2,574.80
Total Telecommunications & Internet	15,388.95
Telephone Expense	8,226.23
Travel Expense	7,502.92
Unapplied Cash Bill Payment Expense	2,000.00
Total Expenses	\$564,818.35
NET OPERATING INCOME	\$36,575.18
Other Expenses	
Continuing Education	1,692.00
Uniforms	404.86
Total Other Expenses	\$2,096.86
NET OTHER INCOME	\$-2,096.86
NET INCOME	\$34,478.32

Upscale Events by Mosaic d.b.a The Mosaic Group

BALANCE SHEET

As of December 31, 2018

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Black Girl Magic FL	540.00
Seacoast Bank	-47,974.40
WF - Mosaic Group Checking	52,262.40
WF - Mosaic Group Savings	34,563.90
Total Bank Accounts	\$39,391.90
Accounts Receivable	
Accounts Receivable	12,466.00
Total Accounts Receivable	\$12,466.00
Other Current Assets	
Doreen Holness	150.00
Uncategorized Asset	870.00
Undeposited Funds	4.00
Total Other Current Assets	\$1,024.00
Total Current Assets	\$52,881.90
Fixed Assets	
Accumulated Depreciation	-722.00
Furniture & Fixtures	680.00
Furniture and Equipment	7,536.28
Total Fixed Assets	\$7,494.28
TOTAL ASSETS	\$60,376.18
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,554.28
Total Accounts Payable	\$1,554.28
Credit Cards	
Capital One Credit Card	11,041.90
Total Credit Cards	\$11,041.90
Other Current Liabilities	
Short Term Loan	47,750.00
Short Term Loan Repayment	-47,750.00
Total Short Term Loan	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$12,596.18
Long-Term Liabilities	
Long Term Notes Payable	14,000.00
Officers Loan	0.00
Total Long-Term Liabilities	\$14,000.00

	TOTAL
Total Liabilities	\$26,596.18
Equity	
Opening Bal Equity	0.00
Owners Equity	876.62
Shareholder Distributions	-1,574.94
Net Income	34,478.32
Total Equity	\$33,780.00
TOTAL LIABILITIES AND EQUITY	\$60,376.18

Upscale Events by Mosaic d.b.a The Mosaic Group

PROFIT AND LOSS January - December 2017

	TOTAL
Income	
Client Reimbursement	7,813.96
Consulting Income	2,136.73
Community Outreach	17,479.00
Event Planning	47,516.24
Government Relations	21,000.00
Marketing	316,257.55
Printing	5,406.05
Public Involvement	1,800.00
Public Relations	32,700.00
Social Media Strategy	500.00
Total Consulting Income	444,795.57
Dividends & Interest	1.52
Event Income	1,500.00
Black Business Forum	3,589.48
Palm Beach Power Partners	165.00
Total Event Income	5,254.48
Sales of Product Income	21,980.92
Services	31,821.32
Square Income	839.00
Unapplied Cash Payment Income	0.00
Uncategorized Income	1,193.05
Total Income	\$513,699.82
GROSS PROFIT	\$513,699.82
Expenses	
Accountant Fees	850.00
Administrative Salaries	127,801.18
Employee Benefits	100.00
Total Administrative Salaries	127,901.18
Advertising and Promotion	3,309.25
Automobile Expense	7,506.19
Bank Service Charges	2,534.82
ATM Fee	5.00
Total Bank Service Charges	2,539.82
Bookkeeping Fees	3,968.88
Business Development	6,671.97
Business Licenses and Permits	3,965.20
Charitable Contributions	702.03
Credit Card Payment	1,000.00
Depreciation Expense	481.00
Dues and Subscriptions	1,110.50
Event Expense	770.03
Black Business Forum	3,543.62

	TOTAL
Mosaic Holiday Party	-50.00
Total Event Expense	4,263.65
Federal Tax Withheld	53,349.89
Holiday Bonuses	9.33
Insurance	
Automobile Insurance	1,930.02
General Liability Insurance	1,506.07
Life Insurance	1,950.00
Long Term Disability	-0.03
Medical-Healthcare	1,302.17
Professional Liability Insurance	1,085.61
Workers Compensation Insurance	1,042.00
Total Insurance	8,815.84
Late Fees & Interest Charges	2,057.86
Legal Fees	3,150.00
Management Consulting	5,215.05
Meals and Entertainment	3,370.29
Personal Meals & Entertainment	4,881.56
Total Meals and Entertainment	8,251.85
Merchant Account Fees	
Square Fees	29.38
Total Merchant Account Fees	29.38
Miscellaneous Expenses	4,272.87
Office Supplies	2,259.38
Officers Compensation	62,880.47
Operating Expenses	
Consulting Expense	2,063.50
Advertising/Promotional	5,781.83
Certification Services	1,100.00
Community Outreach	1,449.60
Digital Marketing	25,982.57
Event Planning	29,424.22
Graphic Design	22,433.68
Marketing	20,150.42
Political Consulting	20.96
Printing	7,580.48
Public Relations	2,700.00
Total Consulting Expense	116,687.26
Office/General Administrative Expense	6,227.24
Reimbursable Client Expense	-181.86
Rent Expense	30,213.43
Utilities	37.92
Total Operating Expenses	154,983.99
Payroll Taxes	5,000.00
Postage and Delivery	276.06
Printing and Reproduction	-1,850.00
Purchases	24.50
QuickBooks Payments Fees	987.96
Repairs and Maintenance	33.97

	TOTAL
Tax Payment	1,582.78
Telecommunications & Internet	6,032.24
Software	3,450.44
Total Telecommunications & Internet	9,482.68
Telephone Expense	7,721.66
Travel Expense	11,274.26
Uncategorized Expense	13,716.98
Total Expenses	\$517,796.43
NET OPERATING INCOME	\$-4,096.61
Other Expenses	
Continuing Education	13,679.40
Moving Expense	356.48
Other Miscellaneous Expense	324.14
Miscellaneous Expenses - Personal	108.11
Total Other Miscellaneous Expense	432.25
Reconciliation Discrepancies-1	-22,935.43
Total Other Expenses	\$-8,467.30
NET OTHER INCOME	\$8,467.30
NET INCOME	\$4,370.69

Upscale Events by Mosaic d.b.a The Mosaic Group

BALANCE SHEET

As of December 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Black Girl Magic FL	540.00
Seacoast Bank	2,500.00
WF - Mosaic Group Checking	15,522.62
WF - Mosaic Group Savings	72,553.42
Total Bank Accounts	\$91,116.04
Accounts Receivable	
Accounts Receivable	12,461.00
Total Accounts Receivable	\$12,461.00
Other Current Assets	
Doreen Holness	150.00
Uncategorized Asset	870.00
Undeposited Funds	4.00
Total Other Current Assets	\$1,024.00
Total Current Assets	\$104,601.04
Fixed Assets	
Accumulated Depreciation	-481.00
Furniture & Fixtures	680.00
Furniture and Equipment	6,446.29
Total Fixed Assets	\$6,645.29
TOTAL ASSETS	\$111,246.33
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,554.28
Total Accounts Payable	\$1,554.28
Credit Cards	
Capital One Credit Card	11,120.97
Total Credit Cards	\$11,120.97
Other Current Liabilities	
Short Term Loan	82,500.00
Short Term Loan Repayment	-44,450.00
Total Short Term Loan	\$38,050.00
Total Other Current Liabilities	\$38,050.00
Total Current Liabilities	\$50,725.25
Long-Term Liabilities	
Long Term Notes Payable	14,000.00
Officers Loan	10,608.11
Total Long-Term Liabilities	\$24,608.11

	TOTAL
Total Liabilities	\$75,333.36
Equity	
Opening Bal Equity	4,633.46
Owners Equity	26,908.82
Net Income	4,370.69
Total Equity	\$35,912.97
TOTAL LIABILITIES AND EQUITY	\$111,246.33

KDM FINANCIAL SERVICES INC

ACCOUNTING, TAX & ADVISORY SERVICES

05/13/2019

To Whom it may Concern,

We are the Accountants for Upscale Events By Mosaic, LLC. Based upon our own experience with the Client, the company is financially stable. Upscale Events By Mosaic, LLC, has been profitable in the past and is currently profitable.

Should you require any additional information, please feel free to contact me.

Very truly yours



Michael Goldberg

KDM FINANCIAL SERVICES INC

3.5 PRICE PROPOSAL

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. F-19-019/SS**

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Proposer shall provide below the proposed fully-burdened hourly rates for providing Palm Tran, Inc., with General Planning Consultant Services on an “as needed basis”, as described in the Requirements/Scope of Work/Services set forth in this RFP document. All rates are “fully-burdened”, i.e., includes all overhead costs, general and administrative and profit.

Proposer may be awarded to provide either one or more of the Service Categories specified in the Scope of Work/Services. Proposer must mark “X” in the box next to each of the applicable service categories for which proposer is proposing to provide to Palm Tran, Inc. Proposer shall also provide the fully-burdened hourly rates for each of the Service Categories they are proposing to provide.

SERVICE CATEGORY

Mark “X”	SERVICE CATEGORIES
	1 - Transportation Planning
	2 - Fixed Route Operations and Maintenance
	3 - Paratransit Service Operations, Scheduling and Reservations
	4 - Administrative Services
	5 - Information Technology (IT)
X	6 - Marketing
	7 - GIS Development/Design/Map and Database Production
	8 - Equal Employment Opportunity (EEO)
	9 - Security & Safety
	10 - Human Resources
	11 – Other Labor Charges
	12 – Other Direct Costs

APPENDIX A
PRICE PROPOSAL PAGES
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BASE CONTRACT PERIOD (3 Years), proposers must also include the pricing for Option Year 1 and Option Year 2 Fully-Burdened Hourly Rates for each Labor Category that they are proposing to utilize, if applicable, or mark N/A:

1 - TRANSPORTATION PLANNING				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

2 - FIXED ROUTE OPERATIONS AND MAINTENANCE				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

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PRICE PROPOSAL PAGES
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3 - PARATRANSIT SERVICE OPERATIONS, SCHEDULING AND RESERVATIONS				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

4 – ADMINISTRATIVE SERVICES				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

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5 – INFORMATION TECHNOLOGY (IT)				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

6 – MARKETING				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	\$125/hour	\$135/hour	\$135/hour
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	\$75/hour	\$85/hour	\$85/hour
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

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7 – GIS DEVELOPMENT/DESIGN/MAP AND DATABASE PRODUCTION				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

8 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

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9 – SECURITY AND SAFETY				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

10 – HUMAN RESOURCES				
Item #	Labor Category	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
1	Project Manager	n/a		
2	Transit Planner	n/a		
3	Transit Scheduler	n/a		
4	Dispatcher	n/a		
5	Transportation Analyst	n/a		
6	Logistic Specialist	n/a		
7	Auditor	n/a		
8	Contracts Specialist	n/a		
9	ADA/Title VI Specialist	n/a		
10	Website Developer	n/a		
11	GPS/GIS Specialist	n/a		
12	Cost Estimator	n/a		
13	Accounting Clerk	n/a		
14	Budget Analyst	n/a		
15	Grants and Contracts Assistant	n/a		
16	Senior Auditor	n/a		
17	Strategic Planner	n/a		

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PRICE PROPOSAL PAGES
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Proposers must complete the following pricing tables only if there are other charges not listed in the previous tables per Service Category. Proposers must complete one pricing table per Service Category they are proposing to provide. Proposers may make extra copies of this page if needed.

11 – OTHER LABOR CHARGES (if applicable)				
Item #	Service Category (please specify) <u>Marketing</u>	Base Contract Period (3 years) Fully-Burdened Hourly Rate	Option Year 1 Fully-Burdened Hourly Rate	Option Year 2 Fully-Burdened Hourly Rate
Labor Charges				
1	Marketing & PR Manager	\$105/hour	\$110/hour	\$110/hour
2	Digital Media Manager	\$70/hour	\$75/hour	\$75/hour
3	Content Manager	\$70/hour	\$75/hour	\$75/hour
4	Graphic Designer	\$65/hour	\$70/hour	\$70/hour
5	Videographer	\$65/hour	\$70/hour	\$70/hour
6	Photographer	\$55/hour	\$60/hour	\$60/hour
7	Market Research Specialist	\$95/hour	\$100/hour	\$100/hour
8				
9				
10				

12 – OTHER DIRECT COSTS (i.e., equipment, supplies, operating expenses)				
Item #	Service Category (please specify) _____	Base Contract Period (3 years) Fully-Burdened Rate/Cost	Option Year 1 Fully-Burdened Rate/Cost	Option Year 2 Fully-Burdened Rate/Cost
Direct Costs				
1	n/a			
2				
3				
4				
5				
6				
7				
8				
9				
10				

**APPENDIX A
PRICE PROPOSAL PAGES
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The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the Solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Ann Marie Sorrell

TITLE: President & CEO

COMPANY: Upscale Events by Mosaic, LLC

ADDRESS: 5840 Corporate Way, Suite 250

CITY/STATE/ZIP: West Palm Beach, FL 33407

TELEPHONE NO. 561-651-9565

SIGNATURE: 

3.6 BUSINESS INFORMATION

**APPENDIX B
BUSINESS INFORMATION
RFP NO. F-19-019/SS**

Full Legal Name of Entity: Upscale Events by Mosaic, LLC
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 5840 Corporate Way, Suite 250, West Palm Beach, FL 33407

Telephone Number: (561) 651-9565 Fax Number: (866) 711-0987

Form of Entity

- ☐ Corporation
☒ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 20-3345305

(1) If Proposer is a subsidiary, state name of parent company.
n/a

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If **yes** to the above, as of what date? 08/22/2005

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Ann Marie Sorrell

TITLE: President & CEO

COMPANY: Upscale Events by Mosaic, LLC

3.7 SPECIAL CONTRACT PROVISIONS

Palm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT

APPENDIX C
SPECIAL CONTRACT PROVISIONS

This contract or purchase order is funded by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the provisions listed under the Master Grant Agreement FTA MA (25), dated October 1, 2018. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in the Office Of Management and Budget Guidance Regulations at 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," as revised, as it may be amended from time to time, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects. Master Grant Agreement FTA MA (25) dated October 1, 2018:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>

Circular 4220.1F as revised:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F as revised. The BPPM is available at:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>

The Code of Federal Regulations (CFR) website is available at: <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

If you are unable or unwilling to comply with these conditions, or need clarification as to applicability of an individual requirement, contact the Palm Beach County Purchasing Department.

PART A

GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION

STATEMENT OF FINANCIAL ASSISTANCE. This procurement is funded in part by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. Therefore, the following Special Contract Provisions apply to this procurement.

1. **Prohibited Interest.** No employee, officer, or agent of the County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of the County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (contractor). No the County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.

2. **Interest of Members of Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this solicitation or to any benefit arising therefrom.

3. **No Government Obligation to Third Parties.** The contractor agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this solicitation. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

4. **Program Fraud and False or Fraudulent Statements.** The Contractor acknowledges and agrees that: (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of Sec By executing the Underlying Agreement, the Contractor certifies and affirms to the County the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the County. (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

5. **Federal Changes.** The contractor shall at all times comply with federal requirements that apply to the contract, the Master Agreement (Master Grant Agreement FTA MA (25) dated October 1, 2018), and any amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Master Agreement including information incorporated by reference and made part of that agreement and all applicable changes to those federal requirements. Contractor's failure to comply shall constitute a material breach of this contract.

6. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not

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expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, Revision 4 dated March 18, 2013, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any the County request which would cause the County to be in violation of the FTA terms and conditions.

7. Access to Records and Site of Performance. The contractor agrees to provide the County, the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, sufficient access to inspect and audit records and information which are directly pertinent to this solicitation and resulting contract. The contractor agrees to permit those individuals listed above to inspect all work and materials related to its contract, and to audit any information related to its contract under the control of the contractor within books, records, accounts, or other locations, and otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. The contractor agrees to retain, complete and readily accessible records related in whole or in part to its contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records. The contractor further agrees to maintain all books, records, accounts, and reports required under the contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The contractor agrees to permit, the County and FTA to have access to the sites of performance of its contract and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

8. Civil Rights. The following requirements apply to this solicitation:

- a) Nondiscrimination in Federal Public Transportation Programs. The contractor agrees to follow the Nondiscrimination in Federal Public Transportation Programs' requirements as they apply to this solicitation:
- 1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
 - 2) Prohibit the exclusion from participation in employment or a business opportunity identified in 49 U.S.C. § 5332,
 - 3) Prohibit the denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - 4) Not discriminate as it has been identified in 49 U.S.C. § 5332, including discriminate in employment or a business opportunity identified in.
 - 5) Follow the guidelines as they have been identified in the most recent edition of FTA Circular 4702.1, " Title VI Requirements and Guidelines for Federal Transit Administration Recipients" to the extent consistent with applicable federal laws, regulations, requirements and guidance, and other applicable federal guidance that may be issued.

FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program. The contractor also agrees to include these requirements in each subcontract on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

- b) Nondiscrimination as per Title VI of the Civil Rights Act. The contractor agrees to comply with the following Title VI Civil Rights Act requirements:
- 1) Prohibit discrimination on the basis of race, color, or national origin,
 - 2) Comply with the Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C § 2000d *et seq.*,
 - 3) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - 4) Federal transit law, specifically 49 U.S.C. § 5332

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- 5) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance and,
- 6) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- 7) All and other applicable federal guidance that may be issued

The contractor also agrees to include these requirements in each subcontract on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

- c) Equal Employment Opportunity. The contractor agrees to comply with non-discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. The following equal opportunity requirements also apply to this solicitation:

- 1) Compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
- 2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- 3) Compliance with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
- 4) Compliance with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
- 5) The contractor also assures each subcontractor will follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, Specifics:
 - i. Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - ii. Affirmative Action. Take affirmative action that includes, but is not limited to: recruitment advertising, recruitment, and employment, 2 rates of pay and other forms of compensation, 3 selection for training, including apprenticeship, and upgrading, 4 transfers, demotions, layoffs, and terminations, 5 recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer,"

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

9. Disadvantaged Business Enterprise (DBE).

Palm Tran, as the operator and manager of the County's public transit system, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Code of Federal Regulation 49 CFR Part 26 defines a DBE as a for-profit small business concern that is subject to the following requirements:

- a) At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals **AND**
- b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In order to overcome the effects of discrimination and its past influence on DBEs, in compliance with DOT mandates, PALM TRAN establishes an annual overall goal for DBE participation. Attainment of this goal may be achieved through Race Neutral or Race Conscious means. *Race Neutral* means are aimed at achieving the participation of small businesses in the County's contracts without respect to the gender or race of the owner. A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. When the use of Race Neutral means do not substantially contribute towards the overall agency goal for

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DBE participation, PALM TRAN also utilizes Race Conscious means as a method of achieving a “level playing field” for DBEs seeking to participate in federal-aid transportation contracting. *Race Conscious* means are aimed at achieving the desired level of participation among certified DBE firms.

9.1 This contract is being funded, in whole or in part with the Department of Transportation (DOT) financial assistance. Accordingly, it is the policy of the County, to

- a) To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
- b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- d) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- e) To help remove barriers to the participation of DBEs in DOT assisted contracts;
- f) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

9.2 This solicitation is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. 99-1617 setting forth the County’s Disadvantaged Business Enterprise Program.

9.3 The contractor and its subcontractors for this project shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of the work associated with this DOT assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract that the contractor enters into must include the assurance of non-discrimination set forth in this paragraph.

9.4 DBE Participation Goals (**Exhibits 4 – 4E**):

- a) If a DBE participation goal has been established for this solicitation, the level of DBE participation proposed will be a factor in determining the award. Although all bidders must meet the required bid procedures specified by Palm Tran, contracts will only be awarded to the bidder who meets either of the following criteria:

- (i) Achieves the DBE participation goal as specified below

OR

- (ii) Submits documentation detailing the Good Faith Efforts made in researching potential DBE subcontractors.

- b) If a DBE participation goal has **not** been established for this project, Palm Tran encourages the Prime Contractor to make every attempt to secure a level of DBE participation that contributes toward the achievement of Palm Tran’s overall DBE goal.

- (i) (**X**) **DBE Goal Established for this Solicitation:** The bidder shall make a Good Faith Effort to subcontract at least 20 % of the dollar value of the total amount of this contract to certified DBE Subcontractors (Race Conscious).

OR

- (ii) () **No DBE Goal Established for this Solicitation:** Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract (Race Neutral). The SBE and/or DBE non-mandatory goal for this project is 15%.

The contractor agrees to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms (certified by a cognizant agency) are used when possible. The contractor also

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agrees that each subcontractor will facilitate participation by small business owned and controlled by socially and economically disadvantaged individuals, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

11. Termination for Convenience or Default. If this solicitation is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), the County may terminate the contract, in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the County. If the contractor has any property in its possession belonging to the County, the contractor will account for the same, and dispose of it in the manner the County directs. If the contractor fails to deliver supplies or to perform the services within the time specified in the contract or any extension, or if the contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. The County shall terminate the contract by default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the contractor has possession of County-owned goods, the contractor shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to the County or its agent. The contractor and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Similar provisions apply to purchase orders and contracts for construction and architect/engineering services. Refer to Article 21 of the Best Procurement Practices Manual, incorporated as a reference herein.

12. Government-wide Debarment and Suspension. (**Exhibit 3**) If this solicitation has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with, and assures compliance of each third-party contractor and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

13. Buy America. If this solicitation exceeds \$100,000 and use steel, iron & manufactured products, the contractor agrees, to the extent applicable, to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the County the appropriate Buy America certification model formats, if applicable, for which are contained as **Exhibit 1**, attached, with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification, if applicable, must be rejected as nonresponsive.

14. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR Part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of the contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

15. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient. A certification format is appended as **Exhibit 2**.

16. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with the Clean Air Act (42 U.S.C. §§ 7401 – 7671q.), as amended-contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q). The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

17. Clean Water. If this solicitation is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to the County and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR §§ 301-10.131-301-10.143, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

19. Drug and Alcohol Testing Requirements – Applies to operational bus service contracts. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any Palm Beach County agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 when requested by Palm Beach County and to submit the Management Information System (MIS) reports before March 1 annually to Palm Beach County. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

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c. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

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By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: Upscale Events by Mosaic LLC, d.b.a. The Mosaic Group

ADDRESS: 5840 Corporate Way, Suite 250

CITY/ STATE/ ZIP CODE: West Palm Beach, FL 33407

SIGNATURE: 

TYPE NAME: Ann Marie Sorrell

DATE: 5-15-2019

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1

BUY AMERICA CERTIFICATION—ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

EXHIBIT 2

RESTRICTIONS ON LOBBYING CERTIFICATION—ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

EXHIBIT 3

SAM (SYSTEM FOR AWARD MANAGEMENT)

EXHIBIT 4 – 4E

DBE (DISADVANTAGED BUSINESS ENTERPRISE) FORMS

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EXHIBIT 1
BUY AMERICA CERTIFICATION

Every procurement in excess of \$100,000 (based on the contract value) of steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) shall require the appropriate certificate completed as set forth below, and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b). This applies to tier-one contractors must be "passed-down" to sub-contractors, the contractor agrees to include a similar provision in each subcontract financed in whole or under this contract.

If this solicitation is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☒ Will comply with the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot comply with the requirements of 49 USC 5323(j) but it may qualify for an exception pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. (Attach applicable documentation)

5-15-2019

(Date)



(Signature)

Ann Marie Sorrell

(Print Name)

President & CEO

(Title)

Upscale Events by Mosaic, LLC

(Company)

General Requirements

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
- (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

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EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

5-15-2019

(Date)



(Signature)

Ann Marie Sorrell

(Print Name)

President & CEO

(Title)

Upscale Events by Mosaic, LLC

(Company)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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- ALERT:** June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).
- ALERT:** CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

<h2>Entity Dashboard</h2>	<p>Upscale Events By Mosaic, LLC DUNS: 614085939 CAGE Code: 4YCH1 Status: Active Expiration Date: 02/07/2020 Purpose of Registration: All Awards</p>	<p>5840 CORPORATE WAY STE 250 WEST PALM BEACH, FL, 33407-2049 , UNITED STATES</p>
<ul style="list-style-type: none"> Entity Overview Entity Registration <ul style="list-style-type: none"> Core Data Assertions Reps & Certs POCs Exclusions <ul style="list-style-type: none"> Active Exclusions Inactive Exclusions Excluded Family Members <p>RETURN TO SEARCH</p>	<h3>Entity Overview</h3> <div> <h4>Entity Registration Summary</h4> <p>Name: Upscale Events By Mosaic, LLC Doing Business As: Mosaic Group, The Business Type: Business or Organization Last Updated By: Ann Marie Sorrell Registration Status: Active Activation Date: 02/07/2019 Expiration Date: 02/07/2020</p> </div> <div> <h4>Exclusion Summary</h4> <p>Active Exclusion Records? No</p> </div>	



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Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

APPENDIX C
SPECIAL CONTRACT PROVISIONS**LETTER OF INTENT - EXHIBIT 4**
To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/SubconsultantFrom: Upscale Events by Mosaic, LLC
(Name of Proposer/Bidder)To: Palm Beach County, Selection CommitteeProject Description: Marketing

In response to Palm Beach County's RLI/Bid No. F-19-019-SS, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: Upscale Events by Mosaic, LLC
(Proposed DBE Subcontractor/Subconsultant)Expiration of DBE Certification: N/A (Attach copy of DBE certification)Projected Work Assignment: Enter description of work assignment Mosaic will perform all marketing services as a DBE Firm (Prime)Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) 100%Angela Perry
(Signature of Owner or Authorized Rep.)5-15-2019

(Date)

Subscribed and sworn to before me this 15th day of _____Angela C. Perry
(Notary's Signature)**Angela Perry**
Comm. #GG328759
Expires: April 29, 2023
Bonded Thru Aaron Notary
(Notary Seal)**(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)**

The undersigned intends to perform work in connection with the above Contract as (check one) _____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.)

(Date)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary's Signature)

(Notary Seal)

RFP No. F-19-019/SS
Palm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT

APPENDIX C **SPECIAL CONTRACT PROVISIONS**

SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)


EXHIBIT 4-A

BID/RLI #: F-19-019-SS	N/A	DATE FORM SUBMITTED: 5/15/2019
PROJECT NAME:		PROJECT START DATE:
PRIME CONTRACTOR:		ADDRESS:
CONTACT PERSON:		TELEPHONE #:

DBE Subcontractor	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed	Estimated Sub-Contract Amount
N/A					\$
					\$
					\$
					\$
					\$
					\$
Total Estimated Dollar (\$) DBE Participation					\$
DBE Subcontractor Participation Percentage (Total estimated amount allocated to DBEs divided by Total Contract Amount)					%

The listing of a DBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge

Signature		Title	President & CEO	Date	5/15/13
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THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

APPENDIX C
SPECIAL CONTRACT PROVISIONS

SAMPLE - DBE Unavailability Report

EXHIBIT 4-B

RLI/BID NO. _____

(NAME OF PRIME CONTRACTOR)	(ADDRESS)	(TELEPHONE NO.)
----------------------------	-----------	-----------------

The undersigned representative of the prime contractor, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding DBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE contractors were invited to bid subcontract work, but were not available to work.
(Provide copy of the invitation, dates, List of DBEs, address, and responses.)
2. The following DBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs, address)
3. The following DBE contractors submitted bids which were not the low acceptable bids.
(Provide copy of the responses and your analysis as to why the bids were not acceptable).

If you did not get any responses to your solicitation of DBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Your report should include information as detailed under Section 9 d. of the Bid Document:
DBE Unavailability Report – Good Faith Efforts

The report should be signed by the same person signing the Bid submittal.

Signature: _____

Title: _____

Date: _____

R. M. Somell
President & CEO
5/15/19

RFP No. F-19-019/SS
Palm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT

APPENDIX C
SPECIAL CONTRACT PROVISIONS

DBE UTILIZATION REPORT EXHIBIT 4-C

Report No. _____

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #:	FAX #

SUBCONTRACTING INFORMATION

TO BE SUBMITTED MONTHLY TO COUNTY'S CONTRACT REPRESENTATIVE AND PALM TRAN'S DBE LIAISON (csalazar@pbcgov.org)

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category			
						M	F	B	H	A	NA W
N/A											

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature <i>A. M. Sorell</i>	Title <i>President & CEO</i>	Date <i>5/15/19</i>
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Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.

**Palm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT**

APPENDIX C

SPECIAL CONTRACT PROVISIONS

FINAL DBE UTILIZATION REPORT

(To be submitted with the final invoice)

EXHIBIT 4-D

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:		PERIOD ENDING:
CONTACT PERSON:		TELEPHONE #: () FAX #: ()

SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

[illegible]

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	<i>Arnell</i>	Title	<i>President & CEO</i>	Date	<i>5/15/19</i>
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Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.

Palm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT**APPENDIX C**
SPECIAL CONTRACT PROVISIONS**EXHIBIT 4-E****DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum of 100 % DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract and has submitted Exhibit 5 B demonstrating good faith efforts.

Name of bidder/offeror's firm: Upscale Events by Mosaic, LLC

By 
(Signature)

President & CEO
(Title)

Ann Marie Sorrell

Print Name

3.8 DEBARMENT AND SUSPENSION

APPENDIX D
CERTIFICATION REGARDING DEBARMENT
AND SUSPENSION
RFP NO. F-19-019/SS

The Contractor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Upscale Events by Mosaic LLC, d.b.a. The Mosaic Group

ADDRESS: 5840 Corporate Way, Suite 250, West Palm Beach, FL 33407

COMPANY'S AUTHORIZED OFFICIAL:

Ann Marie Sorrell, President & CEO

Name and Title



Signature

5/15/2019

Date

APPENDIX E
CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
RFP NO. F-19-019/SS

This Required Certification MUST be Submitted with ALL Proposals

The undersigned proposer certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The proposer, Upscale Events by Mosaic LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Proposer's Authorized Official

Ann Marie Sorrell, President & CEO

Name and Title of Proposer's Authorized Official

5/15/2019

Date

APPENDIX F

DRUG-FREE WORKPLACE CERTIFICATION

RFP NO. F-19-019/SS

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

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

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

THIS CERTIFICATION is submitted by Ann Marie Sorrell the
(Individual's Name)

President & CEO of Upscale Events by Mosaic LLC, d.b.a. The Mosaic Group
(Title/Position with Company/Vendor) (Name of Company/Vendor)

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


Signature

5/15/2019

Date

Angela Perry
Comm. #00328750
Expires: April 29, 2025
Bonded: \$100,000



APPENDIX G
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. F-19-019/SS

Page 1 of 2

**TO: PALM BEACH COUNTY CHIEF OFFICER
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Ann Marie Sorrell BEFORE ME, the undersigned authority, this day personally appeared
hereinafter referred to as "Affiant," who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual or
☒ the President & CEO of Upscale Events by Mosaic, LLC d.b.a. The Mosaic Group
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership,
etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its
Board of County Commissioners.

2. Affiant's address is: 5840 Corporate Way, Suite 250
West Palm Beach, FL 33407

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity
having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does
not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered
with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest
is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied
upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is
authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the
laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's
knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Ann Marie Sorrell
Ann Marie Sorrell, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 15th day of May, 2019, by
Ann Marie Sorrell, [☒] who is personally known to me or [☐] who has produced
as identification and who did take an oath.



Angela E. Perry
Notary Public
Angela E. Perry
(Print Notary Name)
State of Florida at Large
My Commission Expires: April 29, 2023

3.9 AMENDMENTS

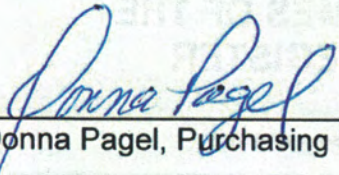
A.1. Please see the "Palm Tran Capital Projects List" provided in this Amendment as Attachment 2.

Q.2. Should the Financial submitted be from the Primes or Subconsultants?

A.2. As specified in Section 3.4.1 of the RFP, the proposer (Prime Consultant) is required to submit their financial information.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. F-19-019/SS and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

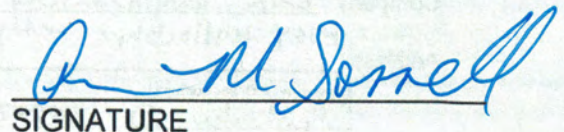
NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.



Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

Upscale Events by Mosaic, LLC
COMPANY NAME DBA The Mosaic Group


SIGNATURE

5/15/19
DATE

3.10 ADDITIONAL INFORMATION

The Palm Beach County S/WBE Certification for Upscale Events by Mosaic, LLC is currently in the process of renewal.



Never expires

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 31, 2014

Ms. Ann Marie Sorrell
UPSCALE EVENTS BY MOSAIC, LLC
2930 Okeechobee Blvd, Suite 205
West Palm Beach, FL 33409

ANNIVERSARY DATE – Annually, on March 31st

Dear Ms. Sorrell:

Broward County is pleased to announce that **Upscale Events by Mosaic, LLC** has been certified as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon Upscale Events by Mosaic, LLC renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, to assure continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify Upscale Events by Mosaic, LLC as a DBE.

Upscale Events by Mosaic, LLC will be listed in Florida's **Business Directory** which can be accessed via the internet, at
<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

As long as Upscale Events by Mosaic, LLC is listed in the Florida Business Directory, it is considered eligible to bid throughout the state under the assigned NAICS.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Upscale Events by Mosaic, LLC

DBE certification is **NOT** a guarantee of work, but enables Upscale Events by Mosaic, LLC to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time, there is a material change in Upscale Events by Mosaic, LLC, including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Upscale Events by Mosaic, LLC, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Upscale Events by Mosaic, LLC may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit consistent with 49 CFR part 26 for work performed in the following areas:

NAICS CODE: 541430 Graphic Design Services

NAICS CODE: 541611 Administrative MGMT & General MGMT Consulting Services

NAICS CODE: 541613 Marketing Consulting Services

NAICS CODE: 541810 Advertising Agencies

NAICS CODE: 541820 Public Relations Agencies

NAICS CODE: 541830 Media Buying Agencies

NAICS CODE: 561920 Convention & Trade Show Organizers

NAICS CODE: 711510 Independent Artists, Writers, and Performers

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Atkinson", with a long horizontal flourish extending to the right.

Chris Atkinson, Assistant Director
Office of Economic and Small Business Development

Palm Beach County
Office of Small Business Assistance

Certifies That

UPSCALE EVENTS by MOSAIC, LLC dba THE MOSAIC GROUP

Vendor # VC0000104031

is a Small/Minority/Women Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from December 16, 2015 to December 15, 2018.

The following Services and/or Products are covered under this certification:

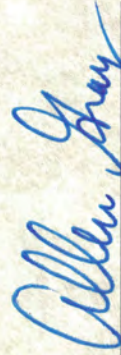
**ADVERTISING/PUBLIC RELATIONS SERVICES;
BUSINESS CONSULTING LARGE;
BUSINESS CONSULTING, MINORITY AND SMALL;
BUSINESS CONSULTING SMALL;
MARKETING CONSULTING SERVICES;
MARKETING SERVICES (INCL. DISTRIBUTION, RESEARCH, SALES PROMOTIONS, ETC.).**

Palm Beach County Board of County Commissioners



Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana,
Steven L. Abrams
Melissa McKinlay
Pricilla A. Taylor

County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

12/16/2015



MOSAIC
GROUP