

## **Solicitation F-4618-19-JE**

### **New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)**

**Bid Designation: Public**



**City of Hollywood, Florida**

## Bid F-4618-19-JE

### New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

Bid Number	F-4618-19-JE
Bid Title	New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)
Bid Start Date	In Held
Bid End Date	Aug 8, 2019 3:00:00 PM EDT
Question & Answer End Date	Aug 1, 2019 6:00:00 PM EDT
Bid Contact	Janice English 954-921-3345 JENGLISH@hollywoodfl.org
Bid Contact	Jenny Castano Procurement Specialist 954-921-3553 jecastano@hollywoodfl.org
Bid Contact	Paul Bassar Contract Compliance Officer 954-921-3628 pbassar@hollywoodfl.org
Contract Duration	1 year
Contract Renewal	3 annual renewals
Prices Good for	180 days
Bid Comments	<p><b>The City of Hollywood is seeking bids to establish a one (1) year agreement with the option to renew for three (3) additional one (1) year periods for Printing, Mailing List and Preparation Services for a direct mail piece to be sent quarterly to all residential households (less vacant) within the City of Hollywood limits. This direct mail piece must be constructed and provided to the U.S. Postal service to be delivered to comply with the specifications stated herein.</b></p> <p><b>The vendor must be able to print, provide a current mailing list of all households (less vacant) within the Hollywood city limits, prepare the publication for mailing and provide delivery to each postal Destination Delivery Unit (DDU) in the Miami and/or Fort Lauderdale area servicing the City of Hollywood. The City of Hollywood will use its postal indicia to pay for postage costs <u>and pay for postage directly to the postal service and separately from the printing and mail preparation.</u></b></p>

#### Item Response Form

Item	F-4618-19-JE--01-01 - New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)
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Quantity **4 per issue**

Unit Price

Process time from approval of proof to delivery to postal DDUs

Delivery Location **City of Hollywood, Florida**  
ECONOMIC DEVELOPMENT ADMINISTRATION  
2600 HOLLYWOOD BLVD., ROOM 422  
HOLLYWOOD FL 33022  
Qty 4

**Description**

QUARTERLY PRINTING PRICE for **New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services) (4-Issues annually)**

Item **F-4618-19-JE--01-02 - Mailing List & Mail Preparation (sorting, inkjet etc.)**

Quantity **4 per issue**

Unit Price

Delivery Location **City of Hollywood, Florida**  
ECONOMIC DEVELOPMENT ADMINISTRATION  
2600 HOLLYWOOD BLVD., ROOM 422  
HOLLYWOOD FL 33022  
Qty 4

**Description**

Mailing List & Mail Preparation (sorting, inkjet etc.)

Vendor:

This line item must show the actual unit cost for pulling each mailing list & handling mail preparation - sorting, inkjet etc. for each issue.

Item **F-4618-19-JE--01-03 - Delivery Cost**

Quantity **4 delivery**

Unit Price

Delivery Location **City of Hollywood, Florida**  
ECONOMIC DEVELOPMENT ADMINISTRATION  
2600 HOLLYWOOD BLVD., ROOM 422  
HOLLYWOOD FL 33022  
Qty 4

**Description**

Delivery cost per quarterly issue with over-runs to Hollywood City hall and drops at each postal DDU.

Issue Date

City of Hollywood, Florida  
Solicitation # F-4618-19-JE

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New Horizons Quarterly Newsletter (Printing, List and Mail  
Preparation Services)  
Solicitation # F-4618-19-JE

Issue Date:

Closing Date: Aug 8, 2019

Location: City Hall/Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

### ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable):  Federal Tax Identification Number:

If Corporation - Date Incorporated/Organized:

State Incorporated/Organized:

Company Operating Address:

City  State  Zip Code

Remittance Address (if different from ordering address):

City  State  Zip Code

Company Contact Person:  Email Address:

Phone Number (include area code):  Fax Number (include area code):

Company's Internet Web Address:

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature:  Date

Type or Print Name:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



Issue Date

City of Hollywood, Florida  
Solicitation # F-4618-19-JE

**SUBMISSION**

Proposal Due Date: Aug 8, 2019 3:00:00 PM EDT

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

**Important Notice:**

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.



## **CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

**Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)**

## Issue Date

City of Hollywood, Florida  
IFB # F-4618-19-JE

## 1.0 GENERAL TERMS AND CONDITIONS

## 1.1 INSTRUCTIONS TO BIDDERS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

## 1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

## 1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

## 1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal

material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

#### 1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

#### 1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

#### 1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

#### 1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

#### 1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall

be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### 1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

#### 1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

#### 1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

#### 1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Janice English  
 City of Hollywood  
 Attention: Janice English  
 Phone: 954-921-3345  
 Fax:  
 E-mail: JENGLISH@hollywoodfl.org

and,

To the Contract Compliance Officer:  
 Paul A. Bassar  
 Office of the City Manager  
 P.O. Box 229045  
 Hollywood, FL 33022-9045  
 Phone: (954) 921-3628 Fax: (954) 921-3086  
 Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### 1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

#### 1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).
- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of

materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.

- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

#### 1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

#### 1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

#### 1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

#### 1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

#### 1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

#### 1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

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

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

#### 1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

#### 1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the

employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

#### 1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### 1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

#### 1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

#### 1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract

is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

### 1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

### 1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

### 1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

### 1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

### 1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the

alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

### 1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

### 1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

#### 1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 954-921-3345.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to JENGLISH@hollywoodfl.org.

#### 1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

#### 1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

#### 1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: [www.hollywoodfl.org](http://www.hollywoodfl.org)

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

#### 1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

#### 1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

#### 1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

#### 1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive,

the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

#### 1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

#### 1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

#### 1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

#### 1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

#### 1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

#### 1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

#### 1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

#### 1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

#### 1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

#### 1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

#### 1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

#### 1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

#### 1.61 PUBLIC ENTITY CRIMES

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

#### 1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

#### 1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest

of the City.

#### 1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### 1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen

(15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

#### 1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: [www.hollywoodfl.org](http://www.hollywoodfl.org)

#### 1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

#### 1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The

Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

#### 1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

#### 1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### 1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no

obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

#### 1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

#### 1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

#### 1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### 1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

#### 1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### 1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### 1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### 1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### 1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

### 1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

### 1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

### 1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the

basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### 1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### 1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

F. All compensation pursuant to this Article is subject to audit.

#### 1.88 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### 1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### 1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### 1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the

Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

#### 1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

#### 1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### 1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### 1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

#### 1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs

that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

#### 1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

#### 1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, 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 Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### 1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### 1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

#### 1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

The City of Hollywood is seeking bids to establish a one (1) year agreement with the option to renew for three (3) additional one (1) year periods for Printing, Mailing List and Preparation Services for a direct mail piece to be sent quarterly to all residential households (less vacant) within the City of Hollywood limits. This direct mail piece must be constructed and provided to the U.S. Postal service to be delivered to comply with the specifications stated herein.

The vendor must be able to print, provide a current mailing list of all households (less vacant) within the Hollywood city limits, prepare the publication for mailing and provide delivery to each postal Destination Delivery Unit (DDU) in the Miami and/or Fort Lauderdale area servicing the City of Hollywood. The City of Hollywood will use its postal indicia to pay for postage costs and pay for postage directly to the postal service and separately from the printing and mail preparation.

### **PRINTING SPECIFICATIONS:**

Description: Quarterly Direct Mail Newsletter  
Quantity: Approximately 61,000 total per issue (four (4) issues annually)  
City: To provide print quality .pdf (native InDesign files available if needed).  
Size: 16 ½ X 10 ¾ trimmed and folded to 8 ¼ X 10 ¾ (mail finished size)  
Pages: 32 pages with self cover  
Stock: 45 lb coated. Paper substitutes must be approved.  
Ink: 4/4 color process, full bleeds  
Binding: Trimmed/saddle stitched/folded  
Proofs: Blueline and/or High Resolution Digital Proof acceptable.  
Artwork: We are a PC format design agency – we will provide print quality .pdf (native InDesign files available, if needed). The City of Hollywood will notify vendor two weeks prior to the provision of final artwork to schedule printing.

### **Delivery, List & Lettershop Services:**

The City estimates the number of households less vacant in Hollywood to be approximately 60,000. Additionally, the City requires 1,000 overruns/extra copies to be delivered to City of Hollywood, City Hall, Office of Communications, Marketing & Economic Development, located at 2600 Hollywood Blvd., Room 203, Hollywood, FL 33020.

Vendor must provide mailing list and letter shop services to include mapping city boundaries and addressing newsletters for delivery using Delivery Sequence File, CASS certified and pre-sorted for maximum postal discounts in preparation of a standardized mail file with appended bar-coding. This list must be updated by the vendor prior to each mailing. Vendor to provide mail drops to each postal Destination Delivery Unit (DDU) in Miami and/or Fort Lauderdale area and supporting documents.

**Processing:**

Bidder must include the processing time from approval of proof to delivery to postal DDUs (i.e. time from City signing off on proof to the time the publication is dropped at each of the postal DDUs in Hollywood/Miami area). Bidder must be willing to guarantee processing time of no more than 10 business days from approval of proof to delivery to post office.

Breakdown of Cost:

<b>Itemized Services</b>		
Printing Cost Per Issue (4 issues)	Per printed piece	total
Mailing List & Mail Preparation (sorting, inkjet etc)		total
Delivery Cost		total
<b>Total Cost</b>		<b>total</b>



**HOLD HARMLESS AND INDEMNITY CLAUSE**

**(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



**NONCOLLUSION AFFIDAVIT**

STATE OF:

COUNTY OF: , being first duly sworn, deposes and says that:

- (1) He/she is  of , the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature  
  
Name of Company

Printed Name  
  
Title

Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)



**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to

By  for   
(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is

and if applicable its Federal Employer Identification Number (FEIN) is  If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

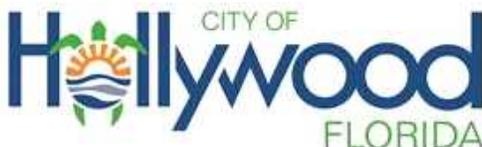
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

<input type="text"/>	<input type="text"/>
Signature	Printed Name
<input type="text"/>	<input type="text"/>
Name of Company	Title

Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)



**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number:

Signature

Printed Name

Name of Company

Title

Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



### DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 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 of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Bid/RFP/RFQ Number: F-4618-19-JE Title: New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

Procurement Services Division  
 2600 Hollywood Boulevard, Room 303  
 Hollywood, Florida 33020



**REFERENCES**

F-4618-19-JE New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:		<input type="text"/>	
Address:		<input type="text"/>	
City, State, ZIP:	<input type="text"/>	Phone Number:	<input type="text"/>
Point of Contact:	<input type="text"/>	Fax Number:	<input type="text"/>
Email:	<input type="text"/>		
Explain How This Referenced Work Is Similar To This Request:			
<input type="text"/> <div style="float: right; text-align: center;"> <input type="text" value="5"/>  <input type="text" value="6"/> </div>			
Date service was provided:		<input type="text"/>	

Company Name:		<input type="text"/>	
Address:		<input type="text"/>	
City, State, ZIP:	<input type="text"/>	Phone Number:	<input type="text"/>
Point of Contact:	<input type="text"/>	Fax Number:	<input type="text"/>
Email:	<input type="text"/>		
Explain How This Referenced Work Is Similar To This Request:			
<input type="text"/> <div style="float: right; text-align: center;"> <input type="text" value="5"/>  <input type="text" value="6"/> </div>			
Date service was provided:		<input type="text"/>	

Company Name:		<input type="text"/>	
Address:		<input type="text"/>	
City, State, ZIP:	<input type="text"/>	Phone Number:	<input type="text"/>
Point of Contact:	<input type="text"/>	Fax Number:	<input type="text"/>
Email:	<input type="text"/>		
Explain How This Referenced Work Is Similar To This Request:			
<input type="text"/> <div style="float: right; text-align: center;"> <input type="text" value="5"/>  <input type="text" value="6"/> </div>			
Date service was provided:		<input type="text"/>	





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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

.IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584 (a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

**For this type of account:**

**Give name and SSN of:**

- |   |  |
|---|--|
| <p>1. Individual</p> <p>2. Two or more individuals (joint account)</p> <p>3. Custodian account of a minor (Uniform Gift to Minors Act)</p> <p>4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law</p> <p>5. Sole proprietorship or disregarded entity owned by an individual</p> <p>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))</p> | <p>The individual</p> <p>The actual owner of the account or, if combined funds, the first individual on the account 1</p> <p>The minor 2</p> <p>The grantor-trustee 1</p> <p>The actual owner 1</p> <p>The owner 3</p> <p>The grantor*</p> |
|---|--|

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

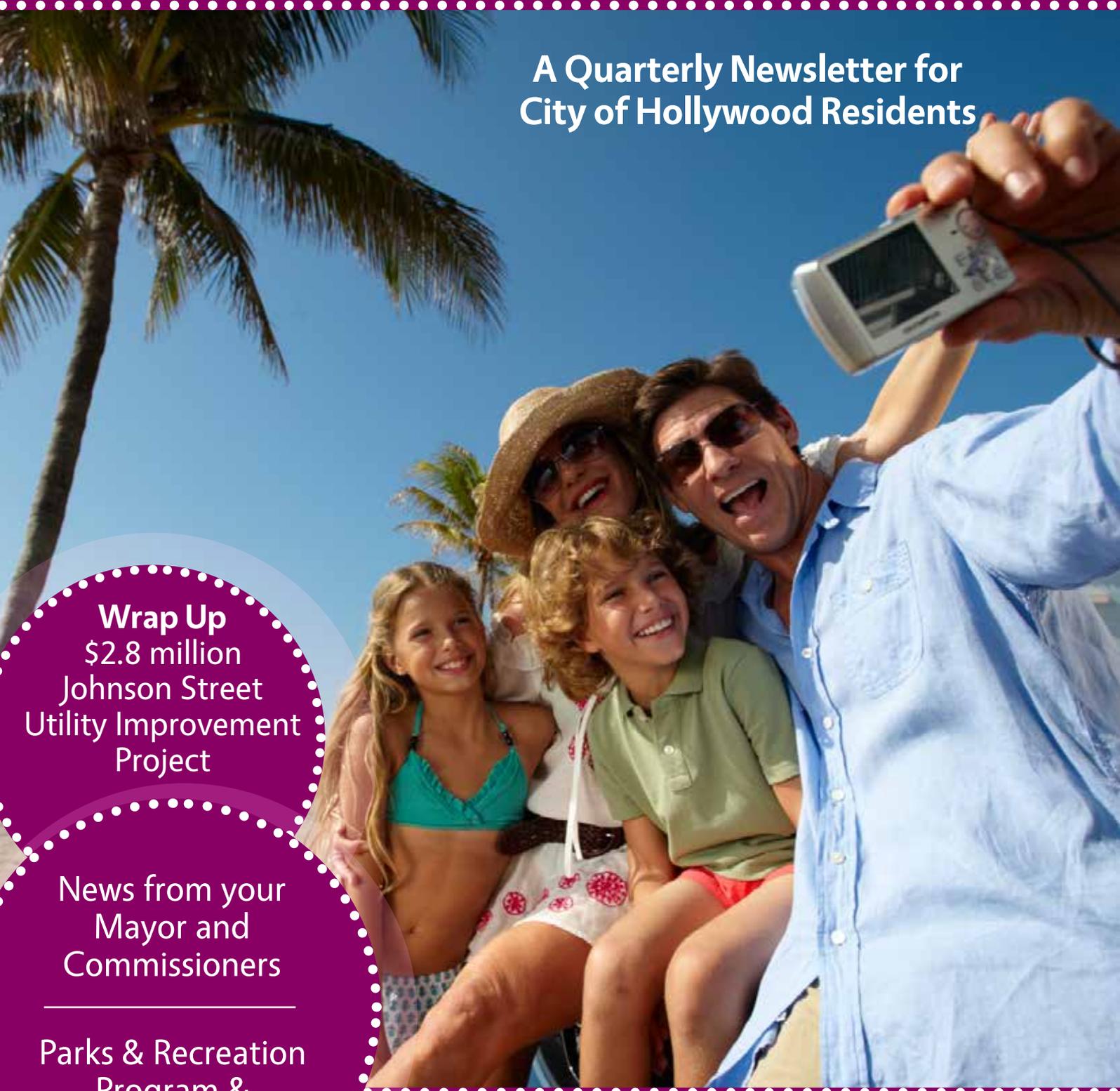
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### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# New Horizons

A Quarterly Newsletter for  
City of Hollywood Residents



**Wrap Up**  
\$2.8 million  
Johnson Street  
Utility Improvement  
Project

News from your  
Mayor and  
Commissioners

Parks & Recreation  
Program &  
Events Guide

May - July 2019  
[www.hollywoodfl.org](http://www.hollywoodfl.org)



## A Message from Mayor Josh Levy

Fellow Hollywood Residents,

This edition of New Horizons is filled with great information about all that's going on in our city, and I hope you enjoy it.

Spring is here. Soon it will be summer and lots of work is happening at City Hall. From policing and fire-rescue, to neighborhood improvements, smart-growth planning, and parks and recreation, city staff is being charged with an ever growing list of projects to execute.

For this mayor's welcome, I'd like to highlight a few things, some of historic magnitude and some on just the fun side of things.

First, as you may already know, on March 12th our city held a special election. On the ballot were three general obligation bond proposals. The result? Voters approved all three GOB questions, and everyone should be excited for all the renewal that's ahead: improved city parks, sports fields, golf courses and arts education facilities, a new police headquarters building and fire/rescue equipment to facilitate our public safety, neighborhood traffic calming measures, seawalls to protect against sea level rise, landscaping, sound walls, completing the undergrounding of utilities on the hurricane-vulnerable barrier island, and the list goes on. This \$165M public investment that we are about to make in our city, together with all the continuing private investment that homeowners and commercial property owners are making, will be another big part of ushering in an era of renewal for our city, just ahead of our city's centennial in 2025. Let's go Hollywood!

Second, you'll be happy to read that the neighborhood improvement programs that we created through the recent interlocal agreement with Broward County and the Hollywood Beach CRA will begin this summer. How great that millions of beach property tax dollars that were previously restricted to be reinvested on the beach will now be available to be to rehabilitate and improve many of Hollywood's older neighborhoods – beginning this year and on through the next 18 years. Housing rehab, first-time homebuyers programs, resident work-skills programs, neighborhood infrastructure improvements, there's lots included. Please read ahead and speak with our Community Development Division to learn if you can qualify for any of the "ILA" grants, loans and programs.

Other things accomplished or in the works: Master planning for Hollywood parks and recreation and for the Hollywood Marina. Collective bargaining agreements with our public safety employees. Cost savings realized with the city's health insurance expenses. Transition to new enterprise software that will make the city's finance, HR and other departments run more efficiently. Homeless task force initiatives. Completing the LED streetlights project. Setting a course for Septic-to-Sewer conversion over the next 20 years. Funding for sidewalk repair and roadway improvements. Ongoing discussion with Broward County Schools to make Hollywood public schools the best they can be. Organizational changes by the City Manager, including the addition of a Performance and Accountability Officer, plus much more.

Last, on the fun side of life, if you are among the many people who are taking up the sport of stand-up paddle boarding, we have good news; you now have a much more open beach to paddle in. Hollywood Fire-Rescue & Beach Safety did a lot of research on how best to update our city's old surfing regulations and began a 6-month trial period for expanded paddle sports access along Hollywood Beach. The new rules enable paddling, both by SUP and kayak, throughout the beach before 10am and after 6pm. From 10 a.m. to 6 p.m., paddlers can still paddle, but have to launch and return through specifically designated launch zones and also stay 100 yards off shore, unless they remain in one of the larger new recreation zones at the north and south sections of the beach, where paddling will be allowed at all times. For all the details, visit [www.hollywoodfl.org](http://www.hollywoodfl.org) or speak with one of our lifeguards.

That's all that I have space for right now. I hope everyone's family is doing well, and that you have a great summer.

Let's go Hollywood,  
Josh Levy, Mayor

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& Summer Camp Guide

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New Horizons is a quarterly newsletter for residents of the City of Hollywood produced by the Office of Communications, Marketing & Economic Development. This publication is available on the City's website at [www.hollywoodfl.org/390/New-Horizons](http://www.hollywoodfl.org/390/New-Horizons). If you require this publication in an alternate format, please call 954.921.3620.

Raelin Storey, Director, Communications, Marketing & Economic Development  
Joann Hussey, Communications Manager • Kris Rebar, Public Relations & Graphic Designer  
Linda D'Arpino-Vazquez, Administrative Assistant II

27/16/2019 2:52 PM



## ON THE COVER

Hollywood Beach is just one of hundreds of great places to snap a photo in Hollywood. Grab your camera and your friends and family and get out and discover your perfect spot!







## News from District 1

### 2019 is off to a Great Start!

#### Commissioner Caryl Shuham

The first quarter of 2019 has been busy and productive. Most notably, you, the residents made history by voting for all three components of the General Obligation Bond, thereby initiating dozens of improvements to our neighborhoods, parks and police headquarters. I commit to work with the Mayor, Commissioners and staff to steward in these projects with great care and thoughtfulness, acting responsibly and efficiently as we allocate resources.

The Interlocal Agreement with the County is coming to fruition, funding programs with opportunities for job skills training, affordable housing, and home repairs and improvements. For more information, visit [www.hollywoodfl.org](http://www.hollywoodfl.org) and search "Affordable Housing ILA."

The City continues its efforts to locate the new Broward County emergency radio antennae away from our West Lake Park. Atop the Circ Hotel is a more suitable location and though the outcome as of this writing is unknown, City staff devoted immense resources to this effort and County Commissioner Beam Furr was our strongest advocate.

As you know, our neighborhoods struggle with the epidemic of short-term vacation rental properties. While some of these rental homes are maintained properly, many neighborhood houses are getting bought up by out-of-town corporations and are then operated no differently than hotels. City

staff tries to control this through the currently permissible regulatory efforts, but many state legislators seem hell-bent on ending any control the City has to regulate these vacation rentals. I implore you to write to our state legislative representatives and urge them to oppose any proposed laws that will further reduce the remaining control our City has over short term vacation rentals.

Broward state representatives:  
[www.broward.org/Publications/ResidentsGuide/Pages/FloridaHouseOfRepresentatives.aspx](http://www.broward.org/Publications/ResidentsGuide/Pages/FloridaHouseOfRepresentatives.aspx)  
Broward state senators:  
[www.broward.org/Publications/ResidentsGuide/Pages/FloridaSenate.aspx](http://www.broward.org/Publications/ResidentsGuide/Pages/FloridaSenate.aspx)

Great progress was made in modernizing the City's ocean recreational ordinance to address newer watersports like stand up paddle boarding. In March, the City Commission accepted Hollywood Beach Safety recommendations for a six month trial period under new, less restrictive guidelines. For more information visit [www.hollywoodfl.org/1160/Stand-Up-Paddle-Board-on-Hollywood-Beach](http://www.hollywoodfl.org/1160/Stand-Up-Paddle-Board-on-Hollywood-Beach)

Serving as your Commissioner makes every day an adventure, filled with some frustrating hurdles, but even more rewarding accomplishments. Please always feel free to contact me at [cshuham@hollywoodfl.org](mailto:cshuham@hollywoodfl.org) or 954.921.3321.



## News from District 2

### Summer is Almost Here

#### Commissioner Peter Hernandez

This year is whizzing by and the Hurricane season is upon us again. We all need to do everything we can to be ready for the potential of hurricanes; we do live in South Florida. Please prepare.

The City is very busy getting ready for the approved GOB (General Obligation Bonds) projects. The residents who approved them will rather see them done sooner than later. I understand that some residents and business owners do not approve of the GOB's, however the referendum passed and the key now is to make sure that the promises made are kept! A few of my colleagues are publicly discussing using P3's for some of the projects. P3's are a public private partnership where the developers offer to partner up with the City in order to bring to fruition a desire project.

The residents who voted for the Bonds are concerned about this type of relationship with developers, although Margaritaville was not a P3; remember what happened, we not only gave \$28 million in cash plus the land, the City will

not see a dime of the parking garage revenue for 30 years, if at all! There are reasons to be worried.

The ILA Inter Local Agreement between the City, Broward County and the CRA is in motion and being crafted for implementation. We had a District 2 Town Hall meeting in Liberia during April, and another is being plan for October 1, 2019 at the Fred Lippman Multipurpose Center in order to disseminate the information to the residents. It is crucial that individuals who qualify are aware about the programs being put together for them.

The roads and traffic as you well know are a nightmare. State Road 7 (441) and the construction on Johnson Street from 441 to 56 Avenue are to be done before the end of the year. Let's hope that is the case.

As always you can write me at [phernandez@hollywoodfl.org](mailto:phernandez@hollywoodfl.org) or call the office 954.921.3321 or my cell 954.247.7136.



## News from District 4

### Opportunities Abound

Commissioner Richard Blattner

Google has several definitions for the term, "embarrassment of riches." Some would say it means too much of a good thing. My version is that good stewardship is necessary to avoid embarrassment. With the passage of the General Obligation Bond, the interlocal agreement (for affordable housing) with the county, and the penny sales tax, it looks like more opportunity and resources than we ever thought possible.

Many of you have asked when you will see the bulldozers. This is my best guess:

- Bond projects. I think parks projects could begin later this year. The police station and golf courses will have to go through the regular development process, so permitting could take two to three years.
- Affordable housing. Planning is underway, and we could see first time homeowner and rehabilitation activity this year.

- Surtax. The first of 709 county-wide submitted projects will not roll out until 2020. Our streets, alleys and sidewalks should be the first ones out of the box.

While there have been other exciting times in Hollywood previously, two stand out in my mind:

- In 1926 Joseph Young opened the Hollywood Beach Resort.
- In the 60s, we were the fastest growing city in Florida, going from 30,000 to over 100,000 as Hollywood Hills and Emerald Hills developed.

And now all the above opportunities are in our hands. They represent probably \$400 million over 30 years. This is a management and organization challenge that requires care so that we deliver what you asked for, and we are not embarrassed by our riches.



## News from District 5

### Thanks for Making a Difference

Commissioner Kevin Biederman

I would like to start out by expressing my appreciation to those residents who have responded to my challenge in the last New Horizons article to get involved. I am happy to report that attendance at our neighborhood associations has been increasing steadily and phone calls and emails inquiring about the City's advisory boards have increased over years past.

Taking time from your busy life and attending meetings is not the only way to make an impact; there are actions you can take every day to make a difference. You can join volunteers on the 2<sup>nd</sup> Saturday of the month at Hollywood Beach and help pick up garbage, keeping our beaches clean.

A big shout out to Michele Puccio who has been spotted multiple days a week, rain or shine, picking trash up along the streets in Boulevard Heights. If you see something and can pick it up, please do so. If you see something the City needs to address please say something.

Thanks to a recent interlocal agreement with Broward County and the City, our residents will benefit from

- millions of dollars made available to improve our neighborhoods and provide grants to help income eligible residents improve their homes. Some of these projects will improve our sidewalks and roads. We have also budgeted for ballfield and park improvements. What improvements would you like to see? Please email or call me with any ideas or concerns you have that we can do together to make our community better, cleaner and safer.

Theodore Roosevelt said, "Complaining about a problem without posing a solution is called whining."

You may reach me directly at 954.997.6450 or kbiederman@hollywoodfl.org.

I hope to see you at your neighborhood association meeting.

- Boulevard Heights Neighborhood Association  
2nd Tuesday 7:30 p.m.  
6770 Garfield St.
- Driftwood Civic Association  
3rd Tuesday 7:00 p.m.  
3000 N 69th Ave.

Until next time #PayItForward



## News from District 6

### Where Do We Go From Here?

Commissioner Linda Sherwood

Now that the General Obligation Bond has passed, what happens next? First the oversight committee of 15 members will be compiled. Each project will be brought before the committee to make sure it is part of the submitted plan, is functional and cost worthy. Then, depending on the project, it will need to go through a design phase and then obtain permits. Yes, we do have to obtain permits for all projects the City endeavors. Everything an individual owner must adhere to, the City must also.

Some of the smaller parks and playground projects and neighborhood upgrades that don't require much engineering will be at the beginning of the phasing. Projects like Orangebrook Golf Course, Hollywood Beach Golf Course, and the Police Station, we are looking at 3 to 5 years.

From the county's 1 cent tax that passed in November 2018, County Commissioner Beam Furr mentioned he believes that shuttles, similar to those in Pembroke Pines and Miramar, will be open to Hollywood. This will help everyone in the entire City, especially the elderly who live in condos and other facilities, to do their shopping, go Downtown, or to

- the Beach. So many free entertainment opportunities in the
- City have poor attendance because of lack of transportation.
- (Find out about some of those events by signing up to receive
- automatic email or text message notifications of information
- on topics that interest you. Go to [www.hollywoodfl.org](http://www.hollywoodfl.org) and
- click on "Sign up for Notifications.")

- We are beginning to roll out new programs using funds from
- our historic interlocal agreement with Broward County. There
- will be help with down payments of up to \$40,000 for income
- eligible first time homebuyers. If the purchasing family
- remains in that home for 15 years, the debt is forgiven. There
- will be funds available to eligible rental property owners to
- help keep rents affordable. There are many people living
- in Broward County who can't afford the rental prices being
- asked. We need to change that picture.

- "What Happens Next" is pretty exciting and to have a lot
- to look forward to. If you need me, I am always available by
- email at [lsherwood@hollywoodfl.org](mailto:lsherwood@hollywoodfl.org).

## Hollywood Team Helps Decode Great White Shark Genome

### Discovering Connections for Wound Healing and Cancer Protection

The great white shark is one of the most recognized marine creatures on Earth. In a major scientific step to understand the biology of this iconic predator, the entire genome of the white shark has now been decoded in detail.

A team led by Nova Southeastern University's (NSU) Save Our Seas Foundation Shark Research Center and Guy Harvey Research Institute (GHRI), Cornell University College of Veterinary Medicine, and Monterey Bay Aquarium, completed the white shark genome and compared it to genomes from a variety of other vertebrates, including the giant whale shark and humans.

Decoding the white shark's genome revealed genetic changes could be behind the evolutionary success of large-bodied and long-lived sharks. The researchers found genes tied to DNA repair, damage response and damage tolerance were among some of the shark's most stable genomes. Genome instability, which results from accumulated DNA damage, is well known to predispose humans to numerous cancers and age-related diseases.

The shark genomes also revealed evolutionary adaptations linked to wound healing. "Genome instability is a very important issue in many serious human diseases; now we find that nature has developed clever strategies to maintain the stability of genomes in these large-bodied, long-lived sharks. There is a lot to be learned from these evolutionary marvels, including information that will potentially be useful to fight cancer and age-related diseases, and improve wound healing treatments in humans," says Mahmood Shivji, Ph.D., director of NSU's Save Our Seas Foundation Shark Research Center.

"Decoding the white shark genome will also assist with the conservation of this and related sharks, many of which have rapidly declining populations due to overfishing," says Steven O'Brien, a conservation geneticist at NSU. "The genome data will be a great asset for understanding white shark population dynamics to better conserve this amazing species that has captured the imagination of so many."

# Hollywood Celebrates

## National Community Development Week

Federal and state grants are essential resources that help fund a variety of programs and assistance to residents. In recognition of this crucial funding resource, Hollywood's Mayor and City Commissioners issue a proclamation annually in support of the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program and the State Housing Initiatives Partnership (SHIP) Program, and recognizing National Community Development Week, April 22 – April 29, 2019.

### Struggling Individual Works Toward a Better Life

Puerto Rican born Rosanna R., a Center for Working Families (CWF) participant, discovered Hispanic Unity of Florida, Inc. (HUF) as she was trying to enhance her education and seek better employment opportunities.



When she came to HUF, Rosanna was living in an efficiency apartment, where even a stove was not allowed. Rosanna completed HUF's intensive Customer Service & Sales Training program and passed the national certification exam. HUF helped Rosanna update her resume, and

provided her with several job leads, among other resources. Rosanna secured part-time employment through AARP.

HUF's mission is to empower immigrants and others to become self-sufficient, productive and civically engaged. They operate many programs that assist residents such as the Center for Working Families, the Bridge Program, Free Tax Preparation, Pathways to Homeownership, and many more. For more information about their programs, call 954.964.8884 or visit [www.hispanicunity.org](http://www.hispanicunity.org).

### Update – A "Hand Up" Turns a Life Around

Last year we learned about Steve, who made a turned his life around after receiving treatment for substance abuse. CDBG funds provided by the City of Hollywood enabled Second Chance Society, Inc. to assist Steve in getting his life back on track.



Steve is now the lead chef at a local catering service. Steve plans to obtain additional professional certifications that will enable him to increase his earning capacity by work-ing as a chef on a seagoing vessel. Steve moved out of transitional housing a year ago into permanent, stable housing and was able to restore his driver's license and purchase a vehicle.

Steve remains actively involved in the recovery community and his children are back in his life, which is the accomplishment he is most proud of.

### The Russell Life Skills & Reading Foundation d/b/a Russell Educa-tion Foundation (REF) Helps Children

Ethel is a 4<sup>th</sup> grade student whose family fled Cuba three years ago. Ethel didn't speak English which made her schoolwork very difficult, but she was determined to understand math and learn how to read. After receiving assistance with her homework from REF, Ethel's grades improved tremendously

and she achieved honor roll status. Ethel recently informed her REF tutor of her goal to become a teacher.



Using CDBG funds from the City of Hollywood, REF

has positively impacted the lives of more than 20,000 low-income students in some of South Florida's most underserved communities. The organization's program is offered at the Kay Gaither, Washington Park, Martin Luther King Jr., and McNicol Community Centers in Hollywood.

### Women in Distress Helps Young Woman

The mission of Women in Distress, Inc. (WID) is to stop domestic violence through intervention, education and advocacy. One young woman who reached out to Women in Distress after getting out of a particularly dangerous situation with domestic violence. Women in Distress has been actively working with this young woman and has noted her positive progress following each session. The woman now has a full-time job and a new car. She plans to finish her education in the near future thanks to the support of WID.

WID operates a 24-hour crisis line, emergency shelter program, individual counseling, support groups and professional training, which are aimed at educating the community on domestic violence. Anyone experiencing domestic violence can contact the WID crisis line at 954.761.1133.

### Family Offered Hope

Due to unfortunate circumstances, the Smith family was forced from their home without notice. Lacking the money to move, the Smiths were referred to HOPE South Florida, Inc. for housing assistance.

Victor was the only one employed. Rhonda was employable; however, they could not afford child care. With assistance from Hope South Florida, Inc. the couple located an affordable rental property in Hollywood. They were provided with childcare and employment assistance. Rhonda obtained full-time employment, and the family is now stable and self-sufficient.

"These stories demonstrate how the City's financial support of local public service programs and agencies enable people to achieve life-changing results and become self-sufficient members of society," said Clay Milan, City of Hollywood Community Development Division Manager.

According to the National Community Development Association, every dollar of CDBG and HOME leverages over four dollars in other funding, bringing additional vital resources to communities. The HOME program helps to create safe, sanitary, and affordable housing in communities nationwide.

For more information about Community Development programs, please contact 954.921.3271 or visit the City's website at [www.hollywoodfl.org](http://www.hollywoodfl.org).

# Message from the City Manager



**Dr. Wazir Ishmael**  
City Manager

In March, Hollywood voters cast their ballots authorizing the City to issue bonds for needed improvements across our community. On behalf of the City Administration, I wish to thank you for investing your tax dollars to enhance public safety, increase resiliency, upgrade recreational and cultural amenities and improve our vital public infrastructure. Many of our residents worked with our staff to help develop and refine the \$165 million project list; many of you attended community meetings to find out about the GO Bond initiative; and many of our community partners, non-profits, civic and business organizations helped to share information and encourage voter turn-out. We are grateful for all of these efforts and appreciate the strong support for sustainable progress in Hollywood.

We are now embarking on an unprecedented period of renewal in Hollywood's history. As our City approaches its 100th anniversary in 2025, voters have approved a county-wide transportation surtax to fund mobility improvements and ensure our roadways and transit systems can keep up with current and future growth. Hollywood has submitted a list of more than \$135 million in projects eligible for this funding. This past fall, the City, our Hollywood Community Redevelopment Agency (CRA), and Broward County, signed an Interlocal Agreement (ILA) giving up to 25% of the County's portion of the tax increment funding (TIF) generated on Hollywood Beach back to the City. This agreement has already generated more than \$10 million to be used in the City's low and moderate income neighborhoods for quality, affordable housing, infrastructure improvements, and needed workforce training, and it will continue generating money that can be reinvested in Hollywood. The City has also worked with our Broward Metropolitan Planning Organization (MPO) to identify roadway, bike path and sidewalk projects that can be funded through federal and state transportation dollars. This includes comprehensive improvements to Federal and Dixie Highways, as well as new sidewalk and bike path connections.

While the appearance of our City is getting an upgrade, our internal operations are also being modernized. We have been hard at work implementing an ERP (Enterprise Resource Planning) system to move our business operations fully into the digital age. The E.D.G.E. (Ending Duplication, Gaining Efficiencies) project has already streamlined our general accounting and procurement procedures and will soon help with personnel and payroll management, as well as budget forecasting and development. We are also continuing to increase our CCTV (Closed Circuit TV) coverage across the City. This technology allows us to put more "eyes" on our streets, helping our police officers solve crimes and prevent criminal activity.

We are ushering in a period of tremendous progress, but we are also mindful of the challenges construction brings. We will do all that we can to minimize those challenges as we move Hollywood forward and hope for your patience, support and continued cooperation. In 2014, we made a commitment to putting the City on a path toward sustainable prosperity for the residents, business owners and employees. I am proud to report we are meeting with success in creating a vibrant, resilient, safe and thriving community. We look forward to continuing to work with our political leaders, our residents and our business community on the regeneration of our City.

Wazir Ishmael, Ph.D.

**The City invites you to bookmark, follow, like and subscribe to us!**

**Email notifications** NotifyMe (sign up at [www.hollywoodfl.org](http://www.hollywoodfl.org))

**Twitter** @cohgov

**Facebook** City of Hollywood, Florida Government

**Instagram** @cityofhollywoodfl

**YouTube** hollywoodflch78

**LinkedIn** City of Hollywood

**Requests for service** Help Me Hollywood free mobile app or [www.hollywoodfl.org](http://www.hollywoodfl.org)

**GET CONNECTED**



[www.hollywoodfl.org](http://www.hollywoodfl.org)

# SPARK

HOLLYWOOD, FL | CONNECT. IGNITE

[www.sparkhollywoodfl.com](http://www.sparkhollywoodfl.com)

## City of Hollywood & Greater Hollywood Chamber of Commerce Partner to Host *Quick-Pitch Business Competition*

South Florida's best and brightest entrepreneurs, innovators and small business professionals are set to take part in the 3<sup>rd</sup> Annual SPARK Hollywood Entrepreneur Quick-Pitch Business Competition on Wednesday, May 22nd from 6:00 p.m. to 8:00 p.m. at the Circ Hotel, 1780 Polk Street in Downtown Hollywood.

The City has partnered with the Greater Hollywood Chamber of Commerce and their Leadership Hollywood Class to host the fast-paced competition where select entrepreneurs have three minutes to pitch their innovative idea or business plan to a panel of judges comprised of investors and successful area business professionals. Over \$5,000 in cash and in-kind prizes are up for grabs!

"SPARK Hollywood is a great opportunity for our local business professionals to compete for prizes, showcase their ideas, inventions and products during the "trade show" and network with potential investors and business

experts," says Raelin Storey, City of Hollywood Director of Communications, Marketing and Economic Development.

In addition to the main competition, keynote speaker, entrepreneur, innovative thinker, and growth strategist Claudio Sorrentino will be speaking about his broad-based expertise in operations, finance, and business development. Claudio is the CEO of Body Details, a company driven by its mission to help customers achieve peace of mind through cosmetic laser services. Body Details is Southeast Florida's largest cosmetic laser service provider with 10 locations in operation and more on the way. Body Details was twice recognized as one of Inc 5000's fastest growing companies in America and was recently named a GrowFL Top 50 company to watch.

For more information and to RSVP your attendance, please visit [www.sparkhollywoodfl.com/](http://www.sparkhollywoodfl.com/)

## 5,935 Tax Returns Submitted During *Free Tax Preparation Program*



Volunteer Income Tax Assistance (VITA) is a federal program created more than 40 years ago as a way for individuals and families to keep more of their money and save on tax preparation fees. This service is provided by trained IRS Certified volunteer tax preparers who, in addition to preparing taxes for free, also determine an individual's eligibility for special tax credits. More than 16 free Tax Preparation sites were open throughout Broward County, including at Hispanic Unity of Florida in Hollywood. Tax preparers accepted walk-in appointments at Hispanic Unity, located at 5811 Johnson Street in Hollywood through tax day, April 15th. Preparers submitted 5,935 returns to the IRS, realizing more than \$5.1 million in returns, saving more than \$1.6 million in tax preparation fees.



## Free On-Demand Shuttle Service in Hollywood

The City of Hollywood, and the Community Redevelopment Agency (CRA) are pleased to announce the launch of the new "Sun Shuttle" service in Hollywood. The "Sun Shuttle" is a free, on-demand electric shuttle service that will transport riders through service areas in downtown Hollywood, on the barrier island, and on the Federal Highway corridor.

When you are ready to be picked up, simply go to one of the many shuttle stops within the service area. For On-Demand service within the service area, simply enter your location into the "Sun Shuttle" App to alert the fleet driver to come pick you up.

The fleet of "Sun Shuttles" began limited service on April 30th with full expansion of the routes by May 30th. The "Sun Shuttle" is an environmentally-friendly public transportation option that will give riders the ability to park their cars and quickly and easily get to where they want to go in Hollywood free of charge. For more information on the "Sun Shuttle" Service routes, hours of operation and the App, please visit [hollywoodfl.org](http://hollywoodfl.org).

# CODE CORNER

Code compliance is vital to community beautification and development. Code Officers continuously monitor neighborhoods throughout the City. Code Compliance has dedicated extra resources to conduct more frequent, in-depth inspections on the 441 corridor, Dixie Hwy corridor and the Washington Park industrial area, with the assistance of other departments including Hollywood Police, Parking, and occasionally county inspectors. The intention is to help with the transformation of these areas to be code compliant.

Here is a list of commonly cited code violations every Hollywood resident should follow.

### Property Standards

The exterior of each property must be maintained to avoid a blighting condition. Peeling paint, broken or boarded windows and mildewed roofs are prohibited.

### High Grass and Weeds

Grass and weeds over eight inches is prohibited. Grass should be mowed regularly, including vacant land.

### Garbage

Regular garbage service shall be maintained to avoid creation of an unsanitary condition.

### Commingled Waste

Commingled material cannot be put out earlier than noon the day before your collection day. If commingled material is set out early, fines may be imposed. Material is limited to four cubic yards per property.

### Illegal Dumping

Dumping on the property of another is prohibited.

### Outside Storage of Hard Junk

Accumulations of hard junk are prohibited. Material should be disposed during scheduled commingled pick-up or stored inside an enclosed structure.

### Unmovable vehicle

Vehicles stored on private property must be maintained in moveable condition with all tires inflated.

### Dead Storage of Vehicle on Right-of-Way

Vehicles may only be stored on the City right-of-way for a temporary period, not to exceed 24 hours. All vehicles must display current registration and be in moveable condition with all tires inflated.

### Parking on Lawn

Vehicles, including boats and RV's, must be parked on a hard, improved surface such as concrete, asphalt or pavers.

### Construction without a Permit

Generally, construction requires a permit. Contact Building at 954.921.3335 for information about how to apply for a permit.

### Improper Storage of Commercial Vehicle

Some types of commercial vehicles, such as vans and pick-up trucks, may be stored on residential property and must be screened from view.

### Hedges/Limbs Obstructing Right-of-Way

Hedges and limbs should be cut back to the property line and may grow over or obstruct the sidewalk, street or alley.

### Unsanitary Pool

Pools shall be maintained with clear water and free from the presences of insects, algae or other unsanitary condition.

### Obstruction of Right-of-Way

The placement of articles, including basketball goals and the like, which obstruct the City right-of-way is prohibited.

### Animals

Outdoor tethering is prohibited between 10 a.m. and 5 p.m. Regulations regarding care and manner of keeping, including shelter from the elements, must be observed.

The City of Hollywood's Code of Ordinances is available online at [www.hollywoodfl.org](http://www.hollywoodfl.org). Search "code of ordinances."

# PARKS & RECREATION PROGRAM GUIDE



# Parks *make life better!*

Wednesday, May 22  
**SPARK HOLLYWOOD**

Sunday, May 26  
**CHILL**

Thursday, July 4  
**STAR-SPANGLED  
4TH OF JULY CELEBRATION**

Monday, June 10 - Friday, August 9  
**SUMMER CAMPS**



## AFTERSCHOOL PROGRAMS

### M.O.S.T. – Maximizing Out of School Time

Supervised afterschool care that focuses on homework assistance and reading. Includes most school days off and spring camp. Closed legal holidays. Registration begins July 10.

Kay Gaither Fees are determined by income  
 954.967.4234 Transportation available for \$20/ mo (limited spaces)  
 McNicol 954.921.3511  
 Age 5-12 Mon - Fri 2 - 6 pm

### P.R.I.D.E. Providing Recreation in a Diverse Environment

Children play and grow in a positive, diverse environment. Features games, arts & crafts, field trips, movies, homework assistance, intramural sports and much more. P.R.I.D.E. includes Russell Life Skills and Reading Foundation Program. Registration is on July 24 from 8 am - 4 pm.

MLK \$25 registration  
 954.921.3412 \$45 resident • \$55 non-resident  
 Washington Park Transportation available for \$20/ month (limited  
 954.967.4240 spaces). Aftercare fee does not include Winter,  
 Spring or Summer Camp  
 Age 5-12 Mon - Fri 2 - 6 pm

### YMCA Special Needs Aftercare

Special needs after school care for ages 13 & up. Inclusive programming with trained, professional and supportive staff.

David Park For information, call 954.623.5555  
 954.967.4236 www.ymcabroward.org  
 Age 13 & up Mon - Fri 2 - 6 pm  
 Early release days 11:30 am - 6 pm

### Sunshine Afterschool Programs

Children interact with peers while participating in supervised activities, homework assistance, arts & crafts and indoor games. Includes Early Release Days. Closed legal holidays. Winter, Spring Breaks, and Teacher Workdays additional.

Driftwood For information, Call Sunshine Child Programs  
 Community Center 954.236.8850  
 954.967.4241  
 Age 5 - 13 Mon - Fri 2 - 6 pm

## SPORTS & ACTIVITIES

### Study Hall at MLK

MLK Free  
 954.921.3412  
 Age 8 - 15 Mon 6:30 - 8 pm through June 5, 2019

### Girl Scouts

McNicol \$40 annual fee/ children & \$25/ adults  
 954.921.3511  
 Age 13 - 18 Thurs 6:30 - 8:30 pm  
 Driftwood Ctr \$25 annual fee (may be waived upon completion of  
 954.967.4241 waiver form)  
 Age 5 - 18 Thurs 6:15 - 8:30 pm  
 Kay Gaither Call for cost  
 954.967.4234 Mon 6:30 - 8 pm  
 Up to age 18  
 David Park Call for cost - 954.967.4236  
 954.967.4236 Mon 5:30 - 7:30 pm  
 Call for cost 2<sup>nd</sup> & 4<sup>th</sup> Wed 6:30 - 8 pm

### Weight Lifting

MLK Center \$50/ year  
 954.921.3412  
 Washington Park  
 954.967.4240  
 Age 16 & up Mon - Thurs 8 - 10:30 am  
 & 2 - 9 pm  
 Fri 8 am - 5 pm

### TEEN GAME NIGHT

Kay Gaither Free  
 954.967.4234  
 Age 13 - 18 Tues 6:30 - 8pm  
 MLK Free  
 954.921.3412  
 Age 11 - 17 Wed 6:30 - 8pm

## DANCE, CHEER, BATON

### Florida Superstars

Dance, Baton & Cheerleading Classes www.floridasuperstars.com. \$25 annual registration fee.

Driftwood \$50/ month  
 954.438.2075  
 Age 5 - 12 Mon 5 - 8 pm  
 Baton Wed 6:15 - 8:30 pm  
 Diamond High Tues, Wed & Thurs 6:15 - 8 pm  
 Steppers  
 David Park \$50/ month  
 954.438.2075  
 Age 5 - 12 Mon 4 - 8 pm

### South Florida Ballet Theater School

Boulevard Heights \$50/ month - once per week  
 954.929.4601 \$100/ month - twice per week  
 5% off additional child • \$25 registration  
 \*Students who wish to perform must take 2x a week  
 Tues & Thurs  
 Pre-Ballet 3:30 - 4:30 pm  
 Ballet 1 & 2 4:30 - 5:30 pm  
 Ballet 3 & 4 5:30 - 6:30 pm

### Dance Explosion

Dance Classes for age 3 & up. www.danceexplosiononline.com.

David Park \$55/ month - 1 hour class  
 954.985.5674 \$70/ month - 1.5 hour class  
 non-residents pay extra \$5/ month  
 Age 3 & up Sat 9:30 - 10:30 am tap, ballet & creative  
 movement ages 3 - 5  
 10:30 - 11:30 am ballet & tap ages 6 & up  
 11 - 12:00 pm tap & hip hop/jazz ages 6 & up  
 10:30 - 12:00 pm ballet, tap & hip hop/jazz  
 ages 6 & up  
 12 - 1:00 pm lyrical/contemporary  
 ages 6 & up  
 ArtsPark \$55/ month - 1 hour class  
 954.985.5674 non-residents pay extra \$5/ month  
 Age 3 & up Tues 4 - 5:00 pm hip hop/jazz ages 5 & up  
 5 - 6:00 pm hip hop/jazz ages 8 & up

### Art of Dance Academy

ArtsPark \$20/ class  
 305.799.7433  
 Age 4 - 16 Mon 5 - 6:00 pm contemporary/musical theater  
 6 - 7:00 pm character class

### Ohana Arts

ArtsPark \$10/ class  
 954.830.0472  
 Age 4 - 14 Wed 7 - 8 pm Hawaiian and Polynesian dance

## MUSIC & ARTS

### Exceptional Theater

A drama class that teaches all aspects of theater to special needs population.

Driftwood Call Christina Karcher for pricing & more  
 954.967.4241 information. 954.649.1373  
 Adult Acting Mon 6:30 - 8:30 pm

**Tae Kwon Do**

**Washington Park** 954.967.4240  
 \$25/ resident • \$35/ month - non-resident  
 Call 786.499.2181 for information.  
 Age 4 & up Mon, Wed, Fri 6:30 - 8 pm

**Karate**

**David Park** 954.299.2329  
 \$40/ month - resident • \$45/ non-resident  
 Age 6 & up Tues & Thurs 6:30 – 7:30 pm

**Driftwood** 954.600.8204  
 \$45/ month - resident • \$55/ non-resident  
 Beginners Tues & Thurs 6 - 7 pm  
 Intermediate Tues & Thurs 7 - 8 pm

**ArtsPark** 954.505.3580  
 \$50/ month

Shotokan Tues 7 - 8 pm  
 Age 5 - 13

**Oak Lake** 954.967.4241  
 \$30/ month  
 Age 5 - 12 Mon 6:30 - 7:30 pm

**Smatts' High Performance Tennis Academy**

Designed for the tournament player who is looking to take their game to the next level, this includes mental training, mastering skills, enhancing consistency, physical conditioning, intensive drills and match play.

David Park Tennis Center 954.967.4237 \$55/ session • \$480/ 10 sessions  
 \$675/ 15 sessions • \$860/ 20 sessions  
 Try outs required Mon - Fri 4:30 pm - 7 pm

**Smatts' Tennis PeeWee & Rising Star**

Pee Wee program introduces students to the game of tennis.  
 Rising Stars prepares players for competition and match play.

David Park Tennis Center 954.967.4237 \$25/ session • \$100/ 5 sessions  
 \$180/ 10 sessions • \$320/ 20 sessions  
 Age PeeWee 4-7 Mon - Fri 4:30 pm - 7 pm  
 Rising Star 7-10

**Smatts' Tennis 101**

This program replaces the David Park Tennis Junior Tennis Academy and will help students realize their tennis potential.

David Park Tennis Center 954.967.4237 \$25/ session • \$115/ 5 sessions  
 \$220/ 10 sessions • \$300/ 15 sessions  
 Age 7 - 18 Mon, Wed & Fri 5:30 pm - 7 pm  
 Sat 10:30 am - 12 pm

**YOUTH FOOTBALL & CHEERLEADING**

**Hollywood PAL**

Boggs East Field, 2310 North 23 Avenue  
 954.921.3401

**Hollywood Youth Athletic Association**

Washington Park, 5199 Pembroke Road  
 954.919.8305 • BuccaneersYouth@gmail.com

**YOUTH LACROSSE**

**Hollywood Panthers**

Boggs West Field, 2310 North 23 Avenue  
 Spring Season Start Feb 7.  
 Register at [www.hollywoodpanthers.com](http://www.hollywoodpanthers.com)  
 954.665.6682

**YOUTH VOLLEYBALL**

**The Florida Suns**

Youth Sand Volleyball  
 300 North Beach Road  
 954.921.3404

**YOUTH SOCCER**

**Driftwood Youth Sports Club**

Hollywood West Park, 6700 Garfield Street  
 954.552.6366 • driftwoodyouthsoccer@yahoo.com

**Hollywood Wildcats**

Boggs West Field, 2310 North 23 Avenue  
 954.929.CATS • HollywoodWildcats.com

**Cyclone Soccer**

Dowdy Field, 2161 Johnson Street  
 786.571.4141 • [www.Cyclonesoccerhollywoodfl.com](http://www.Cyclonesoccerhollywoodfl.com)

**BASKETBALL**

**Travel Basketball League**

Washington Park, 5199 Pembroke Road  
 Mon - Thurs 6 - 9 pm  
 954.967.4240

**Open Basketball**

Kay Gaither Community Center (Outdoor Court)  
 954.967.4234

**PICKLEBALL**

Stan Goldman Park, 800 Knights Road  
 Wednesday 4 - 6 pm & Saturday 9 - 11 am  
 954.921.3404

**GOLF**

**Junior Golf Clinic**

Teaches golf fundamentals, etiquette, rules, and character.  
 Age 5 -13 \$20  
 Sat 10 - 11:30 am

**Beginner/Intermediate Golf Clinics**

Get started playing golf with the correct fundamentals.  
 Age 14 & up \$179/ 6 classes  
 Mon 6 - 7:30 pm • Thurs 4:30 - 6 pm

**Disc Golf**

Play the challenging disc golf course.  
 Call for availability 954.967.4653 x4.

**Foot Golf**

Play golf with a soccer ball & your foot  
 For information call 954.967.4653 x4.

**YOUTH BASEBALL/SOFTBALL**

**Driftwood Youth Sports Club**

Driftwood Sports Complex, 3000 North 69 Avenue  
 954.744.6694 • Cascandoit@aol.com

**Youth Sports of Hollywood**

Rotary Park, 3150 Taft Street  
 954.966.9097 • [www.RotaryPark.com](http://www.RotaryPark.com)



Rotary Park  
 Ages 4 & up  
 Register online at [www.hollywoodfl.org](http://www.hollywoodfl.org) through December 14<sup>th</sup>

# SUMMER

## MOST CAMPS

**(Maximizing Out of School Time) Campers focus on reading, math, science, social skills, nutrition, golf, swim central and physical fitness.**



**DATES** June 10 - August 9 (Closed July 4<sup>th</sup>)  
Washington Park has extended camp through August 13<sup>th</sup>



**AGES** 5 - 12 (Kindergarten – 5<sup>th</sup> grade, transitioning into Middle School)

**OPERATION HOURS** Monday – Friday, 7:30 am – 6:00 pm

**FEES** Determined by income. Includes field trips and Summer Food Program (Breakfast and Lunch)

**NOTE:** Priority is given to those that fall within the income guidelines

**REGISTRATION** During normal operational hours, until filled.

### CAMP LOCATIONS

Kay Gaither Community Center  
6291 Funston Street  
954.967.4234

Washington Park  
5199 Pembroke Road  
954.967.4240

McNicol Community Center  
1411 S 28 Avenue  
954.921.3511

Dr. Martin Luther King Jr. Community Center  
2400 Charleston Street  
954.921.3412



## STEM CAMPS

### GAME DESIGN/APP BUILDING CAMP

Campers create games on different game engines with an introduction to programming. Main programs are Pivot, Gamemaker and Scratch. Students will also get an intro to creating their own Apps.

### MINECRAFT/ROBOTICS/DRONE CAMP

Campers will use Minecraft to create engineering projects, write code, use software to learn rocket launch design and use Lego Robotics. Students will also get an intro to drones.

**AGES** 7 - 13

### DATES

June 10 - 14 Minecraft Engineering/Robotics & Intro to Drones  
June 17 - 21 Game Design with Minecraft & App Building  
June 24 - 28 Minecraft Engineering/Robotics & Intro to Drones  
July 8 - 12 Game Design with Minecraft & App Building  
July 15 - 19 Minecraft Engineering/Robotics & Intro to Drones

**OPERATION HOURS** Monday - Friday, 9:00 am - 3:30 pm

## SCIENCE, EDUCATION & ADVENTURE (SEA) CAMP

A classroom without walls focusing on marine life and natural sciences. S.E.A. Camp includes marine biology, oceanography, water safety and ecology; helping campers build upon their science disciplines. Campers explore our beach areas, marshes, Everglades and other natural areas of interest, learning about fascinating wildlife, ecosystems and environmental issues.



### DATES (3 week sessions)

Session I June 10 – 28  
Session II July 1 – 19 (closed July 4<sup>th</sup>)  
Session III July 22 – August 9

**AGES** 8 - 14

### OPERATION HOURS

Monday – Friday, 8:30 am - 4:30 pm (Extended camp hours 7:30 - 8:30 am and 4:30 - 6:00 pm for additional fees)

**FEES** \$450 per 3 week session - Residents (Broward residents only)  
\$30.00 per week for extended camp hours  
Campers must bring their own lunch

**REGISTRATION** [www.hollywoodfl.org](http://www.hollywoodfl.org)

### CAMP LOCATION

Hollywood Beach Culture and Community Center  
1301 South Ocean Drive  
954.921.3600



**FEES** \$200 per week residents • \$225 per week non-residents

**REGISTRATION** [www.hollywoodfl.org](http://www.hollywoodfl.org)

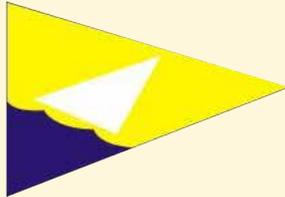
**CAMP LOCATION** South Broward High School Computer Lab - 1901 N. Federal Highway

**INFORMATION** [kochcamps@gmail.com](mailto:kochcamps@gmail.com)  
[www.pegcamp.com](http://www.pegcamp.com)

# CAMP 2019

## GULFSTREAM SAILING CLUB CAMP

Session 1	June 10 -14
Session 2	June 17 - 21
Session 3	June 24 - 28
Session 4	July 8 - 12
Session 5	July 15 - 19
Session 6	July 22 - 26
Session 7	July 29 - August 2
Session 8	August 5 - 9



**AGES** 8 -14

**OPERATION HOURS**

Monday – Friday, 10:30 am - 2:30 pm

**REQUIREMENTS** Must be able to swim (Swim test 1st day); Closed-toed shoes (rubber soles); Sunscreen & water

**FEES** \$150 per session for members/Hollywood residents. Proof of residency (utility bill) is required. \$200 for non-residents. \$25 discount given to siblings. Camp t-shirt is included in the fee.

ALL classes require a separate \$50 damage/security check or cash that will be returned at the end of the last class, if no damage was done to any of the equipment.

**REGISTRATION** Saturday, May 4 9:00 - 10:00 am at Sailor's Point

Club members only may register as of January 2<sup>nd</sup>. There will be no rescheduling of any camp day due to bad weather.

**INFORMATION** anyonecan@learn2sail.org • 954.558.7004

**CAMP LOCATION** Sailor's Point - 921 N. Northlake Drive

### Learn to Sail Sessions at Sailor's Point

All ages and skill levels. For information, e-mail anyonecan@learn2sail.org.



## SUNSHINE SUMMER CAMP

Program features 2 field trips per week (Tuesday & Thursday), Swimming at the YMCA Aquatic Center (Wednesdays). Arts & Crafts, Indoor/Outdoor Games, Themed Weeks/Activities, Friends & Fun. Breakfast & Lunch is provided at both locations (Field trips, Breakfast & Lunches are subject to change).

**DATES** June 10 – August 2 Closed (July 4) (Driftwood will be open August 5 - 9)

**AGES** Entering kindergarten (\*must be 5 by June 7<sup>th</sup>) – exiting 7<sup>th</sup> grade

**OPERATION HOURS** Monday – Friday 7:30 am - 6:00 pm

**REGISTRATION** sunshinefl.com • 954.236.8850  
info@sunshinefl.com • Registration includes 2 camp t-shirts

**FEES** Registration Cost \$25 per child/ \$30 per family  
Weekly Camp Cost: \$145 / 1<sup>st</sup> Child • \$130.50/ sibling

**CAMP LOCATIONS**

David Park Community Center  
108 N. 33 Court

Driftwood Community Center  
3000 N. 69 Avenue



# SUMMER CAMP 2019



## JR. LIFEGUARD PROGRAM

An introduction to ocean and beach safety, lifesaving techniques and procedures, rescue board and ocean kayak skills, ecology, first aid and competition in ocean lifeguard events. Applicants must pass a basic swim ability test to participate.

**AGES** 8 - 17

### Sessions

- I June 10 – June 14 Ages 8-10
- II June 17 – June 21 Ages 10 – 12
- III June 24 – June 28 Ages 12- 14
- IV July 8 – July 12 Ages 14 – 17

**FEES** \$80 per session Hollywood resident; \$90 non-resident

**INFORMATION** 954.921.3334 or 954.921.3423 or visit the Fire Rescue & Beach Safety Department page at [www.hollywoodfl.org](http://www.hollywoodfl.org)



## DIAMONDS IN THE ROUGH SUMMER GOLF ACADEMY

The Summer Golf Academy is both fun and educational, for area children in elementary and middle school. Class A PGA Golf Professional Coaches introduce the children to the fundamentals of the game of golf while incorporating the core values into each lesson. Our young golfers attend five, three-hour lessons during a one-week period.

### DATES

- June 10 - 14
- June 17 - 21
- June 24 - 28
- July 8 - 12
- July 15 - 19
- July 22 - 26
- July 29 - August 2

**AGES** 7 - 14

**OPERATION HOURS** Monday – Friday 9:00 am - 12:00 pm or 1:00 pm - 4:00 pm

**FEES** \$125 per week. Discounts and scholarships are available for qualifying families. For more information, go to [www.Diamonds-Golf.org](http://www.Diamonds-Golf.org), call 954.967.4221 or email [WeShine@Diamonds-Golf.org](mailto:WeShine@Diamonds-Golf.org)

**REGISTRATION** [www.diamonds-golf.org](http://www.diamonds-golf.org)

### CAMP LOCATION

Orangebrook Golf & Country Club 400 Entrada Dr.



TENNIS DRILLS • WATER PARK • MATCH PLAY • SPORTS

Phone: 954-967-4237  
David Park Tennis Center - 510 N 33 Court - Hollywood, FL  
[smattstennis.com](http://smattstennis.com) - Email: [info@smattstennis.com](mailto:info@smattstennis.com)

## SMATTS TENNIS

### AT DAVID PARK

Smatts Tennis Camp includes tennis drills, match play, sports and TY Water Park. Before and aftercare and lunch is included.

**DATES** June 5 – August 13

**AGES** 6 - 14

**OPERATION HOURS** Monday – Friday 8:30 am - 3:30 pm

**FEES** \$250/ week or \$220/week if paid by June 1 (must pay for minimum of 3 weeks) \$65/day \$45/ half day

**CAMP LOCATION** David Park Tennis Center, 510 N. 33rd Court Hollywood FL 33021

### INFORMATION & REGISTRATION

954.967.4237  
[www.smattstennis.com](http://www.smattstennis.com)  
[info@smattstennis.com](mailto:info@smattstennis.com)



# Let Fido Cool Off at Hollywood Dog Beach



Hollywood Dog Beach was recently named one of Coastal Living's 13 Best Dog-Friendly Beaches in Florida. Dog owners are welcome to bring their pets to Hollywood Dog Beach, which is located on the sandy beach between Pershing and Custer Streets. Hollywood Dog Beach is open Friday through Sunday from 4:00 – 8:00 p.m. Dogs must have a current rabies tag, and be under the control of the owner at all times. Help keep our beach clean. Pet owners are responsible for waste cleanup, please bring along your doggie bag. As a reminder, dogs are not allowed on the beach or Broadwalk outside the designated Dog Beach area. For more information on Dog Beach, additional Dog Park locations in the City and the permit program, please call Renee at 954.921.3404 or visit the City's website at [www.hollywoodfl.org/318/Dog-Parks](http://www.hollywoodfl.org/318/Dog-Parks)

**FREE  
WIFI**

Check out our low rates at the  
**HOLLYWOOD MARINA**  
700 Polk Street • 954.921.3035



# AQUATICS

Driftwood  
Aquatic Complex  
3000 N. 69<sup>th</sup> Avenue

## OPEN/LAP SWIM

### Learn To Swim

Levels: Age 6 months through Adults

All levels may not be available every session

- Parent & Child (Age 6 mos – 3 years must be accompanied by adult)
- Pre-School Aquatics (Age 4 & 5)
- Learn-to-Swim. Levels I-V (Age 6 & up)
- Adults (17 or older)
- Adaptive Aquatics (Children with special needs) (Must be accompanied by an adult)

Schedule:

Mornings – Mon – Thurs ( 4 days a week/2 weeks)

9 am, 10 am, 11am

Jun 10 – Jun 20 (Mon – Thurs)

Jul 1 – Jul 15 (Mon – Thurs)

Jul 22 – Aug 1 (Mon – Thurs)

Evenings - Mon - Thurs (2 days a week/4 weeks)

4 pm, 5 pm, 6 pm & 7 pm

May 6 – Jun 3 (Mon & Wed)

May 7 – May 30 (Tues & Thurs)

Jun 10 – Jul 3 (Mon & Wed)

Jun 11 – Jul 9 (Tues & Thurs)

Jul 15 – Aug 7 (Mon & Wed)

Jul 16 – Aug 8 (Tues & Thurs)

Saturdays - (6 weeks, 1 hour classes) 10 am & 11 am

Parent & Child, Preschool Aquatics, Adult & Adaptive Course

Jun 8 – Jul 13 (Sat)

Fees: \$44 Session Only Major Credit Cards Accepted - Register online at [www.hollywoodfl.org/swim](http://www.hollywoodfl.org/swim) FREE WI-FI

### Water Smart Broward FREE Learn-to-Swim Coupon



The Children's Services Council of Broward County has partnered with Broward County's SWIM Central program provide a coupon to help off-set the cost of swimming instruction. The coupon is redeemable for a Free Learn-to-Swim Course at Driftwood Community Pool.

- The child must be between the ages of 6 mos & 4 yrs
- Each child will need own coupon (one coupon per yr)
- Broward County residents only

Please apply at [www.watersmartbroward.org](http://www.watersmartbroward.org)

### Open Swim

Times: Mon - Thurs 1 - 4 pm

Sat & Sun 1 - 5 pm

Only Major Credit Cards Accepted.

### Adult Lap Swim

Times: Mon - Thu 1 - 4 pm

Sat & Sun 1 - 5 pm

Only Major Credit Cards Accepted.

## CLASSES & PROGRAMS

### Aqua Zumba

Known as Zumba "Pool Party," the Aqua Zumba Program is a safe, fun and challenging, water-based workout.

Time: Sat 9 - 9:45 am

Admission Fee: \$ 5.00 per participant (Cash Only)

### Aqua Fun & Fit Class

Aqua Fitness is a form of aerobic exercise typically in waist deep or deeper water. Group fitness class setting, with a trained/certified United States Water Fitness Association professional. The classes focus on aerobic endurance, resistance training, and strength training in a creative and enjoyable atmosphere.

Ages: 15 & up

Times: Mon & Wed 7 - 7:45 pm

Admission Fee: \$5.00 per participant (Cash Only)

### Hollywood Swim Team

Year round competitive swim team.

Location: Driftwood Pool

Ages: 6 & up

Times: Mon - Fri 4:30 - 7 pm

Fees: \$70/ month



The Driftwood Community Pool programming includes: Swim Central, open swim, adult lap swim and swim lessons.

For registration and other information about the aquatics program, please call 954.967.4644 or email [aquatics@hollywoodfl.org](mailto:aquatics@hollywoodfl.org).

# CITY & SPECIAL EVENTS

**ARTSPARK AT YOUNG CIRCLE**

**FREE LAWN SEATING**  
Bring beach chair or blanket

**CONCERTS AT THE ARTSPARK**  
HOLLYWOOD BLVD. & US 1

**SAT. 7pm**

- 2/23 Brazilian Carnaval Celebration
- 3/30 Spam Allstars w/special guest Roosevelt Collier
- 4/20 The Big Swing featuring The French Horn, Swing Allstars & world-champion dancers
- 5/5 Chicano Batman (Starts at 6pm)
- 5/11 Dirty Dozen Brass Band
- 6/15 Monsieur Periene
- 6/22 Chucho Valde's

Hollywood MORE INFO: 954.921.3500 | hollywoodfl.org Hollywood

Wed, May 22  
**SPARK HOLLYWOOD BUSINESS COMPETITION**  
The City of Hollywood, in partnership with the Greater Hollywood Chamber of Commerce and their Leadership Hollywood Class, is hosting a quick-pitch business competition where select entrepreneurs pitch an innovative idea or business plan to a panel of judges. Cash and in-kind prizes are up for grabs!  
Circ Hotel - 1780 Polk Street  
6 pm - 8 pm  
Information at [www.sparkhollywoodfl.com](http://www.sparkhollywoodfl.com)

Sun, May 26  
**CHILL**  
Upscale, sophisticated Caribbean dance party featuring popular DJs, food and beverages.  
ArtsPark at Young Circle  
3 pm - 10 pm  
Admission - \$55 in advance  
[www.iLoveChILL.com](http://www.iLoveChILL.com)

Thurs, July 4  
**STAR-SPANGLED 4<sup>TH</sup> OF JULY CELEBRATION**  
Live music & beach games in the afternoon at Charnow Park  
9 pm Offshore fireworks display  
2 - 10 pm  
954.921.3404 • FREE

## Weekly/Monthly Events

### SUNDAYS

1<sup>st</sup> Sunday of each month  
**DREAM CAR CLASSIC CAR SHOW**  
Hollywood Blvd in Downtown Hollywood  
10 am - 3 pm  
954.825.1027 or [www.CobraJoeProductions.com](http://www.CobraJoeProductions.com)



One Sunday each month  
**GLOBAL MEDITATION FOR WORLD PEACE**  
ArtsPark at Young Circle  
6 - 7:30 pm  
FREE • 954.962.7447  
Upcoming dates: 5/19 • 6/16 • 7/21

**Most Evenings**  
**HOLLYWOOD BEACH BANDSHELL CONCERTS**  
Live music on the Broadwalk at Johnson Street. Concerts operated by the Margaritaville Hollywood Beach Resort. View schedule at [www.margaritavillehollywoodbeachresort.com/events](http://www.margaritavillehollywoodbeachresort.com/events)

**Every Full Moon**  
5/18 • 6/17 • 7/16  
**FULL MOON DRUM CIRCLE**  
Presented by Resurrection Drums. Guided Drum Circle. Bring a drum or percussion instrument.  
ArtsPark at Young Circle  
7 - 9 pm  
FREE • 954.926.0204



### MONDAYS

**FOOD TRUCKS AT ARTSPARK**  
The popular Miami Food Trucks descend on the park offering food for every appetite!  
5:30 - 10 pm ArtsPark at Young Circle



### TUESDAYS

3<sup>rd</sup> Tuesdays  
**ADULT SPECIAL NEEDS DANCE**  
6:30 - 8:30  
Boulevard Heights Community Center 6770 Garfield St.  
6:30 - 8:30 pm  
FREE • 954.967.4235

### FRIDAYS

Family fun in the ArtsPark in Downtown Hollywood featuring face painters, bounce houses, interactive games and more.  
5 - 8 pm ArtsPark at Young Circle  
FREE • 954.921.3500



Bring a picnic basket and blanket or lawn chair for a family-friendly movie in the ArtsPark under the stars.  
8 pm ArtsPark at Young Circle  
FREE • 954.921.3500

ARTSPARK MOVIE NIGHTS	
5/10 Brave (PG)	6/28 Spiderman into the Spider-Verse (PG)
5/17 The Sandlot (PG)	7/5 Independence Day Resurgence (PG-13)
5/24 Dr. Strange (PG-13)	7/12 Bumblebee (PG-13)
5/31 Lion King (G)	7/19 Aquaman (PG-13)
6/7 Kubo & the Two Strings (PG)	7/26 Smallfoot (PG)
6/14 The Incredibles 2 (PG)	
6/21 Spiderman Homecoming (PG-13)	

### SATURDAYS

2<sup>nd</sup> Saturdays  
**KEEP HOLLYWOOD BEAUTIFUL BEACH SWEEP**  
Volunteer to help remove litter and debris from the beach. Service hours are available for students.  
Charnow Park  
7 - 11 am  
954.967.4526



3<sup>rd</sup> Saturdays  
**ARTWALK**  
Join art lovers & stroll through Downtown and the ArtsPark. Complimentary refreshments at all galleries & participating businesses.  
5 - 10 pm Pick up guided map at Visitor Information Canopy at Anniversary Park, 20<sup>th</sup> Avenue and Hollywood Boulevard  
FREE • 954.921.3016

Some Saturdays  
**Concerts at the ArtsPark**  
Free concerts monthly. Bring a beach chair or blanket for lawn seating.  
5/11 - Dirty Dozen Brass Band  
6/15 - Monsieur Periene  
6/22 - Chucho Valde's  
7pm ArtsPark at Young Circle  
FREE • 954.921.3404



# ADULT & SENIOR ACTIVITIES

## ARTSPARK AT YOUNG CIRCLE

City of Hollywood, Florida

Bid F-4618-19-JE

CLASS	DAY	TIME	COST
Capoeira	M/Th	7:00 - 8:00 pm	\$100/ month 954.565.2848
Glass Blowing Walk-In Workshop	M/W/Th/F/S	5:00 - 10:00 pm	Starting at \$40 954.732.7231
Jewelry & Metal Design	W	10:00 am - 12:00 pm	Please call 305.450.5125
Latin Dance Fitness	Th	6:00 - 7:00 pm	\$15/ class 954.274.7705
	S	12:00 - 1:00 pm	\$10/ class 954.274.7705
Painting / Printmaking / Drawing	M - F	12:00 - 6:00 pm	\$80/ 5 classes 954.257.6862
Salsa for Beginners	W	8:00 - 10:00 pm	\$10/ class 754.244.7246
Shotokan Karate	T	8:00 - 9:00 pm	\$50/ month 954.505.3580

CLASS	DAY	TIME	COST
Adult Special Needs Movie	W	10:45 am	Free
Alzheimer's Support Group	W	10:30 am	Free
Ballroom Dance with Simon	Tu	6:00 - 7:15 pm	\$10/ class
Bereavement Group	T	11:00 am	Free
Bereavement Group - Spanish Spkrs	2 <sup>nd</sup> & 4 <sup>th</sup> Th	12:30 - 2:00 pm	Free
Bingo	F	1:00 - 3:00 pm	\$1 card
Blood Pressure Check	M	9:30 - 11:30 am	Free
Brain Stimulation	Th	1:00 pm	Free
Broward Meals on Wheels	M-F	12:00 noon	Free or suggested donation of \$2
Chair Exercise	M/W/F	9:00 - 9:40 am	Free members • \$5 non-members
Crafts for Seniors	1 <sup>st</sup> Tu	1:00 pm	Free (bring special supplies as needed)
Craft Class	M	12:30 - 1:30 pm	Free members • \$5 non-members
Dominoes	W	12:30 - 2:00 pm	Free
English for Spanish Speakers	M	10:00 am	Free
Enhanced Fitness	W	11:00 am	Free
ESL	M/Tu/Th	9:00 - 10:00 am	Free
Hand & Foot	Tu/F	10:15 am	Free
Heart Rate Safe - Cardio work-out	Tu	12:30 - 4:00 pm	Free members • \$5 non-members
Jugando Dominos	M/Tu/Th	10:15 - 11:00 am	Free members • \$5 non-members
Jugando Dominos	M	11:00 am	Free
Int'l Line Dancing (beg.)	Tu	11:30 am - 12:30 pm	\$6/ class - only open to Memorial members
Int'l Line Dancing (intermed.)	Tu	12:30 - 2:30 pm	\$6/ class - only open to Memorial members
Latin Dance with Simon	Tu	7:15 - 8:45 pm	\$10/ class
Latin Fitness	W	9:00 - 9:45 am	Free
Latin Fitness	Th	11:15 am	Free members • \$5 non-members
Manualidades (Span. speaking support group)	Th	12:00 pm	Free
Meditation	Tu	9:00 am	Free
Movie	W	1:00 pm	\$0.50
Movie for Spanish speakers	F	10:00 am - 12:00 pm	Free
Moving on Up (support group)	Tu	9:30 am	Free
Oigong/Chi Kung	W	10:00 - 11:00 am	Free members • \$5 non-members
Pilates	W	9:00 - 10:30 am	Free members • \$5 non-members
Pinochle	W	6:00 - 8:45 pm	\$5.50/ year - residents • \$11/ year - non-residents
Pinochle (experienced players)	W	9:30 am - 12:00 pm	Free members • \$5 non-members
Poker	M	1:00 - 4:00 pm	Free members • \$5 non-members
Reiki	F	1:00 pm	Free members • \$5 non-members
Spanish Social	M-F	9:00 am - 2:00 pm	Free
Square Dance with Chris	Tu/W	7:00 - 10:00 pm	\$6/ class
Tai Chi	Th	10:00 - 11:00 am	\$7 members • \$12 non-members
Work out with Pixie	F	9:00 - 9:40 am	Free
Yoga	M/Th	10:00 - 11:30 am	\$7/ class for members • \$12 non-members
Zumba	Tu	6:30 - 7:30 pm	\$5/ class

## BOULEVARD HEIGHTS COMMUNITY CENTER

### Now Featuring Programs for Adults with Special Needs at Boulevard Heights!

G & PG rated movies every Wednesday at 10:45 am

Chair exercise class every Friday at 9:45 am with a low impact workout

For more information, call 954.967.4235.

The City of Hollywood partners with the YMCA to bring a FREE enhanced fitness program for adults 55+. The program is marked with this symbol **Y**.

CLASS	DAY	TIME	COST
Antiques & Collectibles Club	1 <sup>st</sup> 2 <sup>nd</sup> & 4 <sup>th</sup> W	10:00 am - 1:00 pm	\$5.50 residents • \$11 Non-residents per year
Bridge Lessons	Call for days		\$25/ lesson
Bridge Supervised Play	Tu & Thu	12:30 - 1:00 pm	\$15/ day
Computer/Smart Phone Class	2 <sup>nd</sup> W	2:00 pm	Free - www.helpmeeric.com /954.903.4383
Craft Exchange	Th	9:00 am - 12:00 pm	\$5.50 residents • \$11 non-residents per year
Duplicate Bridge	M-S	12:30 - 4:00 pm	\$11/ day
ESOL (English for speakers of other languages)	M-F	8:00 am - 2:00 pm	Call for cost - 754.323.1900
Hollywood Garden Club	3 <sup>rd</sup> Tu	6:30 - 9:00 pm	www.hollywoodgardenclub.com
Material Girls	W	9:00 - 11:00 am	\$5.50 residents • \$11 non-residents per year
Quilting with Leyla & Carmen	M	9:30 - 11:30 am	\$5.50 residents • \$11 non-residents per year
Sculpture	Tu	1:00 - 3:30 pm	\$15/ class
Stamp Club	Tu	5:00 - 9:00 pm	Call for cost - 954.741.3875

## FRED LIPPMAN MULTI-PURPOSE CENTER

CLASS	DAY	TIME	COST
Global Village Pantry Feeding	F	11:00 am - 2:00 pm	Free
Open Play Table Tennis	Tu/Th	12:00 - 9:00 pm	Free
	Su	11:00 am - 5:00 pm	

## FRED LIPPMANN MULTI-PURPOSE CENTER @ SHUFFLEBOARD

## MCNICOL COMMUNITY CENTER

CLASS	DAY	TIME	COST
Adult Education Intensive Reading	M-F	8:30 am - 2:30 pm	\$10 activity / \$10 testing + \$30 tuition fee

# HOLLYWOOD BEACH CULTURE & COMMUNITY CENTER



The City of Hollywood partners with Memorial Healthcare System to provide wellness programs for people over 50 at some of our community centers. To become a Senior Partners Member and qualify for member rates, you can pay a \$25 one-time lifetime membership fee. Look for programs marked with this symbol  in the list of programs and classes below. For additional information, please call 954.924.2954 for HBCCC and 954.967.4458 for classes at Boulevard Heights.

CLASS
AA Topic Discussion Meeting
AARP Safe Driving Course
 Advanced Exercise
 Ballroom Dancing
 Basic Spanish
Bead
 Beginners Spanish
 Belly Dancing with Sandi
 Bereavement Support Group
 Bridge Lessons
 Bridge Play
 Chair Exercise
Chair Yoga with Mary
 Chess Lessons
Coin Club
 Heart Rate Safe Cardio Work-out
Laughter Yoga
 Lectures - Various Topics
 Lunch Bunch
 Maj Jongg Lessons & Games
Meditation - Mindful Exercise
 Need to Talk - Counseling for Seniors
 Painting with Sandi
Pilates Mat Class
 Reiki
Scrabble

Self-paced Computer Lessons
 Senior Trips
Smart Recovery (coping skills)
Suicide Loss
 Spanish - Intermediate
 Tai Chi/Qi Gong
Toastmasters
Trauma Sensitive Yoga for Veterans
 Walking Video
 Weight Class
Yoga for Parkinson's
Yoga Gentle Classes w/ Mary
 Yoga with Carol
 Yoga Nidra with Carol
Zumba
Zumba with Jane

## City of Hollywood, Florida

DAY	TIME
Tu	9:30 am
3 <sup>rd</sup> or 4 <sup>th</sup> Th	9:30 am - 3:30 pm
M/W	9:00 - 10:00 am
Tu	12:00 - 1:00 pm
W	10:00 - 11:00 am
F	9:30 - 11:30 am
W	10:00 - 11:00 am
Tu	12:00 - 1:00 pm
2 <sup>nd</sup> & 4 <sup>th</sup> W	12:30 pm
Tu & Fri	9:00 - 10:00 am
Tu & Fri	10:00 am - 12:00 pm
M/F	10:00 - 11:00 am
T/F	10:00 - 11:00 am
Th	12:00 pm
1 <sup>st</sup> & 3 <sup>rd</sup> Th	6:00 - 9:00 pm
Tu & Th	9:00 - 10:00 am
Th	7:00 - 8:00 pm
Tu	11:00 am
12:00 pm monthly, call 954.924.2954 for	
W	9:00 - 11:30 am
W	11:00 am - 12:00 pm
By appointment	
Th	9:30 - 11:45 am
Tu	9:30 - 10:30 am
Th	11:00 am - 12:00 pm
M/F	1:00 - 5:00 pm

COST
Free
\$15 AARP members • \$20 non-members
Free members • \$5 non-members
\$8 members • \$13 non-members
\$10 members • \$15 non-members
Class is free; Must pay for supplies
\$10 members • \$15 non-members
\$8 members • \$13 non-members
Free
Free members • \$5 non-members
Free members • \$5 non-members
Free members • \$5 non-members
\$8 class
Free members • \$5 non-members
See facilitator for fees
Free members • \$5 non-members
Free (donations accepted)
Free
where group is meeting. Everyone pays own check.
Free members • \$5 non-members
Free (donations accepted)
Free
\$15 members • \$20 non-members
\$17/ class \$50/ four classes
Free members • \$5 non-members
\$5.50/ year residents • \$11/ year non-residents
Call for schedule - 954.922.5287
\$30/ 1-hr instruction on your device
Cost varies per trip
Free
Free
\$10 members • \$15 non-members
\$7 members • \$12 non-members
Free
Free for Veterans, Active Military & their family members
Free members • \$5 non-members
Free members • \$5 non-members
Free for Parkinson's patients & their caregivers
\$12/ class or \$75/8 classes
\$10 members • \$15 non-members
\$10 members • \$15 non-members
\$24/ 2 day pass or \$15/ class
\$6/ class

## Bid F-4618-19-JE

# DAVID PARK COMMUNITY CENTER

CLASS	DAY	TIME	COST
Gamblers Anonymous	W	7:00 - 8:30 pm	Call 954.529.3794 for fee
South Florida Treasure Hunters	1st Mon	7:00 - 9:00 pm	Call 954.922.8874 for fee
Zumba Fitness with Louise	Tu/W/Th	6:00 - 7:00 pm	\$7/ class residents and non-residents 954.326.1698

CLASS	DAY	TIME	COST
Adult Tennis Clinics at David Park Tennis Center - 510 N 33 <sup>rd</sup> Ct	M - F Tu/Th	9:00 - 10:30 am 7:00 - 8:30 pm	\$25/ clinic - 954.967.4237 for information

# DAVID PARK TENNIS CENTER

# DRIFTWOOD COMMUNITY CENTER

CLASS	DAY	TIME	COST
Exceptional Theatre	M	6:30 - 8:30 pm	Call 954.729.3555 for fee
Karate	Tu/Th	6 - 7 pm	\$45/ mo - resident • \$55/ non-resident
Toastmasters	M	7 - 9 pm	Call 954.579.0823 for information

CLASS	DAY	TIME	COST
More than Conquerors	Th	6:00 - 7:30 pm	Free narcotic anonymous support group
New Millennium Senior's Program	M-F	10:00 am - 12:00 pm	Free
Senior Fit	M/W	10:00 - 11:00 am	Free

# DR. MARTIN LUTHER KING, JR. COMMUNITY CENTER

# ORANGEBROOK GOLF & COUNTRY CLUB

Lessons, Clinics & Fun for all ages  
Call for class schedule  
954.967.4653

CLASS	DAY	TIME	COST
Overeaters Anonymous (Spanish)	M	7:00 pm	Free - 305.332.5832 for information
Overeaters Anonymous (English)	Tu	6:30 pm	

# MEMORIAL OUTPATIENT CENTER FOR BEHAVIORAL HEALTH



# Summer at the Art & Culture Center



## Summer Arts Camp registration open

The Center's highly popular Summer Arts Camp program begins June 10, offering youth ages 4-18 a fun and exciting summer while expanding their knowledge and skills in the arts.

Summer Arts Camp will help bring out the artist and performer in your child with visual arts, performing arts, music, and interdisciplinary programs. Each session allows children and teens to practice the skills they've learned while preparing for a final exhibition and performance.

There is a variety of programs to suit each child's interests and skill level:

- Littlest Actors and Littlest Artists, for children ages 4 to 6 who want to express themselves creatively
- Young Actors and Young Artists, ages 6 to 12, is the popular choice for the child who loves to participate in both the visual and performing arts
- Broadway Actors, ages 8 to 18, is an intensive program for the talented performer who loves to be in the spotlight

A limited number of partial scholarships are available through our Arts Outreach Program for qualifying families.

For more information or to register for Summer Arts Camp, visit [artandculturecenter.org/summer-camp-19](http://artandculturecenter.org/summer-camp-19) or call 954.921.3274.

## Arts Aspire program seeks teens and young adults looking to gain experience this summer

The Arts Aspire program, which promotes strong leadership as well as college and career readiness, is seeking students and young adults ages 14-21 to be involved in Summer Arts Camp. Arts Aspire activities take place in a professional environment in which participants interact with students, instructors, and Center staff while contributing to art-making activities, exhibitions, and performances. Community service hours are awarded to Teen Arts Ambassadors. Stipends and payment opportunities may be available at the Arts Associate and Arts Apprentice levels.

For more information, visit <https://artandculturecenter.org/arts-aspire> or call 954.921.3274.

## Broadway Actors to perform two Junior Broadway productions this summer

Come watch Summer Arts Camp's Broadway Actors in two evening Junior Broadway productions at the 500-seat Hollywood Central Performing Arts Center, located at 1770 Monroe Street (US1 and Monroe St.).

On Friday, July 5, and Saturday, July 6, at 5:30 p.m., Broadway Actors will take you to England in 1910 and introduce you to the troubled Banks family in the supercalafragilistic Mary Poppins, JR.

On Friday, August 9, and Saturday, August 10, at 5:30 p.m., they bring the jungle to the stage in Madagascar – A Musical Adventure JR., based on the smash DreamWorks animated motion picture.

All performances are open to the public. Admission is \$10.

## Cuisine for Art to honor Pulitzer Prize winner Dave Barry

Art and Culture Center/Hollywood's 22nd Annual Cuisine for Art fundraiser

will take place at the Event Center at the Seminole Hard Rock Hotel & Casino Hollywood.

This year's honoree is South Florida-based Pulitzer Prize-winning humorist and writer Dave Barry. This fundraiser features elected officials and community leaders serving as Celebrity Waiters during an exciting and entertaining evening. Guests enjoy complimentary wine, beer, bourbon and vodka cocktails, a three-course dinner, live entertainment, and an awards presentation. For more information, or to buy tickets or an ad, visit [artandculturecenter.org/2019-cuisine-for-art](http://artandculturecenter.org/2019-cuisine-for-art)

## UPCOMING EVENTS

**Cuisine for Art fundraiser** – May 16 at 6 p.m.  
Seminole Hard Rock Hotel & Casino - \$150 per ticket.

**Personify Opening Reception** - June 7 at 6 p.m.  
Art and Culture Center Galleries - \$10 admission, Free for Members. Personify will run through August 18.

**Mary Poppins, JR.** - July 5 & 6 at 6 pm  
Hollywood Central Performing Arts Center - \$10 admission

**Free Arts! Family Day** - Free admission and family art activities from noon to 4 p.m. on the third Sunday of every month. Upcoming dates: May 19, June 16, and July 21.

For more information visit [www.artandculturecenter.org](http://www.artandculturecenter.org).

**GLASSBLOWING STUDIO**  
Walk-in Workshops, Free Live Demonstrations  
and Gallery Hours

Monday, Thursday 7 - 10 p.m.  
Friday, Saturday 7 - 10 p.m.

\*To make a private reservation outside of  
our hours of operation please visit  
[www.HollywoodHotGlass.com](http://www.HollywoodHotGlass.com)

**JEWELRY MAKING STUDIO**  
CREATE YOUR OWN JEWELRY!  
Beginners welcome  
Call Esther at 305.450.5125  
to schedule a lesson



# Hollywood Police *out & about*

### Chris Hixon Memorial Run

The Hollywood Police Department was honored to take part in the inaugural Chris Hixon Memorial 5k Run in February to celebrate Chris's life and raise funds for the Athletic Scholarship for student athletes in his honor. Every step taken was in tribute to Chris and the sacrifice he made that day to run into harm's way to save others at Marjory Stoneman Douglas High School.

### Voluntary Gun Buyback Event

In March, the Hollywood Police Department held a voluntary Gun Buyback in partnership with the organization 4FNow (Fewer Firearms Fewer Funerals). Sixty-five unwanted firearms were collected by the police department to be disposed.

In exchange for working firearms, participants received gift cards valued from \$75 to \$250 with funds raised by 4FNow.

"The Hollywood Police Department takes the safety of everyone who lives in, works in, or simply visits the City of Hollywood very seriously. That's why programs like this are very important to this agency. If our gun buyback program prevents even one gun from falling into the hands of someone who would use it to commit crime in our city, then we would be successful in our goal of making our community safer," said Police Chief Chris O'Brien. "Our partnership with Debbi Hixon and 4FNow on this gun buyback program not only helps take guns off the street, but also provides a safe, effective way for residents to dispose of firearms they no longer have a use for."



### Inspiring Stories from our Facebook Page

Working as a waitress at a diner in the neighborhood where, four years earlier, she had been walking the streets, Alisa F. was surprised to find herself waiting on the Hollywood Police officer who had arrested her years earlier. "I wanted to prove to myself that I could be in that neighborhood and stay clean and sober. So when I found myself serving that officers that arrested me, I had to ask if he remembered me." After reminding Lieutenant Switzer of the circumstance in which they first met, she saw the look on his face of how proud he was that she had undergone such a profound transformation. No longer an addict or living on the streets, Alisa has transformed herself and her life and shared her story of recovery on Facebook.

"He said to me, 'I'm sorry I had to arrest you as a part of my job,' and I told him, 'It's okay, I understand now that you saved my life. I'm grateful you arrested me and got me off the streets,'" said Freeman. 4 years to the day, Lieutenant Switzer, purely by chance, walked in for lunch and back into Alisa's life. "It felt like fate. While explaining to him what a special day it was for me, I started to cry and asked him to take a photo so I could have a reminder of the person who changed my life." Alisa's message of hope to those are still struggling with addiction, "if I can do it, so can you!"

For information about substance recovery and wellness resources, visit [www.hollywoodfl.org](http://www.hollywoodfl.org) and search "Substance Recovery."

News & Tips

PUBLIC SAFETY

7/16/2019 2:52 PM



**HPD's RUOK Program Lets Seniors Know They Are Alone**

It all starts with the question: Are you okay?

The Hollywood Police Department has a program in place to check on the welfare of the City's elderly population. Members of HPD's Teletype Unit makes daily calls to elderly residents participating in the RUOK program to check on their well-being. If there is no answer, further steps are taken to confirm the resident's condition and/or status and officer is dispatched to perform a welfare check at the residence.

Are you a resident, or do you know a resident who would benefit from this program? To register or to find out more information, call the Public Affairs Unit at 954.967.4371.

**Neighborhood Team Leaders Help Homeless Family Get Back on Their Feet**

"They were staying in a back room, they had only bathrooms and sinks in the back, no showers, and they had some supplies but they didn't have that much, and they didn't know how much longer they would be able to stay at the church. So we started rallying the troops." ~ Ofc. Truntz. Officers Dwayne Chung and Anthony Truntz were highlighted by CBS Miami and the Hollywood Gazette for their dedication to helping a homeless family of seven in need. The officers noticed the family living in the back of a church and immediately set out to assist them. In conjunction with the CIRC Hotel and the Jubilee Center, they were able to get the family food, clothing, school supplies, housing, and even a job for the parents at the CIRC Hotel.



Hollywood Gazette: [www.hollywoodgazette.com/2019/02/26/the-cops-the-homeless-family/](http://www.hollywoodgazette.com/2019/02/26/the-cops-the-homeless-family/)

CBS Miami: <https://miami.cbslocal.com/2019/02/07/community-comes-together-to-help-homeless-family-of-7-in-hollywood/>

# Hollywood Receives Grant for Fire Safety Kits

The City of Hollywood Fire Rescue and Beach Safety crews of Engine and Rescue 40 were out in full force continuing Fire Prevention Week activities by visiting select high-rise condominiums in Hollywood. After receiving a \$10,000 grant from the Hartford, the City's Fire Marshal Office purchased kitchen fire safety kits for approximately 4,600 high-rise residents. Statistics show the majority of residential fires occur in kitchens due to unattended cooking. Captain Biglin and his crews hand delivered the safety kits as part of the department's Community Risk Reduction strategy that is specifically designed to prevent these types of fires.

According to the NFPA website, in 2009-2013, U.S. fire departments responded to an estimated average of 14,500 reported structure fires in high-rise buildings per year. These fires caused an average of 40 civilian deaths, 520 civilian injuries, and \$154 million in direct property damage per year (NFPA report, November, 2016).

Recent high-rise fires, like the London Grenfell high-

rise tragedy resulted in seventy one deaths. Hawaii also experienced a high-rise tragedy in July of 2017 where three lives were lost and 12 people were injured. Both high-rise buildings were unsprinklered. The City of Hollywood has 33 unsprinklered high-rise condominium buildings which have all opted out of the requirement to fire sprinkler their building per language found in chapter 633 of Florida Statute. There are 4,533 residential units in those 33 unsprinklered buildings. The kits were hand delivered by the Hollywood Fire Rescue and Beach Safety Department to the residents of all 33 unsprinklered high-rise buildings in an effort to assist with fire prevention. The cost was \$9200 using an approved vendor, Fire Safety Education. The remaining \$800 was used to replenish fire prevention materials for City sponsored fire safety events, such as Joe DiMaggio Children's hospital visiting cancer patients.

The City of Hollywood is grateful to the Hartford Group for assisting City of Hollywood residents being fire safe.

# Hollywood Dune is getting a makeover



On Hollywood Beach, the dune at Eucalyptus Terrace is getting a makeover thanks to Broward County's Coastal Dune Restoration Grant Program. The City of Hollywood was awarded a \$5,000 grant in March to restore the dune. The City is matching the grant with its own funds and in-kind support.

In February, crews removed all of the non-native plants from the dune. The City partnered with the Youth Environmental Alliance who organized over 75 volunteers from Wells Fargo in April for their Day of Service in honor of Earth Day to replant the open spaces with sea oats, grasses and other native species purchased with grant funds.

This makeover is part of the City's coastal resilience plan, and the dune will showcase their importance and value to a healthy, functioning ecosystem. Dunes reduce sand loss, mitigate storm surges, help protect coastal properties, and protect habitat for sea turtles.

Watch for photos of the dune after planting in the next issue of New Horizons.



City of Hollywood Youth Ambassadors traveled to Tallahassee to participate in Florida League of Cities Legislative Action Days in March. They learned from legislators and Florida League of Cities staff about what was included in the legislative session for municipalities.



# Hollywood is Going Solar

The 2nd Broward County Solar Co-Op Conference and Launch Event took place in Davie this past March. City of Hollywood Planning Administrator Fitz Murphy was on-hand representing the City at the "GO SOLAR with the Broward County" Solar Co-Op - Solar United Neighbors event.

A solar co-op is a free way for residents and small businesses to explore solar energy, while bundling savings with neighbors, and getting expert help from the nonprofit Solar United Neighbors. Broward County supports this solar co-op as one of the strategies for reaching the 20% renewable energy goal and reducing emissions to mitigate local climate change impacts.

The event featured many agencies and municipalities, Hollywood included, who spoke about their efforts to support renewable energy education and adoption, as well as other sustainability measures to ensure a continued high-quality of life enjoyed in Broward County.



# Achieving

## Excellence in Education



### NBC 6 Brags About Attucks Middle School

NBC 6 has a weekly segment on the 11 a.m. news that showcases incredible schools in South Florida. Attucks Middle School was recently featured in the segment and Reporter Ari Ozner talks about how Attucks is the only all-magnet, all-Cambridge middle school in Broward County and how the school sets itself apart.

You can view the video that aired on NBC 6 at <https://www.nbcmiami.com/news/local/Brag-About-Attucks-Middle-School-508612871.html>

### Hollywood Schools Receive Magnet School Awards

Three Hollywood middle schools were among the four county schools to be recognized with Magnet Schools of Excellence awards by Magnet Schools of America (MSA). Each year, MSA recognizes magnet schools and programs throughout the nation for their commitment to high academic standards, curriculum innovation, successful diversity efforts and parent/community involvement that enriches the magnet themes. The schools were recognized at a special awards ceremony in April at the 37<sup>th</sup> Annual Magnet Schools of America Conference in Baltimore, Maryland.

#### SCHOOL MAGNET THEME MSA MERIT AWARDS

Attucks MS - Cambridge Global Communications Academy Magnet School of Excellence  
McNicol MS - Science, Technology, Engineering, and Mathematics (STEM) Magnet School of Excellence  
Apollo MS - Science, Technology, Engineering, and Mathematics (STEM) Magnet School of Distinction

For more information on magnet programs in Broward County Public Schools, go to [browardschools.com/innovativeprograms](http://browardschools.com/innovativeprograms).

### Broward Technical Colleges #1 in State for Industry Certifications Earned

For a third consecutive year, Broward County Public Schools (BCPS) career and technical education

students at the three Broward Technical Colleges technical colleges, including Sheridan Technical College, and are #1 in the state – earning the highest number of industry certifications for the 2017/18 school year. Students at these schools outperformed their counterparts in the state by more than 14 percent, with 856 credentials.

The achievement of Broward Technical Colleges students in earning industry certifications qualifies the District for \$646,000 from the state, as part of the Florida Department of Education postsecondary Florida Career and Professional Education Act, also known as CAPE. Beginning in 2014, the Florida legislature agreed to fund nationally recognized industry certifications earned by postsecondary students in 28 occupational programs. Since the inception, BCPS technical college students have earned more than 3,150 credentials and over \$2.6 million in additional funding for the three technical colleges.

Broward Technical Colleges offer more than 70 certificate programs. To learn more about Broward Technical Colleges, visit [browardtechnicalcolleges.com](http://browardtechnicalcolleges.com).

### BCPS Receives \$60,000 Grant to Support Students Using STEM for Social Good

Broward County Public Schools (BCPS) recently received a \$60,000 grant from All Points North Foundation to support the District's #BrowardCODES for Social Good initiative, STEMpathy. As part of the STEMpathy initiative, middle school students in 30 schools are participating in clubs focused on supporting social and emotional learning experiences, while using computer science and STEM to solve real-world problems in their communities. Students participating in STEMpathy work as teams to create their community projects, which may include developing a computer app, creating a physical device such as assistive technology for individuals with disabilities, or working on solutions related to the United Nations' sustainable development goals (providing clean water, reducing poverty, eliminating hunger, supporting quality education, creating peace and more).

This funding provides schools with the resources to implement the STEMpathy projects, develop prototypes, fund teacher stipends, offer professional development opportunities and host a showcase of student projects, which took place on May 4<sup>th</sup> at Atlantic Technical College, Arthur Ashe, Jr. Campus. For more information on All Points North Foundation, visit [allpointsnorthfoundation.org](http://allpointsnorthfoundation.org).

# Investing in Our Future Water Main Projects Underway

- The Department of Public Utilities is working to replace aging water mains in several areas of the City. This is part of the Department’s comprehensive plan to ensure safe, reliable drinking water both now and into the future.
- **Johnson Street to Taft Street between N. 66th Avenue and N. 76th Terrace**
- Reynolds Construction, LLC. has replaced approximately 100,200 linear feet of water mains (various sizes), 1,320 residential and commercial water service lines and installed 66 new fire hydrants. Installation of the water mains and relocation of the water meters from the backyard to the right-of-way are complete. Final resurfacing of affected roads is ongoing. Construction began
- in February 2017 and the project is currently 90% complete. Project completion date is July 2019. Project Cost: \$13,485,320.
- **Moffett Street to Hollywood Blvd. between South Federal Hwy. and the Intracoastal Waterway**
- Ric-Man Construction Florida, Inc. is replacing approximately 138,000 linear feet of water mains (various sizes), 2,555 residential and commercial water service lines and installing 169 new fire hydrants. Construction activities began in May 2018 and project is currently 40% complete. Project completion date is October 2020. Project Cost: \$20,563,144.

## Wrap Up

### Johnson Street Utility Improvement Project



Over the past year, the City of Hollywood Department of Public Utilities contractor, Roadway Construction, LLC has been working along the Johnson Street corridor between US 441/SR 7 to 56th Avenue on the multimillion dollar utility improvement project. Crews have replaced approximately 3,000 linear feet of water main lines, installed approximately 2,500 linear feet of new gravity sewer mains and constructed new “manhole” utility access shafts. Almost 1,100 linear feet of drain fields have also been installed that will assist with stormwater runoff and drainage. Approximately 3,000 linear feet of new water re-use pipelines have also been installed for future irrigation purposes. Final roadway asphalt and stripping are the last of the projects closing out this important phase of revitalization that is underway along this major corridor. As a reminder, the restaurants, community agencies, and other local businesses along the Johnson Street Corridor are open for business and accepting new customers.

For more information about the City of Hollywood’s utilities services and projects, please visit [www.hollywoodfl.org](http://www.hollywoodfl.org) and search “Public Utilities”

**UTILITIES  
PROJECT  
UPDATE**

# Hollywood Named Water Partner of the Year

The City of Hollywood has been named the 2019 "Water Partner of the Year" by Broward County. Hollywood's Department of Public Utilities (DPU) is one of 19 Broward County public water providers who work together on a variety of educational and incentive efforts to increase water conservation and are known as the "Broward Water Partnership" (BWP).

Hollywood was recognized by the BWP for decreasing citywide water usage by 5% between 2017 and 2018 and for its holistic approach to conservation. The DPU partners with several other departments including Public Works and Parks and Recreation to achieve this water savings.

The DPU provides education through annual outreach at events such as Water Matters Day, Funtastic Friday Goes Green. Conservation and other water educational materials are provided by DPU and made available at all Community Centers. Conservation and pollution prevention materials are distributed to residents via New Horizons, email notifications, on the City's website and social

media accounts.

Hollywood also offers conservation incentive programs such as the popular retrofit toilet rebate program, which allows DPU water customers to apply for water bill credits of up to \$100/each for replacing older water-wasting (3 gallons or more per flush) toilets with new more efficient ones. The new toilets must be EPA Water Sense approved and forms, receipts, and photos must be provided to receive a credit. This program has resulted in the replacement of over 4,000 high use pre-1992 toilets with new fixtures that use less than half the water with each flush. Please visit [www.hollywoodfl.org/404/Toilet-Rebates](http://www.hollywoodfl.org/404/Toilet-Rebates) to see details on this program or to fill out a rebate application. DPU also offers a showerhead exchange program. Older inefficient showerheads can be exchanged for new ones at the Water Customer Service counters; please call for pre-approval if exchanging more than 2 showerheads. Commercial water users can also arrange to exchange their industrial pre-rinse spray valves for new more efficient ones.

## Water Matters in Hollywood



In March, the City of Hollywood participated in the celebration of the 17<sup>th</sup> Annual Water Matters Day at Tree Tops Park in Davie.

As a co-sponsor and exhibitor, City of Hollywood Department of Public Utilities enthusiastically promoted environmental programs which focused on water conservation,

stormwater pollution prevention and natural resources protection.

There were presentations showing the water treatment

process and water conservation. An educational demonstration highlighting stormwater pollution prevention received a lot of attention from the guests of all ages. Visitors learned that pesticides and fertilizers cause algae blooms and it is important to keep them away from our water bodies. Additionally, they were informed that grass clippings should be returned to the lawn instead of being blown into storm drains where they can clog the stormwater system and cause flooding. Attendees were also educated on how to properly dispose of motor/cooking oils and household hazardous waste. Participants in various demonstrations received doggie bags to promote the Pet Waste Program.

It was a great day to impart the importance of water conservation in our daily lives, as well as the role that each of us have in protecting our water resources.



Want to upgrade to your home irrigation system? Broward County will be offering rebates to property owners who install EPA WaterSense-labeled smart irrigation controllers and pressure regulating spray bodies. The rebates will be on a first come, first served basis, so you'll want to get your application in beginning Monday, May 13th. For more information and the application, visit: [www.broward.org/irrigationrebate/Pages/default.aspx](http://www.broward.org/irrigationrebate/Pages/default.aspx)

For questions, please call 954.519.1258 or 954.519.1273.

# Know your Collection Days

## Garbage, commingled material & recycling



Use the color-coded map to find your collection days.

Wednesday	- Commingled & Garbage
Saturday	- Recycling & Garbage
Wednesday	- Recycling & Garbage
Saturday	- Commingled & Garbage
Tuesday	- Commingled & Garbage
Friday	- Recycling & Garbage
Monday	- Commingled & Garbage
Thursday	- Recycling & Garbage
Tuesday	- Recycling & Garbage
Friday	- Commingled & Garbage
Monday	- Recycling & Garbage
Thursday	- Commingled & Garbage

Items should be placed out for pickup no earlier than 24 hours before collection day. Garbage and recycling carts should be properly stored on your property after collection.

## Recycle Right, Hollywood!

Are you a conformist or a nonconformist when it comes to recycling? Are you a wishful recycler?

**Conformists** – Sort and clean all recycling appropriately; only recycle items that are recyclable

**Nonconformists** – Don't follow the guidelines and use the recycle bin as a trash can

**Wishful recyclers** – Include items that are not recyclable, wishing that they were, which contaminates the load

Contamination wastes energy and time and increases costs. Plastic shopping bags are a common contaminant of mixed-recycling bins. Plastic bags entangle the sorting equipment. Workers have to shut down the machines and spend hours removing the offending material.

Eliminate contamination. Only recycle items that are recyclable. Do not bag your recycling. Put loose items directly in the bin.

Recyclables are a commodity, and there are economic limits to recycling. Until 2018, most recyclables were shipped to China. However, they were so often contaminated with dirty

material and material that is not recyclable that China curbed their import and began enforcing a 0.5% contamination rate. They will institute a complete ban of mixed paper and plastics by 2020. This change has created an oversupply in the markets and prices have fallen dramatically. Cities are reexamining their recycling programs – what is collected and how much it costs – to adjust to this new environment.



Tangled recycling sorter

Recycling is still cheaper than putting it in a landfill. Florida's statewide recycling goal is 75% by 2020. Currently, Hollywood recycles 22% of its solid waste. This means a lot of recyclable material is going to a landfill when it could have a new life as aluminum drink cans, paper products, and other useful items. Do your part to help get Hollywood to 75%!



In recognition of National Arbor Day, the Public Works Department planted a Gumbo Limbo tree in a Butterfly Garden at N. 26th Avenue and Arthur Street. This butterfly garden was recently renovated with new plantings after being damaged in Hurricane Irma. Vice Mayor Callari, Clifford Germano, Patricia Antrican, Karen Caputo and the entire North Central Civic Association participated in this project. The City of Hollywood has been recognized by the Arbor Day Foundation as a Tree City USA community for 40 consecutive years.

Spotlight on



For more information on businesses or events in Hollywood's Downtown and Beach districts, call the Hollywood CRA at 954.924.2980 or visit [www.hollywoodcra.org](http://www.hollywoodcra.org)

## Functional Medicine Center Opens in Downtown Hollywood

Whether you're looking to lose weight, feeling tired or lacking energy, or dealing with a chronic medical issue, Ark Wellness Center, located at 1918 Harrison Street, can help you rebalance and get on the path to ideal physical and mental health through Functional Medicine.

"Functional Medicine," explained owner Joshua Gothelf, a certified Physician Assistant, "is getting to the root cause of any health issue that someone has. While traditional medicine alleviates symptoms, a pill can only do so much. We get to why the issue exists in the first place and then go from there."

For Gothelf, the root cause of most issues can be found in the gut. So his focus is mainly on nutrition, as well as getting the patient into the right mental and emotional state. Staff includes his wife Sheera, a licensed Clinical Social Worker; Jennifer Friedman, a Licensed Massage Therapist; and Dr. Marshall Silk, D.O., the medical director, who oversees the whole business.

Ark Wellness also provides counseling services, medical massage, and Craniosacral therapy, a form of bodywork which uses gentle touch to palpate the synarthrodial joints of the cranium, and is designed to improve the functioning of the nervous system to relieve pain and improve mobility.

To set up an appointment for a free health assessment, in-depth lab report analysis, or to learn more about any of their unique programs and supplements, visit Ark Wellness at [www.arkwellnesscenter.com](http://www.arkwellnesscenter.com), call 954.888.8335 or email [arkwellnesscenter@gmail.com](mailto:arkwellnesscenter@gmail.com).

For more information about redevelopment projects, businesses and events in Hollywood's Downtown and Beach Districts, call the Hollywood Community Redevelopment Agency (CRA) at 954.924.2980 or visit [www.hollywoodcra.org](http://www.hollywoodcra.org).



More than 9,000 people came out to the ArtsPark at Young Circle for the 6<sup>th</sup> Annual Hollywood Salsa Festival in April. The Hollywood Salsa Festival featured performances by Puerto Rican Power and Melina Almodovar, and a special appearance by Tito Puente Jr. along with Latin food, arts & crafts, and much more.

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# Flood Protection Advice and Assistance Available

Floodwaters can quickly destroy your home and your belongings. After the flood waters recede, the average person is out of their property for around 9 months while it dries and is refurbished. This extended period of time puts a major strain on families and/or businesses and commercial organizations. There are steps you can take to substantially cut down your risk such as being aware of the flood zone for your location, planning and preparing in advance if a flood is anticipated, and taking action to protect your home or business from being flooded.

The City of Hollywood’s Public Utilities staff are available to provide flood protection advice and guidance in an

effort to keep yourself, your family and your property safe.

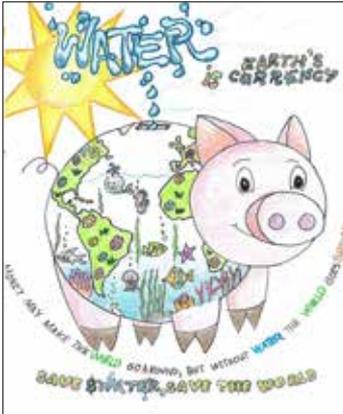
Staff is available to help you determine:

- Flood zone for your location
- How to protect yourself, your family, and your property
- Property insurance guidance for flood hazard
- How to build or remodel responsibly
- Steps to protect the environment to minimize risk

Call 954.921.3930 or visit the Building Division in person at City Hall and ask to speak with Wilford Zephyr or Alicia Vereia-Feria.

## Students Blend Art & Science for

# “Drop Savers” Poster Contest & Gallery Show



Art and science come together as local students create artistic messages about the importance of water for Hollywood’s annual “Drop Savers” Water Conservation Poster

Contest. This state-wide contest, open to kindergarten through high school students, is sponsored by the Florida Section of the American Water Works Association (FSAWWA). The program is designed to educate students about the importance of water while engaging them in conservation messaging through the poster-creation process. Although the FSAWWA sponsors the overall contest, participating municipalities oversee their local program. The Department of Public Utilities has overseen Hollywood’s program since 1994.

Hollywood’s first-place entries in each age category will go on to compete in the FSAWWA state finals for additional prizes. AWWA judging is based on originality, creativity, and relation to the water conservation theme. Hollywood has had numerous entries earn places in the state finals over the years. The top entries in each category will be celebrated by the Mayor and Commission at a special

Awards Ceremony in May.

The Department of Public Utilities also hosts a special Drop Savers Gallery Show for older students at the ArtsPark at Young Circle Gallery. This show was designed to share some of the most original and creative water conservation-themed pieces submitted by 6<sup>th</sup> through 12<sup>th</sup> grade students with the public. All 6<sup>th</sup>-12<sup>th</sup> grade works that placed in the original competition (first, second, third) are included in the show. Additional works are added based on their artistic merit, originality, or unique messaging about the importance of water. Thousands of posters are created for Hollywood’s competition each year and 26 works from 6 schools - Apollo Junior High School, Avant Garde Academy, Beachside Montessori Village School, Little Flower Catholic School, Nativity Catholic School, and South Broward High School - were chosen for the 2019 Gallery display.



## Question and Answers for Bid #F-4618-19-JE - New Horizons Quarterly Newsletter (Printing, List and Mail Preparation Services)

### Overall Bid Questions

There are no questions associated with this bid.