



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: May 17, 2017

FILE: PR-17-171

TO: Sylvia Glazer, Director, Public Works

FROM: Linda Silvey, Contracts Officer, Procurement Services *LS*

SUBJECT: Blanket Purchase Order Final Renewal for B002509 with Bergeron Emergency Services, Inc for Emergency Response and Recovery Services.

ISSUE:

The current period of the above contract expires **July 31, 2017**. The contract is renewable for a one year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

EXPLANATION:

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

RECOMMENDATION:

Please reply as soon as possible by returning this memo appropriately filled out, signed and dated.

Date: 5/18/17

To: Linda Silvey, Procurement Services

The Director recommends the following:

☒ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 45.5121.00000.534.00317.

☐ DO NOT renew this contract. See attached memo explaining the reason(s).

☐ DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

☒ Estimated annual usage/expenditure is \$25,000

By: *[Signature]*

Title: Public Works Director



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Department/Office Contract Renewal Evaluation

Date: <u>5/22</u>	
Department/Office: <u>6100</u>	Division/Area: <u>5121</u>
Contact Person: <u>Charles Lassiter</u>	Title: <u>Environmental Supv. Supt.</u>
Contact phone number: <u>4207</u>	Contact Email: <u>classiter@hollywoodfl.org</u>
Purchase Order/Blanket Purchase Order #: <u>B002509</u>	
Contract Expiration Date: <u>7/31/17</u>	
Vendor: <u>Bergeson Emergency Services</u>	Contact Person: <u>Brian Thomason</u>
Contact phone number:	Contact Email:
Good/Service:	Solicitation #:

1. How would you rate the quality of goods/services?

☐ Excellent
 ☐ Good
 ☐ Satisfactory
 ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☐ Excellent
 ☐ Good
 ☐ Satisfactory
 ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☐ Yes
 ☐ No

If no, please explain?

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☐ Yes
 ☐ No
 ☐ Did not need to contact

If no, please explain?



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

6. Has the invoicing been timely, accurate and in accordance with the contract?

☐ Yes ☐ No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

Contract is for emergency services and has not been utilized.

Department/Office Director's Name: _____

Sylvia Glazer

Department/Office Director's Signature: _____

[Handwritten Signature]



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

2600 HOLLYWOOD BLVD. • ROOM 303 • P. O. Box 229045 • ZIP 33022-9045
PHONE: 954-921-3299 • FAX: 954-921-3086

May 17, 2017

Bergeron Emergency Services, Inc.
Attn: Brian Thomason, V.P.
19612 SW 69th Place
Fort Lauderdale, FL 33332

Dear Vendor:

Our Agreement for Emergency Response and Recovery Services for the Public Works Department based upon RFP-4361-13-IS, Blanket Purchase Order B002509, expires on July 31, 2017.

The Procurement Services Division would like to renew the agreement for a one (1) year period under the terms, conditions and pricing as the City of Hollywood Blanket Purchase Order B002509 (copy attached).

If you are willing to honor your bid pricing and renew this agreement, please sign below. If you are not, please sign and explain reason(s) in a separate letter.

Renewal is subject to the receipt of all required insurance certificate(s).

Per the RFP document, you are responsible to furnish the City of Hollywood a performance/payment bond(s) to be in effect during the hurricane season(s) (June 1 through November 30) annually for the duration of the award period(s) in the total amount of the Agreement.

Please forward updated insurance certificates, bond documents and updated contact information directly to Procurement Services along with your response.

If you have not already done so, please forward updated certificates directly to Procurement Services.

Thanks for your help with this matter and as always, please contact me or Michelle Lemire at 954-921-3200 or e-mail LSilvey@hollywoodfl.org or MLemire@hollywoodfl.org if you have any questions.

Sincerely,


Linda Silvey, Contracts Officer
Procurement Services Division

I agree: _____
(Signature)

I disagree: _____
(Signature)

Name: Ronald M. Bergeron, Jr.
(Typed or Printed)

Date: 5/19/2017

Michelle Lemire

From: Horace McLarty
Sent: Tuesday, June 06, 2017 10:44 AM
To: Michelle Lemire
Cc: Paul Bassar
Subject: FW: Auto Insurance
Attachments: BERGE-599746.pdf

COI is good

Bond is good (coverage verified by bond company)

Office of Labor Relations
Phone: 954-921-3292
Fax: 954-921-3678

Bergeron
Emergency
Services, Inc

From: Michelle Lemire
Sent: Tuesday, June 06, 2017 9:47 AM
To: Horace McLarty
Subject: FW: Auto Insurance

Michelle Lemire

Michelle Lemire

Procurement Services Specialist
City of Hollywood
Office: (954) 921-3223 ext 3223

From: Jason Ottilige [<mailto:JOttilige@bergeroninc.com>]
Sent: Tuesday, June 06, 2017 9:36 AM
To: Michelle Lemire
Cc: Christy Fink
Subject: RE: Auto Insurance

Good Morning Michelle,

Please see the attached revised COI to include additionally insured on auto.

Please call or email with any questions.

Respectfully

Jason Ottilige, Operations Manager
Bergeron Emergency Services, Inc.
19612 S.W. 69th Place
Fort Lauderdale, Florida 33332
Cell: (786) 554-3270
Office: (954) 680-6100 Ext. 223
Fax: (866) 757-7656
Email: jottilige@bergeroninc.com



CERTIFICATE OF LIABILITY INSURANCE

BERGE-5

OP ID: LE

DATE (MM/DD/YYYY)

06/06/2017

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Brown and Brown-Tallahassee	CONTACT NAME: DENISE D'ABATO PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: DDABATO@BBDAYTONA.COM														
INSURED BERGERON EMERGENCY SERVICES INC 19612 SW 69TH PLACE FT LAUDERDALE, FL 33332	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B : American Guarantee & Liability</td><td>26247</td></tr><tr><td>INSURER C : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D : Steadfast Ins Co</td><td>26387</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co.	16535	INSURER B : American Guarantee & Liability	26247	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Steadfast Ins Co	26387	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GLO5821549	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
D	<input checked="" type="checkbox"/> PROFESSIONAL LIAB			EOC5532928	01/01/2017	01/01/2018	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROF LIAB \$ 1MIL/2MIL
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BAP5821547	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC9382254	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC5821552	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EQUIPMENT FLOATER			UM00054270MA17A	01/01/2017	01/01/2018	LEASE/REN 600,000
D	POLLUTION			EOC5532928	01/01/2017	01/01/2018	OCC/AGG 10MIL/10MIL

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

RE: RFP-4361-13-IS
CITY OF HOLLYWOOD IS ADDITIONAL INSURED REGARDING GENERAL LIABILITY AND AUTO LIABILITY PER FORM UGL1175FCW 0413, UCA424ECW 0411. 30 DAY NOTICE OF CANCELLATION, EXCEPT FOR 10 DAYS FOR NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY, AUTO

CERTIFICATE HOLDER

CITYH02

CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD RM 303
HOLLYWOOD, FL 33020

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

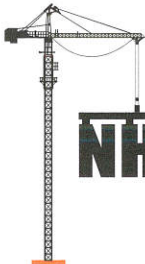
HOLDER CODE CITYH02
INSURED'S NAME BERGERON EMERGENCY

BERGE-5
OP ID: LE

PAGE 2

Date 06/06/2017

LIABILITY AND UMBRELLA LIABILITY POLICIES PER FORMS UGL1521ACW 1012,
UCA832ACW 0113, UUMB722ACW 0113.

**NHC****NIELSON, WOJTOWICZ, NEU & ASSOCIATES**

A NIELSON HOOVER GROUP COMPANY

May 26, 2017

Bergeron Emergency Services, Inc.
19612 SW 69th Place
Fort Lauderdale, FL 33332

RE: Bond Number: SU1141818
Obligee: City of Hollywood
Description: Fourth Term Emergency Response and Recovery 06/01/17
through 11/30/17
Bond Amount: \$25,000.00
Originals Executed: Two

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required, and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

Jennifer Stephens
Contract Bond Specialist
Enclosures

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

ST. PETERSBURG

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.209.1803 F: 727.209.1335

ASHEVILLE

66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431

www.nielsonbonds.com

Surety Bond

Bond No. SU1141818

KNOW ALL MEN BY THESE PRESENTS, That we Bergeron Emergency Services, Inc.,
as Principal, and Arch Insurance Company of Jersey City, NJ,
authorized to do business in the State of FL, as Surety, are held and firmly bound unto the
City of Hollywood, FL as Oblige, in the maximum penal sum of
Twenty Five Thousand Dollars and Zero Cents Dollars and NO/100 (\$ 25,000.00),
lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement dated 8/1/13, with the Oblige to perform services in accordance with the terms
and conditions of the Fourth Term RFP-4360-14-RD and RFP-4361-14-RD; Emergency Response and Recovery Services
(hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly
perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept a renewable bond, this Bond shall be effective for the period of 6/1/17, to 11/30/17,
and may be extended for additional one (1) year periods from the expiration date hereof, or any future expiration date, unless the
Surety provides to the Oblige not less than thirty (30) days advance written notice of its intent not to renew this Bond.
2. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises
its right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this bond or any extension thereof.
3. This bond shall have final and definite expiration date of 11/30/17.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless
same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the
amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing and addressed to the parties at the
addresses specified below. Any demand or request for payment must be made prior to the effective date of nonrenewal.

If to Surety: Arch Insurance Company
1400 American Lane
Schaumburg, IL 60196

7. This Bond shall be void unless signed and acknowledged by the Oblige below.

SIGNED, SEALED AND DATED this 26th day of May, 2017.

Bergeron Emergency Services, Inc.

Principal

By: 

Arch Insurance Company

By: 

Kevin Wojtowicz, Attorney-in-Fact

Signed and acknowledged as to the Oblige, this 26th day of May, 2017.

City of Hollywood, FL

By: _____

S-5025c Title
PRF76011ZZ0404f

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley of Charlotte, NC
 Brett Rosenhaus of Lake Worth, FL
 Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
 F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
 John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
 Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

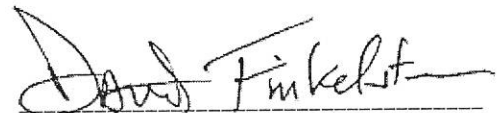
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of April, 2015.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

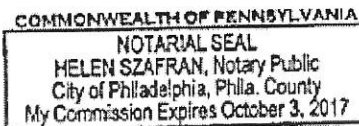



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 29, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of May, 2017.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: July 6, 2016

RE: BLANKET ORDER # B002509

PRODUCT/SERVICE: **Emergency Response
and Recovery Services**

Bergeron Emergency Services, Inc. (V#34501) Telephone Contact: 954-680-6100
Attn: Brian Thomason, V.P. bthomason@bergeroninc.com
19612 SW 69th Place (See attached list for additional contact info.)
Fort Lauderdale, FL 33332

Dear Vendor:

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

- | | |
|---|--------|
| <input checked="" type="checkbox"/> FORMAL BID # RFP-4361-13-IS | |
| <input type="checkbox"/> INFORMAL BID # | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION # | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT # | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID # | |
| <input type="checkbox"/> OTHER: | |

The term of this order is 8/1/2016 through 7/31/2017. (3rd renewal period)

The estimated dollar value is \$25,000.00 approved via R-2016-224 on July 6, 2016 with the authorization to increase for a combined amount of \$2,000,000.00 to be used in the event of an emergency declaration.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Vendor must provide certificates of insurance, naming the City of Hollywood as additional insured, and meeting the requirements of the Risk Manager.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223.

c: Public Works
Finance

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
08/01/13 - 07/31/17

REPORT: HWDBLNKTPO
GENERATED: 05 FEB 15 19:36

[illegible]

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
08/01/13 - 07/31/17

[illegible]

TERMS AND CONDITIONS

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

MODIFICATIONS

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

ASSIGNMENT

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

EXCUSABLE DELAYS

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

DEFAULT

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

TERMINATION

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

F.O.B.

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

TERMS

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

INVOICING

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

TAX

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

RESPONSIBILITY

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

ACCEPTANCE

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

DELIVERIES

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

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

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

PAYMENT CHANGES

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

ANTI-DISCRIMINATION

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

UNIFORM COMMERCIAL CODE

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

LEGAL RESPONSIBILITY

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

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

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

INDEMNIFICATION

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

OCCUPATIONAL SAFETY AND HEALTH

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

REPRESENTATIVE

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

PUBLICITY

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

INSURANCE

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