

Solicitation RFP-4606-19-AP

Insurance Broker Services

Bid Designation: Public



City of Hollywood, Florida

Bid RFP-4606-19-AP

Insurance Broker Services

Bid Number RFP-4606-19-AP
Bid Title Insurance Broker Services

Bid Start Date In Held
Bid End Date Apr 8, 2019 3:00:00 PM EDT
Question & Answer End Date Mar 28, 2019 5:00:00 PM EDT

Bid Contact Althea Pemsel
Assistant Director
Procurement
Apemsel@hollywoodfl.org

Description

The City of Hollywood is soliciting proposals from property and casualty insurance agents for an Agent of record. The City will select for further consideration those firms that indicate appropriate experience and qualifications in the areas identified in this Request for Proposal (RFP). Responses shall contain evidence of the firm's experience and abilities in the areas outlined in the Scope of Work, and in other disciplines directly related to the services required or indicated by the information provided about the City and its risk insurance management program. Other information required by the City may be included elsewhere in this RFP.

The pricing schedule for this solicitation

March 7, 2019

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**Insurance Broker Services
Solicitation # RFP-4606-19-AP**

Issue Date: March 7, 2019

Closing Date: April 8, 2019 at 3:00pm

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

March 7, 2019

City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**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.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

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City of Hollywood, Florida
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Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



A.

<p>Bid/Proposal Name: Insurance Broker Services Bid/Proposal Number: RFP-4606-19-AP Bid/Proposal Opening Date: April 8, 2019 at 3:00pm</p> <p>Firm Name/Address: _____ _____ _____</p> <p><u>Return to:</u></p> <p>City of Hollywood, Florida c/o: Office of City Clerk 2600 Hollywood Blvd., Rm#: 221 Hollywood, Florida 33020</p>
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RESPONSE MUST INCLUDE:

One (1) original
Five Copies (5) Copies
One (1) complete electronic copy (Thumb drive)

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.

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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.

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**PROCUREMENT SERVICES****REQUEST FOR PROPOSAL FORM
CITY OF HOLLYWOOD, FLORIDA
“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”****PART I: PURPOSE AND SCOPE****PURPOSE:**

The City of Hollywood is soliciting proposals from property and casualty insurance agents for an Agent of record. The City will select for further consideration those firms that indicate appropriate experience and qualifications in the areas identified in this Request for Proposal (RFP). Responses shall contain evidence of the firm's experience and abilities in the areas outlined in the Scope of Work, and in other disciplines directly related to the services required or indicated by the information provided about the City and its risk insurance management program. Other information required by the City may be included elsewhere in this RFP.

This Request for Proposal is for Agent selection only. The Agent is not authorized to approach any market on our behalf. If the City becomes aware of an Agent firm approaching a market in regard to this RFP, the firm may be disqualified. The annual fee paid to the selected broker is to be the only remuneration accepted by the broker for services in relation to this Agreement.

BACKGROUND INFORMATION:

Hollywood is a coastal community located in Broward County between the Cities of Fort Lauderdale and North Miami. It has a City Manager form of government, with seven (7) elected commission members. The City provides a variety of services to its population including but not limited to Police, Fire, fresh and waste water and an extremely active parks and recreation program.

The City presently insures approximately \$493,958,064 in property. The City is not a participant in any type of insurance consortium.

The City's current Moody's Bond Rating is A1 for the General Obligation Debt.

The City's 1100 employees serve a population of approximately 143,000.

.The City operates on an October 1 through September 30 fiscal year.

The City has a municipal pool, three golf courses, and 11 recreation centers as well as a Police Department and an ISO 1 Fire Department.

The City's water system has approximately 39,800 service connections with 20 operating wells. On the average the plant delivers 25 million gallons per day to the customers. The reverse osmosis and membrane softening water treatment plant has a maximum daily production capacity of 16 million gallons per day and our lime softening plant has a maximum daily capacity of 22.5 MGD to meet future needs. The City owns and maintain approximately 573 linear miles of potable water pipe.

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The Southern Regional Wastewater Treatment Plant is solely operated by the City of Hollywood. The current annual average daily flow is 41 million gallons per day. The permitted outfall capacity is 48.75 million gallons per day. The City also delivers approximately 2.0 million gallons per day of reclaimed water to 5 local golf courses, two city owned parks, roadway median strips and a city owned nursery or other information see the City's website at www.hollywoodfl.org.

PROPOSED SCHEDULE:

Event	DATES
RFP Distribution	March 7, 2019
RFP Responses Due	April 8, 2019
Contract Awarded (City Council Approval)	April 17, 2019

SECTION 1 - SCOPE OF WORK:

The purpose of this RFP is to select one qualified firm to provide a full range of risk management services and become the City's property and casualty Agent of record. . The selected broker will work closely with the City's Risk Manager in risk analysis, preparation of underwriting submissions/specifications, marketing, program design and carrier selection. It is expected that the insurance broker will be actively involved to ensure the proper coverage for whatever the program may require. Maintain contact with global insurance markets, which are interested, available, and qualified to provide insurance and loss prevention services to the City.

The scope of work of the selected Agent may include but not be limited to the following:

I. Risk Management Policy Development

Support the City's efforts in continual development of Risk Management Policies. This would include: presentation of industry standard practices; assistance in development of policies that support the goals of the City toward use of local resources; innovation in the design of risk funding of the City; and assist in presentations to policy and decision making authorities. Inform the City of applicable federal and State compliance legislation, legislative trends and issues, and necessary governmental filings.

II. Risk Assessment

Assist in the identification and evaluation of risk exposures the City faces and provide support and coordination with actuarial efforts on behalf of the City. Assist in the determination of the level of risk retention that is appropriate and recommend proper limits and coverages for risks/exposures common to similar size cities.

III. Risk Financing

Provide support to the City in development of risk financing plans that enable the City to succeed in its overall financial planning and budgeting. Coordinate with actuarial efforts and provide comprehensive information on market conditions and trends. Support innovation in design of financing mechanisms.

IV. Marketing

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No less than 90 calendar days prior to renewal of individual coverages, meet with the City's Risk Manager to present a marketing report. This report is to provide the City with: current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the City's Risk Manager for approval to proceed. Advise the City on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates, and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise the City whenever any insurer is downgraded by any rating agency.

V. Insurance Proposals

Prior to submission, prepare a matrix of insurance proposals received, to include an evaluation of coverage, limits, and cost. Submit recommendations no less than 45 days prior to the policy expiration dates. Please confirm that you can adhere to these dates or advise as to exceptions.

VI. Policy Language

Be responsible for verification of policy language, checking for: accuracy, appropriate form, and compliance with requirements, proper application to risk, and client's intended needs as specified. Provide expertise in the interpretation and preparation of manuscript insurance policy forms and endorsements.

VII. Insurance Policies

The selected broker will work with the City's Risk Manager to negotiate and purchase the following insurances (but not limited to the following): Accidental Death and Dismemberment, Active Shooter, All Risk Property & Terrorism (See Attachment A & B for SOV), Automobile Liability, Aviation General Liability & Terrorism, Blanket Crime, Cyber Liability, Event Cancellation, Excess Workers' Compensation, Public Officials/Employment Practices Liability, Pollution Liability, Watercraft Liability, and Insurance. See Attachment C for a summary of the City's current policies. Provide the City with certain reports, at appropriate policy intervals, to include the following: loss reports and loss prevention programs/recommendations; insurance market trends and outlook; and risk retention recommendations and philosophy.

VIII. Loss Management

Assist the City in proper management of information regarding losses. Provide expert assistance in the settlement of major claims and losses. Serve as liaison between the City and the insurance carriers to assist in the timely and proper resolution of claims. Assist the City in periodic evaluation of claims handling and administration, and reserves for self-insured retentions. Comment and make recommendations regarding major losses incurred by the City during the previous and current policy periods.

IX. Billing

Broker is responsible for billing of premiums to the City of Hollywood. Servicing broker's billed retail insurance premiums are to be net of commission, except where required by federal and/or State law/rule. All invoices are to be mailed via United States Postal Service to:

Risk Management
City of Hollywood, Florida

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2600 Hollywood boulevard, Room 212
Hollywood, FL 33020

The annual fee paid to the selected broker is to be the only remuneration accepted by the broker for services in relation to this Agreement.

X. Annual Report

Broker is responsible for producing an annual report within 45 days of the end of the fiscal year for the City. This report is to include: a schedule of policies in force, premiums, losses, commissions and fees earned or waived, developments and trends in the markets for these coverages; and proposals for change in the City's coverages.

XI. Availability

The account executive and team assigned to the City are to be able to accommodate consultation on as-needed basis. Please offer information as to what can reasonably be expected for a turn-around time for phone calls and e-mails. Specifically advise as to who the City's first point of contact will be and the resume/qualifications of that person.

XII. Contract Review

Provide a thorough review and recommendation on contracts, leases and other agreements to assess the adequacy of insurance, assumption of liability and other risk management issues. For purposes of RFPs, the broker will receive a draft of the RFP that is scheduled to be issued and will be asked to suggest how the insurance section should be worded. The broker will also need to advise if the indemnity and hold harmless provisions are adequately worded to protect the interests of the City. The broker should anticipate a consistent volume of these reviews and at times, they may need to be completed the same day. Assistance on certificates of insurance will also be requested on an as-needed basis.

XIII. Special Events

The broker will be asked to comment and recommend what coverage requirements should be required of third parties requesting use of City owned property. In your response, please offer a narrative of your experience with various types of events and your methodology behind how you determine the types of coverages and limits that may be required.

XIV. Loss Development

Broker is to support the City with resources for trending, forecasting, and premium calculation and allocation in cooperation with actuarial services used by the City.

XV. Loss Prevention/Engineering Services

Review all insurance companies' loss prevention/engineering reports and provide the City with written recommendations for compliance within 30 days from the date the reports are issued by the companies. Represent the City's position/interest concerning recommendations made by insurance companies and, if requested, conduct research and develop documentation to support the City's position/interest.

XVI. Recommended Insurers

Proposer to include recommendations of carriers and justification as to why such carrier is being recommended.

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XVII. Additional Services

Proposer to include on separate sheet any additional services the firm normally offers with pricing.

XVIII. Risk Control

Provide resources to assist Risk Management in development and maintenance of a comprehensive risk control program, which will adapt to variations in scope and level of governmental services offered by the City. Provide recommendations on loss control measures based on claims history prepared by Risk Management and the City's insurance carriers. Provide in response how many Loss Prevention and Claims Consultants on staff, what services are included with fee and what are at an additional cost.

MINIMUM QUALIFICATIONS:

Proposers shall be in the business of property and casualty insurance brokerage and consulting services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at three (3) entities similar in size and complexity to the City of Hollywood or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work. Also to be included is the percentage of clients that are public entities as well as three (3) references from other public entities within the state of Florida.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- A. Proposer or principals shall have relevant experience in property and casualty insurance brokerage and consulting services. A history of proposer's organization shall be included in the response. 1. Project manager assigned to the work must have experience in property and casualty insurance brokerage and consulting services. 2. Possess an active Florida General Lines Property and Casualty Insurance License. 3. Served as project manager on similar projects. 4. Names and resumes (responsibilities, experience and expertise, licenses/designations, other pertinent qualifications) of personnel who would perform the work will be included in the response.
- B. Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- C. Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- D. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

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The City reserves the right to make such investigation as it may deem necessary to establish the competency of any proposer to perform the required services.

SPECIAL TERMS AND CONDITIONS:

i. General Conditions

RFP General Conditions are included and made a part of this RFP.

II. Addenda, Changes, and Interpretations

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

III. Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

IV. Proposer's Costs

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

V. Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Agent shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Hollywood. The annual fee paid to the selected Agent is to be the only remuneration accepted by the Agent for services related to this Agreement.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

VI. Invoices/Payment

The City will accept a lump sum invoice payment at the inception of each contract year. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Agent's work product, and an

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agreement cannot be reached between the City and the Agent to resolve the problem to the City's satisfaction, the City shall negotiate with the Agent on a payment for the work

VII. Related Expenses/Travel Expenses

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

VIII. Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

IX. Acceptance of Proposals / Minor Irregularities

A. The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

B. The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

X. Modification of Services

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

B. The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

C. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

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- D.** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.
- XI. No Exclusive Contract**
Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.
- XII. Responsiveness**
In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.
- XIII. Responsibility**
In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- XV. Public Entity Crimes**
Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- XVI. Subcontractors**
- A.** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.
- B.** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-

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party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

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

XVII. Insurance Requirements

The following insurance policies/coverages are required:

Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension terms(s), the insurance coverages set forth in this section. The Contractor shall furnish original certificates to the City's Procurement Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

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-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

Cancellation

Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

1. Professional Liability

The minimum limits of liability shall be:

\$5,000,000 Each Claim / \$5,000,000 Aggregate

If coverage is provided on as claims made basis, an extended reporting period of four (4) years will be required.

2. Comprehensive General Liability:

Commercial General Liability Insurance with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000

The City of Hollywood shall be named as an Additional Insured.

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Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

3. Commercial Automobile Liability:

Commercial Automobile Liability Insurance with not less than the following limits:

Combined Single Limit	\$200,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

If the applicant does not own vehicles, the applicant shall maintain coverage for hired and non-owned auto liability which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability.

4. Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$500,000

The Certificate holder should read as follows:

City of Hollywood, Florida
Risk Management Room 212
2600 Hollywood Boulevard
Hollywood, FL 33020

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/proposal. 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/proposal. 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/proposal, the successful contractor must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require any other insurance it deems necessary depending upon the exposures.

XVIII. Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

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XIX. Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

XX. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

XXI. Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

XXII. News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

XXIII. Cost Adjustments

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Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this contract. Please consider this when providing pricing for this request for proposal.

XXIV. Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

XXV. Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- a. Liaison with Contractor.
- b. Coordinate and approve all work under the contract.
- c. Resolve any disputes.
- d. Assure consistency and quality of Contractor's performance.
- e. Schedule and conduct Contractor performance evaluations and document findings.
- f. Review and approve for payment all invoices for work performed or items delivered.

XXVI. Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- A. Excellent - Far exceeds requirements.
- B. Good - Exceeds requirements
- C. Fair - Just meets requirements.
- D. Poor - Does not meet all requirements and contractor is subject to penalty provisions under the contract.
- E. Non-compliance - Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.
 - a. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if they takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

XXVII. Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be

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available for the contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section - General Conditions.

XXVIII. Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

CONTRACT AGREEMENT/COMPENSATION:

The successful Proposer will be required to enter into an agreement with the City of Hollywood. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

If the Agent firm has their own contract they are encouraged to submit it with their proposal.

The City reserves the right to negotiate parts of the contract or to submit a City drawn contract for consideration.

The City reserves the right to delete or amend any of the services as listed and described herein.

PERIOD OF CONTRACT:

The term of the contract shall be for a three (3) year period with one (1) optional one year extensions. Said extension will be at the discretion of the City with vendor approval and will be based on the vendor's performance, ability to maintain pricing, budgeted appropriations, and other factors deemed appropriate by the City and its staff. The City's decision on whether to renew a contract will be final.

CANCELLATION:

The City of Hollywood reserves the right to terminate this agreement with or without cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the successful Proposer, the City of Hollywood may serve written notice upon such Proposer of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of the agreement.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City of Hollywood.

EVALUATION CRITERIA

<u>Criteria</u>	<u>Points</u>

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Profile of Proposer	10%
Proposers' Qualifications	25%
Project Understanding, Proposed Approach, and Methodology	20%
Services Offered	25%
Proposers' Fee Schedule	20%

SUBMISSION REQUIREMENTS:

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope using the label available provided in this document.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO.**RFP-4606-19-AP****TO BE OPENED:****3:00 P.M., April 8, 2019****AND ADDRESSED TO:**

**CITY OF HOLLYWOOD
OFFICE OF THE CITY CLERK
2600 HOLLYWOOD BLVD., ROOM 221
HOLLYWOOD, FLORIDA 33020**

AN ORIGINAL, CLEARLY IDENTIFIED, AND FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY (Thumb Drive) OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

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The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

FORMAT

1. Title Page

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

4. Profile of Proposer

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.

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- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
 - d. Provide a list and description of similar municipal engagements satisfactorily performed within the past three (3) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
 - e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?
5. Summary of Proposer's Qualifications.
- a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
 - b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
 - c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
 - d. Describe what municipal staff support you anticipate for the project.
6. Project understanding, proposed approach, and methodology.

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

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7. Summary of the Proposer's Fee Statement.

The Proposer should submit their fee schedule here. Express your fee in a lump sum not-to-exceed maximum amount and a separate price for the components of the work shown in scope of service and include a chart of the rates. The lump sum includes all costs to perform the work, travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable. If additional work is required beyond the scope of this contract, the City reserves the right negotiate those services or to obtain from other service providers. This may include additional presentations or follow-up as requested.

8. Services Offered.

Provide a detailed listing of the types of services your firm offer.

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2.0 GENERAL TERMS AND CONDITIONS - INTENT

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 to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer 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 proposer.
- C. Proposers 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.

2.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

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 RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers 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.

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2.4 DESCRIPTION OF SUPPLIES (Not Applicable)

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."

Proposers 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 proposal fully complies with the Specifications, Terms and Conditions.

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

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

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

2.5 ADDENDA

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

2.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

2.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

2.8 PROPOSALS TO REMAIN OPEN

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All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

2.9 LATE PROPOSALS OR MODIFICATIONS

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

2.10 CONFLICTS WITHIN THE SOLICITATION

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

2.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

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

2.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); 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.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, 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 proposer for any costs or expense incurred in connection with this RFP or otherwise.

2.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

2.14 CONSIDERATION OF PROPOSALS

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In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

2.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

2.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

2.17 AGREEMENT

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

2.18 NOTICE TO PROCEED

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

2.19 BID PROTESTS

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

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After a notice of intent to award a contract is posted, any actual or prospective proposer 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.

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.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall 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 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 Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

2.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

2.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services

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and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

2.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer 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 F.S. Chapter 119 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 proposer 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.

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 Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the 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 may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, 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 proposer.

2.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, Telephone (954) 921-3200.

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 through the BidSync. .

2.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal. Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

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Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

2.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

2.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

2.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

2.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP 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.

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- 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 proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer 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 Proposer 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.

2.30 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 or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

2.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

2.33 COPELAND "ANTI-KICKBACK"

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

2.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder 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 the Proposer 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 this Agreement.

2.35 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 proposer, supplier, subproposer, or consultant under a contract with

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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.

2.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program.

2.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding 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 the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal 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.

2.38 CONFLICT OF INTEREST

The Proposer represents that:

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.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal 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 of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer 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 Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer'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 Proposer 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.

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.

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

2.39 DISCRIMINATION

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Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

2.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

2.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

2.42 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 laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

2.43 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.

2.44 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 of liability set forth in Section 768.28, Florida Statute.

2.45 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 Proposer 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.

2.46 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 proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer 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 proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer 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,

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recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

2.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer 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 patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer 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 Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

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 Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer'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.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

2.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal 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 proposal, 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 RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

2.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

2.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

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The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

2.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

2.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

2.56 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

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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 proposal. 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 RFP. 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 RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

2.57 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 Proposer 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 Proposer 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 Proposer shall perform the same as though they were specifically mentioned, described and delineated.

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

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer 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

2.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer 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

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party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer 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 Proposer 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.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer 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.

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 Proposer'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 Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, 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 Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

2.59 MUTUAL OBLIGATIONS

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.

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.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, 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 Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

2.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer 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 subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of

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the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer 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 subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer 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 services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

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 Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers 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 subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

2.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers 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 subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

2.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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.

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.

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 Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer'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 Proposer and in such event:

The Proposer 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");

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP

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.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

2. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
3. 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.

All compensation pursuant to this Article is subject to audit.

2.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. 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:

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

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

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.

2.64 REMEDIES IN THE EVENT OF DEFAULT

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

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City of Hollywood, Florida
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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 sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

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

2.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer 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 Proposer under federal bankruptcy law or any state insolvency law.

2.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer 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.

2.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer 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 Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

2.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer'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 Proposer 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 Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

2.69 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 Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

2.70 COST ADJUSTMENTS (Not Applicable) Delete provision

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years 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 than in effect compared to the index for the

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City of Hollywood, Florida
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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 Proposer a reduction in costs that reflects 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 Proposer.

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**HOLD HARMLESS AND INDEMNITY CLAUSE**

(Company Name and Authorized Representative's 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

PRINTED NAME

COMPANY OF NAME

DATE

Failure to sign or changes to this page shall render your bid non-responsive.

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**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.

(SIGNED) _____
Title**Failure to sign or changes to this page shall render your bid non-responsive.**

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**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

March 7, 2019

City of Hollywood, Florida
Solicitation # RFP-4606-19-AP

in a subsequent proceeding before a Hearing Officer of the State 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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____ Notary Public-State of _____

(Type of identification) my commission expires __________
(Printed, typed or stamped commissioned
name of notary public)**Failure to sign or changes to this page shall render your bid non-responsive.**

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**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: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

Failure to sign or changes to this page shall render your bid non-responsive.

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City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**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

March 7, 2019

City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE_____
PRINTED NAME_____
NAME OF COMPANY_____
TITLE

Failure to sign this page shall render your bid non-responsive.

March 7, 2019

City of Hollywood, Florida
Solicitation # RFP-4606-19-AP**REFERENCE QUESTIONNAIRE**

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.

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

1. **Q:** What was the dollar value of the contract?

A:

2. Have there been any change orders, and if so, how many?

A:

3. **Q:** Did they perform on a timely basis as required by the agreement?

A:

4. **Q:** Was the project manager easy to get in contact with?

A:

5. **Q:** Would you use them again?

A:

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ **5** *Excellent* ☐ **4** *Good* ☐ **3** *Fair* ☐ **2** *Poor* ☐ **1** *Unacceptable*

7. **Q:** Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____

Title _____

Signature: _____ Date: _____

Summary of Insurance

Public Entity Excess Liability Package
Excess Workers' Compensation
Blanket Accident Coverage
Pollution Liability
Marina Operators Liability
Watercraft Hull Physical Damage
EMT Professional Liability
Deadly Weapon/Active Shooter
Public Officials Bond
General Liability Tenant Users Policy (TULIP)
Property Program – Municipality
Property Program - Utilities
Terrorism
Boiler & Machinery
Public Officials Liability
Flood

CITY OF HOLLYWOOD
P.O. Box 229045
Hollywood, FL 33022-9045

Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
www.ajg.com

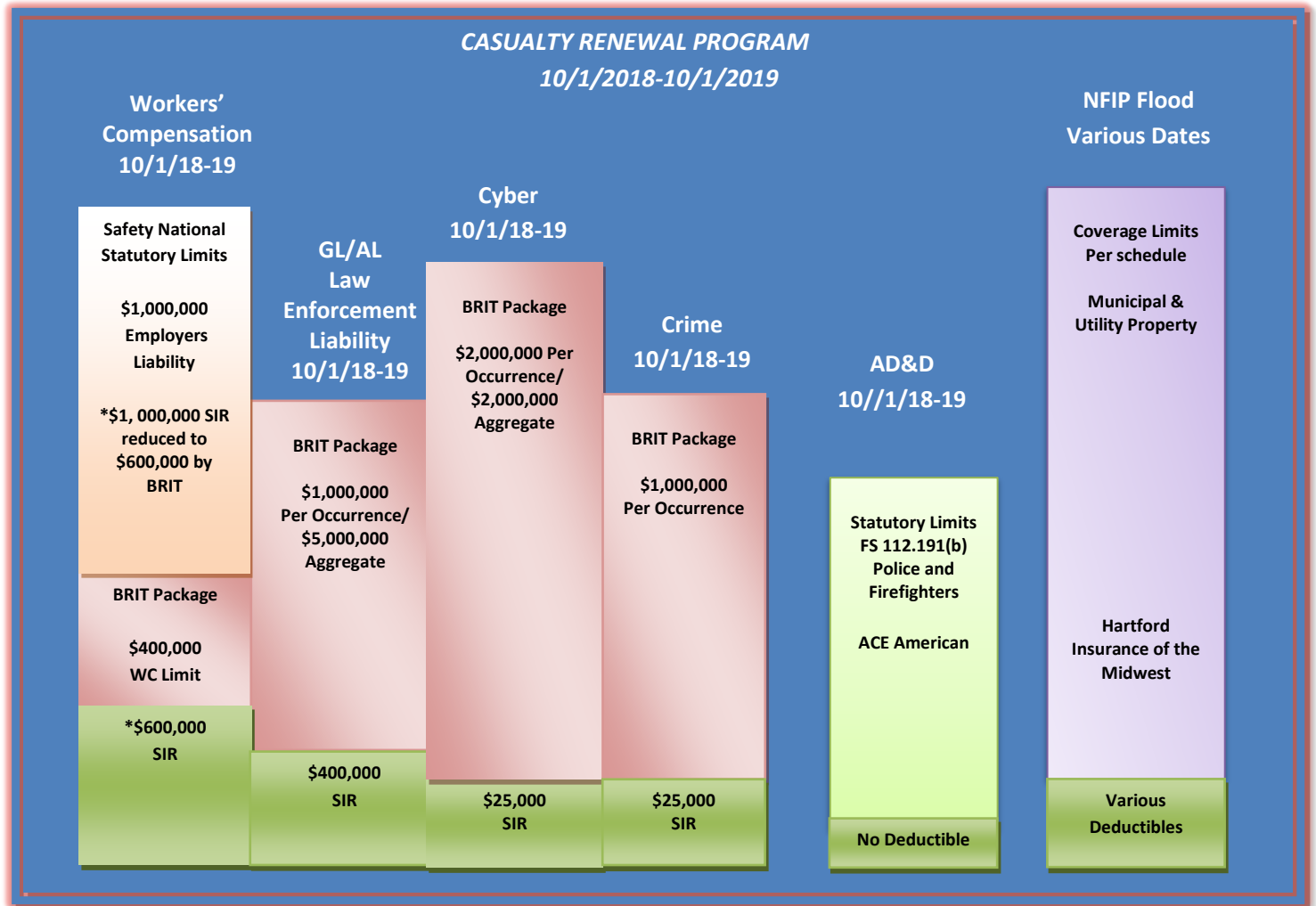
CITY OF HOLLYWOOD
SCHEDULE OF INSURANCE

Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Telephone: (561) 995-6706
Fax: (561) 995-6708

www.ajg.comIMPORTANT: This summary is only an outline of the insurance policy arranged through this office. It does not include all of the terms, coverages, exclusions, limitations, and conditions in the actual insurance contract. You must read the policy itself for those details. If in reading the policy you have any questions, please contact this office.

City of Hollywood

2018 – 2019 Casualty Program Structure



FOR ILLUSTRATION PURPOSES ONLY

Note: Exhibit does not reflect complete deductible terms, limitations, coverages or exclusions. Refer to actual policy wording for details.

LEGEND OF TERMS

GL – General Liability

AL – Auto (Vehicle) Liability

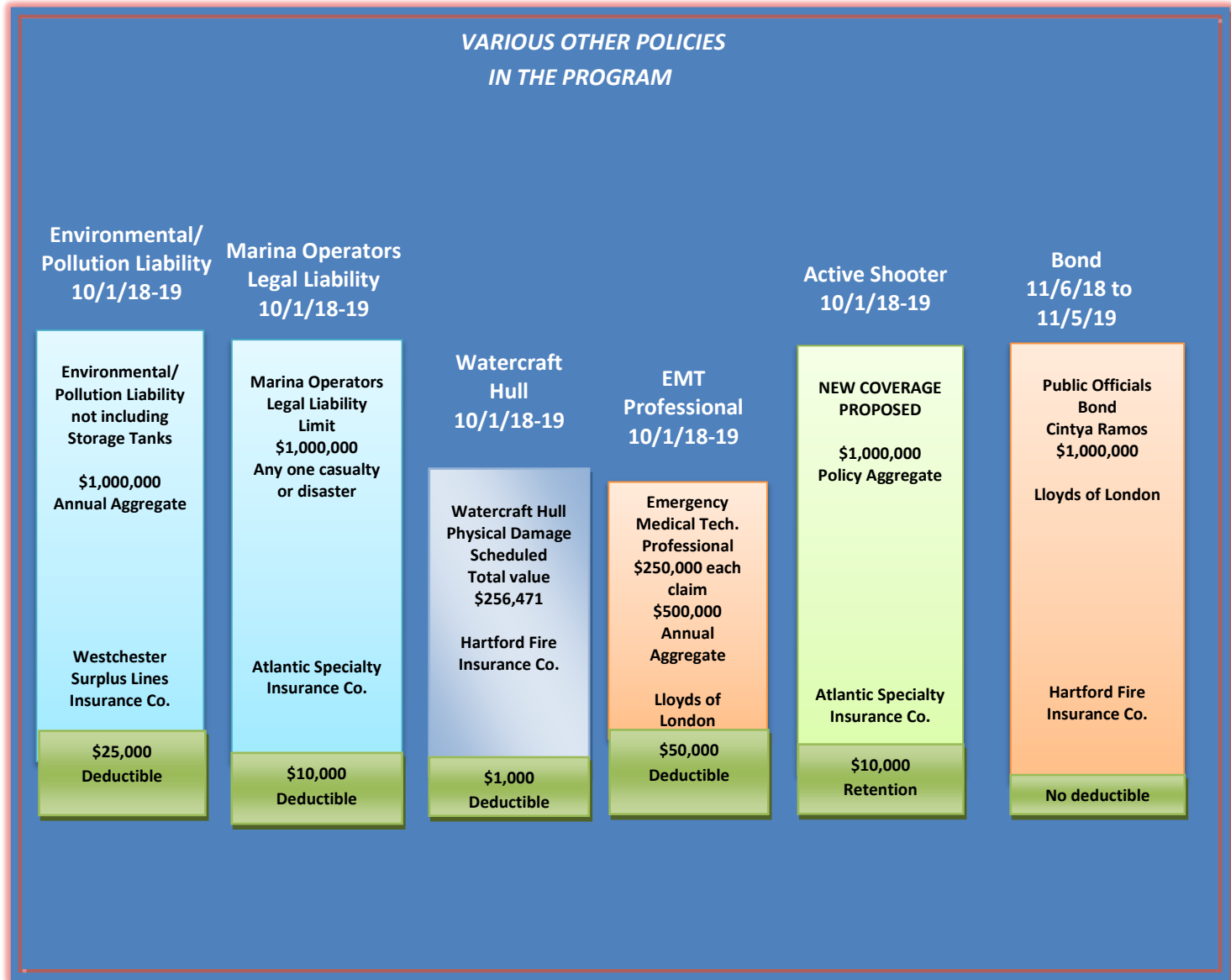
AD&D – Accidental Death & Dismemberment

SIR – Self-Insured Retention

NFIP – National Flood Insurance Program

City of Hollywood

Various Other Policies in the Program

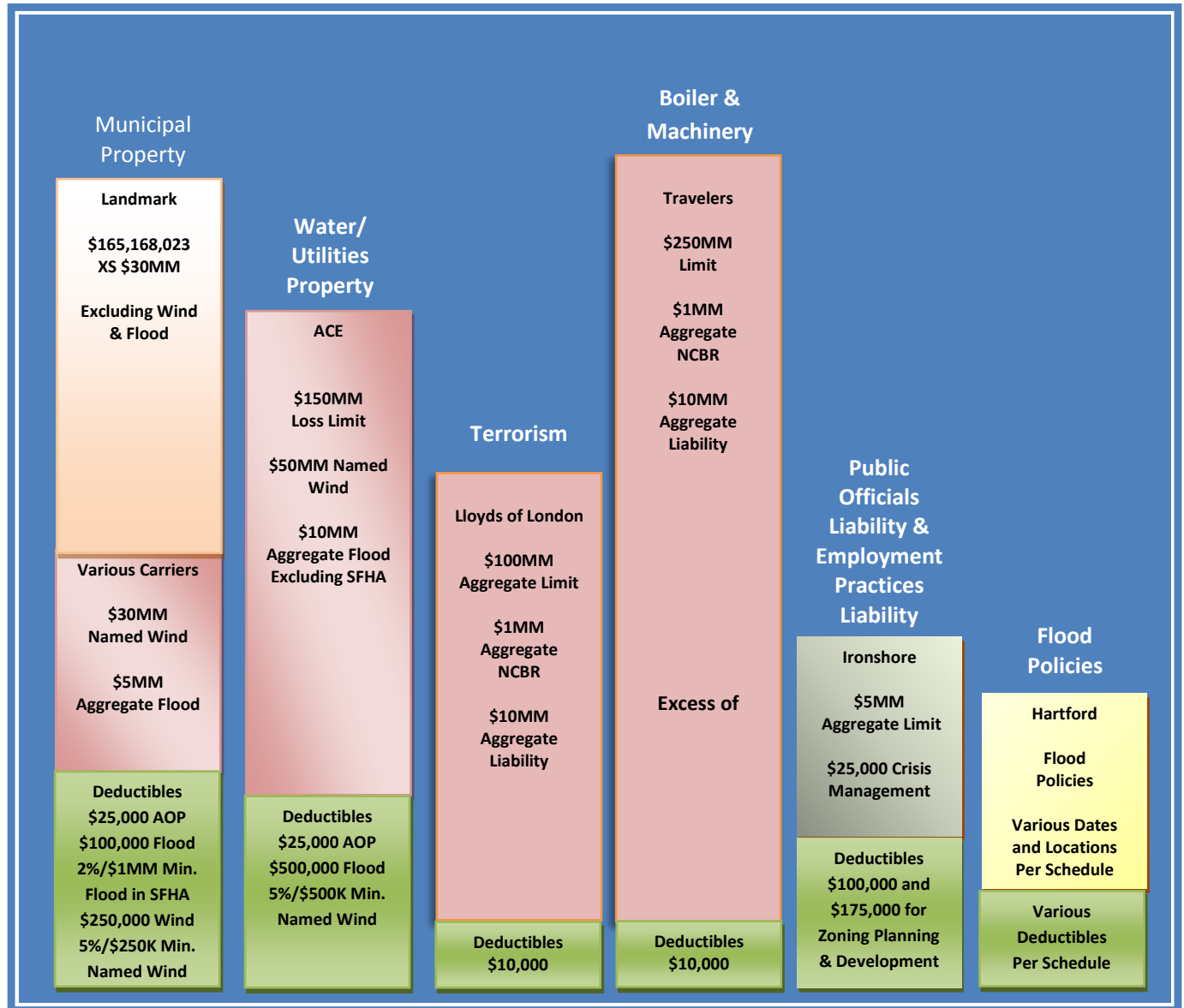


FOR ILLUSTRATION PURPOSES ONLY

Note: Exhibit does not reflect complete deductible terms, limitations, coverages or exclusions. Refer to actual policy wording for details.

City of Hollywood

2018-12019 Property Program Structure



LEDGEND OF TERMS

AOP – All Other Perils

SFHA – Special Flood Hazard Area

NCBR – Nuclear, Chemical, Biological, Radiological

FOR ILLUSTRATION PURPOSES ONLY – NOT DRAWN TO SCALE

Note: Exhibit does not reflect complete deductible terms, limitations, coverages or exclusions. Refer to actual policy wording for details

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

One Boca Place, 2255 Glades Road, Suite 200E, Boca Raton, FL 33431

Phone: (561) 995-6706 -- Fax: (561) 995-6708

SCHEDULE OF INSURANCE

(Intended as a synopsis, only, and does not contain all term/conditions of policies)

INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Public Entity Excess Liability Package	Lloyds of London/Brit #PK1034218	10/01/18 to 10/01/19	\$296,000.00	<p><u>Casualty Section II - General Liability:</u> \$1,000,000 per occurrence limit excess of \$400,000 SIR \$5,000,000 Annual Aggregate</p> <p>Sublimits are not additional amounts of insurance and are subject to the \$400,000 SIR: Sexual Harassment Liability \$1,000,000 per occurrence; \$5,000,000 Annual Aggregate Sexual Abuse Liability \$1,000,000 per occurrence; \$5,000,000 Annual Aggregate</p> <p><u>Casualty Section III - Commercial Auto</u> 1,000,000 per occurrence limit excess of \$400,000 SIR</p> <p><u>Casualty Section V – Excess Workers’ Compensation and Employers Liability:</u> \$400,000 per occurrence limit excess of \$600,000 SIR</p> <p><u>Casualty Section VI - Employee Benefits Liability</u> \$1,000,000 per occurrence limit excess of \$400,000 SIR \$5,000,000 Annual Aggregate</p> <p><u>Casualty Section VII – Crime:</u> \$1,000,000 per occurrence limit excess of \$25,000 SIR</p> <p><u>Casualty Section VIII – Law Enforcement:</u> \$1,000,000 per occurrence limit excess of \$400,000 SIR \$5,000,000 Annual Aggregate</p>

IMPORTANT: This is a summary only. It does **not** include all of the terms, coverages, exclusions, limitations, and conditions in the actual insurance contract. **You must read the policy itself for those details.**

N:\PUBLPROP\HOLLYWOOD.CIT\Summary of Insurance\2018\Combined SOI 03012017 - All policies - Copy.....doc

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

One Boca Place, 2255 Glades Road, Suite 200E, Boca Raton, FL 33431

Phone: (561) 995-6706 -- Fax: (561) 995-6708

SCHEDULE OF INSURANCE

(Intended as a synopsis, only, and does not contain all term/conditions of policies)

INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Public Entity Excess Liability Package (continued)				<p><u>Cyber Liability Endorsement:</u></p> <p>Privacy Liability: \$2,000,000 per claim excess of \$25,000 SIR \$2,000,000 Annual Aggregate Retro 10/1/2014</p> <p>Security Liability: \$2,000,000 per claim excess of \$25,000 SIR \$2,000,000 Annual Aggregate Retro 10/1/2014</p> <p>Security Breach Response Coverage: \$250,000 Security Breach Response excess of \$25,000 SIR \$250,000 Annual Aggregate</p> <p><u>Terms and Conditions include but not limited to:</u></p> <ul style="list-style-type: none"> • Defense costs are within the limits of liability for all lines
Excess Workers' Compensation	Safety National Casualty Corp. #SP4059358	10/1/18 to 10/1/19	\$230,011.00	<p><u>Limits:</u></p> <p>Coverage A: Statutory Coverage B: Employers Liability \$1,000,000 Each Accident and each Employee Disease</p> <p><u>*Self-Insured Retention:</u> \$1,000,000 Each Accident \$1,000,000 Each Employee for Disease</p>

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ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

One Boca Place, 2255 Glades Road, Suite 200E, Boca Raton, FL 33431

Phone: (561) 995-6706 -- Fax: (561) 995-6708

SCHEDULE OF INSURANCE

(Intended as a synopsis, only, and does not contain all term/conditions of policies)

INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Excess Workers' Compensation (continued)				<p><u>Terms and Conditions include but not limited to:</u></p> <ul style="list-style-type: none"> • Indemnity policy • Includes Volunteers • Voluntary Compensation • Incidental USL&H and Maritime Coverage – FL benefits only <p>*Excess Workers' Compensation in the Public Entity Excess Liability with Lloyds/Brit package provides a Limit of \$400,000 reducing the SIR to \$600,000.</p>
Blanket Accident Coverage	ACE American Insurance Company #ADDN04823369	10/1/18 to 10/1/19	\$11,100.00	<p><u>Class 1 Eligible Persons:</u> All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) of the Policyholder who are in Active Service</p> <p>Line of Duty Coverage Principal Sum*: \$65,641.62 Fresh Pursuit Coverage Principal Sum*: \$65,641.62 Unlawful and intentional Death Coverage* Principal Sum: \$197,875.61</p> <p><u>Class 2 Eligible Persons:</u> All Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.</p> <p>Line of Duty Coverage Principal Sum*: \$67,900.62 Fresh Pursuit Coverage Principal Sum*: \$67,900.62 Unlawful and intentional Death Coverage Principal Sum*: \$193,113.76</p> <p><u>Time Period for Loss:</u> 365 days from the date of a Covered Accident</p> <p>*The Principal Sum will be increased annually by the Consumer Price Index as set forth by the Bureau of Criminal Justice and the State Fire Marshall's Office as required by Florida Statutes 112.19(j) and 112.191(i).</p>

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SCHEDULE OF INSURANCE

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INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Pollution Liability	Westchester Surplus Lines Ins. Co. #G46816420002	10/01/2018 to 10/01/2019	\$15,847.00	<p><u>Limit of Liability:</u> \$1,000,000 Policy Aggregate</p> <p>Coverage each pollution condition (limits are within the policy aggregate and not additional amounts of coverage: -\$1,000,000 Cleanup Costs for New Pollution Conditions -\$1,000,000 Bodily Injury and Property Damage for Each New Pollution Condition -\$1,000,000 Non-Owned Location Pollution Liability (Coverage E) -\$1,000,000 Transportation Pollution Liability (Coverage F)</p> <p><u>Deductible:</u> \$25,000 Each Pollution Condition \$25,000 Each Claim for Coverage E & F</p> <p><u>Retroactive Date:</u> 10/1/2017</p>
Marina Operators Liability	Atlantic Specialty Insurance Co. #B5JH27183	10/01/18 to 10/01/19	\$7,500.00	<p><u>Location:</u> 700 Polk St., Hollywood, FL Holland Park 801 Johnson St. Hollywood, FL (boat launches-4) Rotary Park 3150 Taft St. Hollywood, FL (boat launch)</p> <p><u>Legal Liability including defense costs within the limit:</u> \$1,000,000 any one Vessel \$1,000,000 any one Casualty or Disaster</p> <p><u>Deductible:</u> \$10,000</p>

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INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Watercraft Hull Physical Damage	Hartford Fire Insurance Co. #21OMZP9597	10/01/18 to 10/01/19	\$11,850.00	<p><u>Scheduled Vessel Policy:</u></p> <ol style="list-style-type: none"> 1. \$3,900 -1992 DUSKY SKIFF 16' DUS00148E292 2. \$77,400 -2005 INTREPID 30' 1BW30218C505 3. \$50,000 -2005 Contender Open Fisherman 25' 4. \$ 9,120 -2006 CAROLINA SKIFF 19' EKHS3206C606 5. \$11,744 -2010 Yamaha Jet Ski YAMA2073A010 6. \$11,744 -2010 Yamaha Jet Ski YAMA2279I910 7. \$9,843 -2015 Carolina Skiff EKOP695B515 8. \$10,298 – 2016 Yamaha Jet Ski <p><u>Hull Limit – all vessels:</u> \$184,049</p> <p><u>Deductible:</u> \$1,000 Any One Occurrence</p>
EMT Professional Liability	Lloyds of London #PGIARK01159-07	10/01/18-10/01/19	\$35,235.00	<p><u>Limit of Liability including defense costs within the limit:</u> \$250,000 per claim \$500,000 annual aggregate</p> <p><u>Deductible:</u> \$50,000 per claim (indemnity & expense)</p> <p><u>Retro Dates:</u> July 1, 2009 – for Limit of \$100,000/\$300,000 July 1, 2011 – for Limit of \$250,000/\$500,000</p>

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INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Deadly Weapon/Active Shooter	Underwriters at Lloyd's London #BO723RE00057418	10/1/18-10/1/19	\$45,890.00 (Includes \$1,250 Response Training Fee)	<p>Limit of Liability including defense cost within the limit: \$1,000,000 Combined Single Limit and Aggregate Liability</p> <p>Sublimits are within the limit of liability and are not additional amounts of coverage: -\$1,000,000 limit and aggregate Business Interruption Extension -\$500,000 limit/\$1,000,000 aggregate Property Damage Extension -\$500,000 limit/ \$1,000,000 aggregate Funeral Expenses -\$1,000,000 limit and aggregate \$1,000,000 Crisis Management -\$500,000 limit/\$1,000,000 aggregate Counseling Services</p> <p><u>Deductibles:</u> \$10,000 each and every claim including claim expenses 3 days Business Interruption 15</p>
Public Officials Bond – Cintya G. Ramos	Hartford Fire Ins. Co. #83BSBHU9742	11/6/18-11/5/19	\$2,322.00	<p><u>Public Officials Bond:</u> \$1,000,000</p>
General Liability/TULIP	Atlantic Casualty Insurance Co. # GL0373505	12/2/18-12/2/19	Premium Paid by Tenant Users	<p><u>Limit of Liability:</u> \$1,000,000 each occurrence \$1,000,000 Personal and Advertising Injury \$1,000,000 Products & Completed Ops. Aggregate \$50,000 Damage to Premises Rented to You Excluded Medical Payments</p> <p><u>Deductible:</u> \$0 per claim</p>

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INSURED: City of Hollywood			AS OF: February 7, 2019																																	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles																																
Primary Property (Municipal)	National Fire & Marine Ins. Co. #42PRP00005906 Everest Insurance Co. # CA3P006089181 Ironshore Specialty Ins. Co. #001165507 Underwriters at Lloyd’s, London ##EAGLE100024AREFW X01	12/15/18-12/15/19	\$872,512.00 (including FL fees)	<p>Perils: Risk of Direct Physical Loss or damage including Flood and Earthquake, excluding Equipment Breakdown and Terrorism</p> <p>Total Insured Values: \$195,993,023</p> <p>Limit of Insurance: \$30,000,000 Primary Per Occurrence for all perils, coverages and locations combined</p> <p>Sublimits are within the limit of insurance and not additional amounts of coverage:</p> <table><tr><td>\$30,000,000</td><td>Named Storm</td></tr><tr><td>\$5,000,000</td><td>Flood Aggregate</td></tr><tr><td>\$5,000,000</td><td>Earth Movement Aggregate</td></tr><tr><td>\$2,000,000</td><td>Per Occurrence for Electronic Data Processing Equipment and Media</td></tr><tr><td>\$5,000,000</td><td>or 25% of loss whichever is greater per occurrence for Debris Removal</td></tr><tr><td>\$10,000,000</td><td>Per Occurrence for Demolition/Increased Cost of Construction Coverage A</td></tr><tr><td>\$5,000,000</td><td>Per occurrence for Demolition/Increased cost of Construction Coverage B</td></tr><tr><td>\$5,000,000</td><td>Per Occurrence for Demolition/Increased Cost of Construction Coverage C however the company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced</td></tr><tr><td>\$500,000</td><td>Per Occurrence for Errors and Omissions</td></tr><tr><td>\$100,000</td><td>Per Occurrence for Contingent Time Element</td></tr><tr><td>\$25,000</td><td>Per Occurrence and Annual Aggregate for Limited Pollution Coverage</td></tr><tr><td>180 days</td><td>Extended Period of Indemnity</td></tr><tr><td>\$2,500,000</td><td>Per Occurrence Extra Expense</td></tr><tr><td>\$1,000,000</td><td>Per Occurrence Fine Arts</td></tr><tr><td>\$50,000</td><td>Per Occurrence for Fire Brigade Charges</td></tr><tr><td>\$500,000</td><td>30 days Per Occurrence for Ingress/Egress</td></tr></table>	\$30,000,000	Named Storm	\$5,000,000	Flood Aggregate	\$5,000,000	Earth Movement Aggregate	\$2,000,000	Per Occurrence for Electronic Data Processing Equipment and Media	\$5,000,000	or 25% of loss whichever is greater per occurrence for Debris Removal	\$10,000,000	Per Occurrence for Demolition/Increased Cost of Construction Coverage A	\$5,000,000	Per occurrence for Demolition/Increased cost of Construction Coverage B	\$5,000,000	Per Occurrence for Demolition/Increased Cost of Construction Coverage C however the company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced	\$500,000	Per Occurrence for Errors and Omissions	\$100,000	Per Occurrence for Contingent Time Element	\$25,000	Per Occurrence and Annual Aggregate for Limited Pollution Coverage	180 days	Extended Period of Indemnity	\$2,500,000	Per Occurrence Extra Expense	\$1,000,000	Per Occurrence Fine Arts	\$50,000	Per Occurrence for Fire Brigade Charges	\$500,000	30 days Per Occurrence for Ingress/Egress
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SCHEDULE OF INSURANCE

(Intended as a synopsis, only, and does not contain all term/conditions of policies)

INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Primary Property (Municipal) (continued)				<p>\$5,000,000 Per Occurrence Leasehold Interest</p> <p>\$1,000,000 Per Occurrence for Miscellaneous Unnamed Locations</p> <p>\$ 250,000 Per Occurrence and Annual Aggregate for Mold/Fungus resultant damage (as a result of a covered peril)</p> <p>\$1,000,000 Per Occurrence for Accounts Receivable</p> <p>\$5,000,000 Per Occurrence for Newly Acquired Property for a period of 90 days, if not reported to the company in that 90 days period then coverage ceases</p> <p>\$100,000 Per Occurrence Professional Fees</p> <p>\$500,000 Per Occurrence Service Interruption. A qualifying period of 24 hours applies to this coverage</p> <p>\$100,000 Per Occurrence and Annual Aggregate for limited Pollution coverage</p> <p>\$100,000 Per Occurrence for Transit, \$100,000 Per Conveyance</p> <p>\$ 500,000 Per Occurrence Civil/Military Authority – 30 Days</p> <p>\$ 1,000,000 Per Occurrence Valuable Papers and Records</p> <p>\$ 5,000,000 Property in the Course of Construction</p> <p>\$ 1,000,000 Landscaping, Trees, Shrubs and Plants as respects Physical Damage and Debris Removal \$250,000 any one occurrence, \$5,000 max per item</p> <p>\$100,000 Personal Property of Others</p> <p>\$100,000 Personal Property of Officers and Employees</p> <p>\$10,000,000 Per Occurrence for Property in the Open</p> <p>\$500,000 Business Income</p> <p><u>Deductibles:</u> \$25,000 All Other Perils Per Occurrence <u>Except:</u></p> <p><u>Earth Movement:</u> \$100,000 Per Occurrence</p>

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INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Primary Property (Municipal) (continued)				<p><u>Flood:</u></p> <ul style="list-style-type: none"> • \$100,000 Per Occurrence, Except as follows: • 2% of Total Insured Values at the time of the loss at each location involved in the loss or damage, subject to a minimum of \$1,000,000 any one occurrence, as respects locations wholly or partially within Special Flood Hazard Area (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (FEMA). <p><u>Windstorm or Hail:</u></p> <ul style="list-style-type: none"> • \$250,000 Per Occurrence, except as follows: • 5% of Total Insured Values at the time of the loss at each location involved in the loss or damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm or Tropical Depression), regardless of the number of Coverages, Locations or Perils involved (including but not limited to, all Flood, Wind, Wind Gusts, Storm Surges, Tornados, Cyclones, Hail or Rain) and subject to a minimum deductible of \$250,000 any one occurrence. <p><u>Valuation:</u> Replacement Cost on Real & Personal Property Actual Loss Sustained for Time Element</p>

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Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles														
Excess Property Municipal	Landmark American Ins. Co. #LHD906371	12/15/18-12/15/19	\$62,263.00 (including FL fees)	<p><u>Perils:</u> Risk of Direct Physical Loss or Damage Excluding Flood, Earth Movement, Windstorm or Hail and Terrorism</p> <p><u>Limit of Insurance:</u> \$165,168,023 excess of \$30,000,000</p> <p><u>Deductibles:</u> Follow the primary</p>														
Property Utilities	ACE American Ins. Co. – 75% #EUTN14328038 Lloyds of London/Amrisc - 25% #AMR65178	12/15/18-12/15/19	\$524,500.00 (including FL fees) PLUS \$6,000 Loss Control Inspection Fee	<p><u>Perils:</u> Risk of Direct Physical Damage including Flood, Earth Movement and Boiler & Machinery, excluding Business Interruption</p> <p><u>Total Insured Values:</u> \$295,965,041</p> <p><u>Limit of Insurance:</u> \$150,000,000</p> <p><u>Sublimits are within the limit of insurance and not additional amounts of coverage:</u></p> <table><tr><td>\$50,000,000</td><td>Named Windstorm</td></tr><tr><td>\$25,000,000</td><td>Earthquake/Earth Movement Annual Aggregate, except</td></tr><tr><td>\$10,000,000</td><td>Flood (including Storm Surge) Annual Aggregate, except</td></tr><tr><td>No Coverage</td><td>Flood (Zones A & V including subzones)</td></tr><tr><td>\$250,000</td><td>Accounts Receivable</td></tr><tr><td>\$5,000,000</td><td>Automatic Coverage – Newly Acquired 90 Days Reporting Period</td></tr><tr><td>2 Consecutive Weeks</td><td>Civil Authority</td></tr></table>	\$50,000,000	Named Windstorm	\$25,000,000	Earthquake/Earth Movement Annual Aggregate, except	\$10,000,000	Flood (including Storm Surge) Annual Aggregate, except	No Coverage	Flood (Zones A & V including subzones)	\$250,000	Accounts Receivable	\$5,000,000	Automatic Coverage – Newly Acquired 90 Days Reporting Period	2 Consecutive Weeks	Civil Authority
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INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Property Utilities (continued)				\$100,000 Business Interruption \$5,000,000 Debris Removal or 25% of loss, whichever is greater Increased Cost of Construction: \$2,000,000 Demolition \$2,000,000 Electronic Data Processing Media \$100,000 Expediting Expense \$2,500,000 Extra Expense \$50,000 Off-Premises Foam and Firefighting Expenses \$100,000 Off-Premises Power (PD Only) \$50,000 Pollution Cleanup Real and Personal and Business Interruption Combined, Annual Aggregate \$250,000 Temporary Removal of Property \$100,000 Transit \$1,000,000 Personal Property at Unnamed Locations \$500,000 Unintentional Errors and Omissions \$250,000 Valuable Papers <u>Boiler & Machinery Endorsement:</u> \$25,000,000 Boiler & Machinery Per Accident Sublimit, Any One Accident \$100,000 Ammonia Contamination (B&M), Any One Accident \$100,000 Business Interruption (B&M), Any One Accident \$100,000 Expediting Expense (B&M), Any One Accident \$2,500,000 Extra Expense (B&M), Any One Accident \$100,000 Hazardous Substances (B&M), Any One Accident \$100,000 Water Damage (B&M), Any One Accident \$100,000 Consequential Damage (B&M), Any One Accident

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Property Utilities (continued)				<p><u>Deductibles:</u> \$25,000 Per Occurrence \$25,000 Per Accident Boiler & Machinery</p> <p><u>Time element Deductibles:</u> Extra Expense – 120 Hours Business Interruption – 120 Hours</p> <p><u>Named Windstorm Deductible:</u> 5% of the property damage Total Insured Value of the location(s) in the Occurrence, subject to a minimum of \$500,000.</p> <p><u>Flood Deductible:</u> \$500,000 Per Occurrence</p>
Terrorism	Underwriters at Lloyds of London # FC0190318	12/15/18- 12/15/19	\$19,000.00	<p><u>Limit:</u> \$100,000,000 aggregate Sabotage & Terrorism Limit</p> <p><u>Sublimits are within the limit of insurance and not additional amounts of coverage:</u> \$10,000,000 per occurrence and aggregate - Liability sublimit \$1,000,000 per occurrence and aggregate - Chemical, Biological, Radiological & Nuclear (NCBR) sublimit \$500,000 Damage to property in transit \$5,000,000 Contingent Financial Loss (Customer and Supplier contingent extra expense) \$5,000,000 Denial of Access \$5,000,000 Utilities \$5,000,000 Attraction \$5,000,000 Threat 10% or \$500,000 whichever is lesser - Brand rehabilitation</p>

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ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

One Boca Place, 2255 Glades Road, Suite 200E, Boca Raton, FL 33431

Phone: (561) 995-6706 -- Fax: (561) 995-6708

SCHEDULE OF INSURANCE

(Intended as a synopsis, only, and does not contain all term/conditions of policies)

INSURED: City of Hollywood			AS OF: February 7, 2019	
Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Terrorism (continued)				<u>Deductibles:</u> \$10,000 per occurrence each - Damage/Financial Loss, Liability and CBRN Except: <ul style="list-style-type: none"> Contingent Financial Loss: 5 hours any one occurrence Denial of Access: 12 hours any one occurrence unless the occurrence is designated a crime scene by a civil or military authority when 24 hours any one occurrence shall apply Utilities: 5 hours any one occurrence Attraction: 7 days any one occurrence Threat: 2 hours any one occurrence Brand Rehabilitation: 10% any one occurrence
Boiler & Machinery for Municipal Property	Travelers Property & Casualty of America #BME1 9E487938 TIL	12/15/18-12/15/19	\$5,681.00	<u>Equipment Breakdown Limit:</u> \$250,000,000 <u>Sublimits are within the limit and not additional amounts of coverage:</u> \$100,000 Limited Coverage for fungus, wet rot and dry rot Included Refrigerant Contamination \$10,000,000 Hazardous Substances Included Newly Acquired Premises – 90 days to report Included Errors or Omissions \$100,000 Spoilage Damage \$5,000,000 Electronic Data & Media \$10,000,000 Ordinance & Law (including Demolition and ICC) Included Electrical Surge or Disturbance \$1,000,000 Green Coverage Included New Generation Valuation Included Brands and Labels \$25,000 Claim Data Expense

IMPORTANT: This is a summary only. It does **not** include all of the terms, coverages, exclusions, limitations, and conditions in the actual insurance contract. **You must read the policy itself for those details.**

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Type of Policy	Company and Policy Number	Effective Dates	Annual Premium	Description of Property, Limits, Coverages & Deductibles
Boiler & Machinery for Municipal Property (continued)				<p><u>Valuation:</u> Repair/Replacement</p> <p><u>Deductible:</u> \$10,000 Combined Deductible</p> <p><u>Covered Locations:</u> All locations on file with carrier for all City Property excluding Utilities Property</p>
Public Officials Liability	Ironshore Specialty Ins. Co. #001538506	12/21/18-12/21/19	\$128,000.00	<p><u>Limit of Liability including defense costs within the limit:</u> \$5,000,000 aggregate limit \$25,000 Crisis Management Coverage Sublimit</p> <p><u>Deductible</u> \$100,000</p>
Flood (NFIP)	Hartford Insurance Company of the Midwest	VARIOUS	VARIOUS	<u>See schedule attached</u>

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**CITY OF HOLLYWOOD
FLOOD INSURANCE SCHEDULE
2018-2019 ANNUAL FLOOD SCHEDULE**

	PROPERTY LOCATION	POLICY YEAR	POLICY #	FLOOD ZONE	FLOOD ZONE AS OF 8/18/14	BLDG LIMIT PER SOV	CONTENTS LIMIT PER SOV	BUILDING	CONTENTS	BUILDING DEDUCTIBLE	CONTENTS DEDUCTIBLE	PREMIUM
1	1617 N. Surf Rd., Community Ctr. Chamow Bldg, Hollywood, FL 33019	2/10/19-20	87057324472019		AE	\$ 998,000	\$ 120,000	\$ 500,000	\$ 120,000	\$ 2,000	\$ 2,000	\$ 9,011.00
	TOTAL:											\$ 9,011.00
2	707 So Ocean Drive, Fire Station #40, Hollywood, FL 33019	3/1/19-20	99055447662019	AE	AE	\$ 7,329,000	\$ 176,400	\$ 500,000	\$ 176,400	\$ 5,000	\$ 5,000	\$ 17,460.00
3	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205662019	X	AE	\$ 920,000		\$ 500,000		\$ 1,250		\$ 3,151.00
4	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205722019	X	AE	\$ 1,190,000	\$ -	\$ 500,000		\$ 1,250		\$ 3,151.00
5	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205692019	X	AE	\$ 1,166,000	\$ -	\$ 500,000		\$ 1,250		\$ 3,151.00
6	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205642019	X	AE	\$ 1,262,000		\$ 450,000		\$ 1,250		\$ 2,999.00
7	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205652019	X	AE	\$ 5,680,000	\$ 282,000	\$ 500,000	\$ 282,000	\$ 1,250	\$ 1,250	\$ 6,036.00
8	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205632019	X	AE	\$ 4,717,000	\$ 18,862	\$ 500,000		\$ 1,250		\$ 3,151.00
9	1621 N. 14th Ave. Hollywood, FL 33020	3/1/19-20	87029205622019	X	AE	\$ 114,000		\$ 80,000		\$ 1,000		\$ 1,159.00
10	2207 Raleigh St. Hollywood, FL 33020	3/1/19-20	87029206012019	X	AH	\$ 371,000	\$ 58,510	\$ 350,000	\$ 50,000	\$ 1,250	\$ 1,250	\$ 2,661.00
11	2310 N 23rd Ave. Hollywood, FL 33020	3/1/19-20	87029206062019	X	AH	\$ 1,202,000	\$ 82,240	\$ 500,000	\$ 50,000	\$ 1,250	\$ 1,250	\$ 3,040.00

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12	6197 Taft St. Hollywood, FL 33310	3/1/19-20	87029205962019	X	AH	\$ 610,000	\$ 56,482	\$ 500,000	\$ 50,000	\$ 1,250	\$ 1,250	\$ 3,040.00
	TOTAL:											\$ 48,999.00
13	5731 Pembroke Rd., Hollywood, FL 33023	7/23/18-19	87059393732018		AHB	\$ 530,000	\$ -	\$ 500,000	\$ -	\$ 1,250		\$ 908.00
	TOTAL:											\$ 908.00
14	1112 N. Ocean Dr., Beach Maintenance Bldg. Hollywood, FL 33019	10/1/18-19	99014183742018	A08	AE	\$ 107,000	\$ 380,268	\$ 100,000	\$ 300,000	\$ 2,000	\$ 2,000	\$ 7,025.00
15	1301 S. Ocean Dr. Comm. Ctr, Hollywood, FL 33019	10/1/18-19	99014183622018	AE	AE	\$ 2,680,000	\$ 170,157	\$ 500,000	\$ 105,000	\$ 1,250	\$ 1,250	\$ 13,497.00
16	1520 Polk St., Hammerstein House, Hollywood, FL 33020	10/1/18-19	99014183952018	AE	AE	\$ 284,000	\$ -	\$ 200,000	\$ -	\$ 1,250	\$ -	\$ 1,051.00
17	1520 Polk St., Hammerstein House, Annex Hollywood, FL 33020	10/1/18-19	99014183942018	AE	AE	\$ 89,000	\$ -	\$ 50,000	\$ -	\$ 2,000	\$ -	\$ 889.00
18	1621 N. 14th Ave. Effluent Pump Bldg. Hollywood, FL 33020	10/1/18-19	99014183912018	AE	AE	\$ 1,062,000		\$ 500,000	\$ -	\$ 1,250	\$ -	\$ 2,455.00
19	1621 N. 14th Ave. Engine Driven Pumps Hollywood, FL 33020	10/1/18-19	99014183712018	AE	AE	Can't identify the building from SOV description	?	\$ 500,000	\$ -	\$ 1,250	\$ -	\$ 1,568.00
20	1621 N. 14th Ave. Pump Station, Hollywood, FL 33020 - Administration (A)	10/1/18-19	99014183842018	AE	AE	\$ 4,567,000	\$ 561,000	\$ 500,000	\$ 500,000	\$ 1,250	\$ 1,250	\$ 3,412.00
21	1621 N. 14th Ave. Receiving Bldg, Hollywood, FL 33020 - Maintenance Bldg (B)	10/1/18-19	99014183722018	AE	AE	\$ 1,969,000	\$ 240,000	\$ 500,000	\$ 200,000	\$ 1,250	\$ 1,250	\$ 14,467.00
22	1621 N. 14th Ave. Transfer Station, Hollywood, FL 33020 - Main Control Bldg (C)	10/1/18-19	99014183612018	AE	AE	\$ 2,798,000	\$ 77,000	\$ 500,000	\$ 100,000	\$ 1,250	\$ 1,250	\$ 1,788.00

**CITY OF HOLLYWOOD
FLOOD INSURANCE SCHEDULE
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	PROPERTY LOCATION	POLICY YEAR	POLICY #	FLOOD ZONE	FLOOD ZONE AS OF 8/18/14	BLDG LIMIT PER SOV	CONTENTS LIMIT PER SOV	BUILDING	CONTENTS	BUILDING DEDUCTIBLE	CONTENTS DEDUCTIBLE	PREMIUM
23	700 Polk St., Marina Dock Bldg. Hollywood, FL 33019	10/1/18-19	99014183862018	A08	AE	\$ 142,000	\$ 20,179	\$ 220,000	\$ 21,000	\$ 2,000	\$ 2,000	\$ 3,472.00
24	Johnson & Boardwalk, Beach Bandshell, Hollywood, FL 33020	10/1/18-19	99014183782018	B	AE	\$ 182,000	\$ -	\$ 120,000		\$ 1,250		\$ 1,573.00
25	2933 Taft St Hollywood, FL 33020	10/1/18-19	87058316922018		AE	\$ 338,300	\$ -	\$ 338,300	\$ -	\$ 2,000	\$ -	\$ 2,579.00
	TOTAL:											\$ 53,776
26	1451 Taft St., Clubhouse, Hollywood, FL 33020	11/18/18-19	99014183222018	AE	AE	\$ 390,000	\$ 13,500	\$ 300,000	\$ 21,000	\$ 1,250	\$ 1,250	\$ 3,920.00
27	1451 Taft St., Restrm, Shelter, Hollywood, FL 33020	11/18/18-19	99014183502018	AE	AE	\$ 75,000	\$ -	\$ 38,900	\$ -	\$ 2,000	\$ -	\$ 774.00
28	1600 Johnson St. Hollywood, FL 33320 - CC Pro Shop	11/18/18-19	99014183212018	AE	AE	\$ 314,000	\$ 65,929	\$ 220,000	\$ 50,000	\$ 1,250	\$ 1,250	\$ 962.00
29	1621 N. 14th Ave., Bar Screen Bldg., Hollywood, FL 33020	11/18/18-19	99014183522018	AE	AE	\$ 1,907,000	\$ -	\$ 500,000	\$ 100	\$ 1,250	\$ 1,250	\$ 4,644.00
30	1621 N. 14th Ave. Grit Tank # 3 Pump Rm, Hollywood, FL 33020	11/18/18-19	99014183542018	AE	AE	\$ 1,797,000	\$ -	\$ 500,000	\$ 100	\$ 1,250	\$ 1,250	\$ 4,644.00
31	1621 N. 14th Ave. Grit Tank Pump Rm #1 & #2, Hollywood, FL 33020	11/18/18-19	99014183562018	AE	AE	\$ 2,925,000	\$ -	\$ 500,000	\$ 100	\$ 1,250	\$ 1,250	\$ 4,644.00
32	1621 N. 14th Ave. Influent Pump Station, Hollywood, FL 33020	11/18/18-19	99014183592018	AE	AE	\$ 4,629,000	\$ -	\$ 500,000	\$ -	\$ 2,000	\$ -	\$ 8,458.00
33	1621 N. 14th Ave. Main Electrical Service Bldg., Hollywood, FL 33020	11/18/18-19	99014183462018	AE	AE	\$ 6,208,000	\$ 50,000	\$ 500,000	\$ 200,000	\$ 2,000	\$ 2,000	\$ 12,373.00

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34	1621 N. 14th Ave.Oxygen Generator Tower Slab, Hollywood, FL 33020	11/18/18-19	99014183472018	AE	AE	\$ 29,366,000	\$ -	\$ 500,000	\$ 100	\$ 1,250	\$ 1,250	\$ 4,644.00
35	1621 N. 14th Ave., Remote Control Bldg., Hollywood, FL 33020	11/18/18-19	99014183692018	A07	AE	can't match to the SOV	can't match to the SOV	\$ 300,000	\$ 500,000	\$ 1,250	\$ 1,250	\$ 2,884.00
36	1621 N. 14th Ave. Secondary Clarifier Elect. Bldg., Hollywood, FL 33020	11/18/18-19	99014183492018	A07	AE	\$ 1,706,000	can't match to the SOV	\$ 500,000	\$ 100	\$ 1,250	\$ 1,250	\$ 4,644.00
37	1621 N. 14th Ave. Wetair Oxidation Bldg., Hollywood, FL 33020	11/18/18-19	99014183392018	A07	AE	can't match to the SOV	can't match to the SOV	\$ -	\$ 200,000	\$ -	\$ 1,000	\$ 1,445.00
38	2110 N. Ocean Blvd., Fire Station, Ft. Lauderdale, FL 33305 - Old Station #40	11/18/18-19	99014183292018	AO	AO	\$ 859,000		\$ 500,000	\$ 200,000	\$ 5,000	\$ 5,000	\$ 5,224.00
39	3250 Hollywood Blvd., Police Station, Hollywood, FL 33021	11/18/18-19	99054318292018	B	AH	\$ 14,758,000	\$ 4,223,664	\$ 500,000	\$ 500,000	\$ 1,250	\$ 1,250	\$ 4,337.00
40	3401 Hollywood Blvd. Fire Station, Hollywood, FL 33021	11/18/18-19	99054318302018	B	X	\$ 2,997,000	\$ 393,700	\$ 500,000	\$ 250,000	\$ 1,250	\$ 1,250	\$ 2,705.00
41	400 Entrada Dr.Hollywood, FL 33021 - Orangebrook Clubhouse	11/18/18-19	99014183242018	AE	AH	\$ 2,498,000	\$ 299,404	\$ 500,000	\$ 200,000	\$ 1,250	\$ 1,250	\$ 1,282.00
	TOTAL:											\$ 67,584
	SUB-TOTAL:											\$ 180,278
	NON-RENEWED:											
	1810 NW 64th Ave., Fire Station, Hollywood, FL 33024	11/18/18-19	99014183312018	AH	AH	\$ 947,000	\$ 233,160	\$ 500,000	\$ 200,000	\$ 1,250	\$ 1,250	\$ 1,282.00

[illegible]

Question and Answers for Bid #RFP-4606-19-AP - Insurance Broker Services

Overall Bid Questions

There are no questions associated with this bid.