

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** 11/25/24

**FROM:** Damaris Henlon, Interim City Attorney

**SUBJECT:** Proposed Blanket Purchase Agreement with CDW Government LLC for the Purchase of Hardware, Software and Accessories, based on the Sourcewell Contract No. 121923-CDW, for an Amount Up to \$1,200,000.00, on an As-Needed Basis, from January 15, 2025 Through February 27, 2028, in accordance with Section 38.41(C)(5) of the Procurement Code. (Piggyback)

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I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Information Technology Department
- 2) Type of Agreement – Blanket Purchase Agreement/ Piggyback
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.41 (C)(5) of the Code of Ordinances allows the Chief Procurement Officer to procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference; utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.
- 4) Term of Contract:
  - a) initial – January 15, 2025 through February 27, 2028
  - b) renewals (if any) – Three additional one-year extensions upon request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.
  - c) who exercises option to renew – Sourcewell
- 5) Contract Amount – \$1,200,000.00
- 6) Termination Rights – There is no termination for convenience clause in the piggyback contract .

TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

7) Indemnity/Insurance Requirements –

**11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

8) Scope of Services –

9) Other Significant Provisions:

- Competitively bid by Sourcewell - is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities.
- There is no termination for convenience provision in the piggyback contract.

cc: George R. Keller, Jr. CPPT, City Manager