

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 8/21/24

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Blanket Purchase Agreement with Carahsoft Technology Corporation for the Purchase of Cloud Solutions for an Amount Up To \$250,000.00, for the Period from October 1, 2024 to September 30, 2026, In Accordance with Section 38.41(C)(5) of the Procurement Code. (Piggyback)

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
- 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 – October 1, 2024 to September 30, 2026
 - b) renewals (if any) – see 4(c)
 - c) who exercises option to renew – Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings
- 5) Contract Amount – \$250,000.00
- 6) Termination Rights –

SECTION 2. TERMINATION.

2.1 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

7) Indemnity/Insurance Requirements –

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

8) Scope of Services – cloud based technical solutions to augment the City's processes, improve operations and processing capacity, and enhance cyber-security efforts

9) Other Significant Provisions: Competitively bid by State of Utah

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