

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** October 3, 2017  
**FROM:** Alan Fallik, Acting City Attorney  
**SUBJECT:** Proposed Blanket Purchase Order with Bergeron Emergency Services, Inc.  
and Ceres Environmental Services, Inc.

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I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works
  - 2) Type of Agreement – Blanket Purchase Order
  - 3) Method of Procurement (RFP, bid, etc.) – Section 38.40(C)(1) entitled “*Emergency purchases*” provides in urgent cases of compelling emergency which require the immediate purchase of supplies or contractual services, the City Manager is empowered to authorize the Director to secure by open market procedure as herein set forth, at the lowest obtainable price, any supplies or services meeting the competitive bid requirement. All such emergency purchases must receive prior approval of the City Commission, except for the most urgent situation presenting a clear and present substantial threat to life or property where immediate action is required and a quorum of the Commission for an emergency special meeting cannot be obtained before the deadline for action.
  - 4) Term of Contract
    - a) initial – One year
    - b) renewals (if any) – n/a
    - c) who exercises option to renew – n/a
  - 5) Contract Amount – Combined amount not to exceed \$13,000,000.00
  - 6) Termination Rights – City, acting through its City Manager or his/her designee, reserves the right to terminate the order in whole or in part for default (a) if Contractor fails to perform in accordance with any of the requirements of the order or (b) If Contractor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Contractor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Contractor, will be liable for excess costs of reprocurement.
  - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
  - 8) Scope of Services – Contractor shall provide emergency debris removal.
  - 9) Other Significant Provisions – RFP (no. 4361-13-IS)
- cc: Dr. Wazir Ishmael, City Manager