

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** November 13, 2023

FROM: Douglas R. Gonzales, General Counsel

SUBJECT: Purchase Order to Water Treatment and Controls Technology for
Annual Preventative Maintenance and Emergency Services

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 – Public Utilities
- 2) Type of Agreement –Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.41(C)(2) of the City's Procurement Code exempts sole-source goods, supplies, materials, equipment and services, such as unique, patented, or franchised goods, supplies, materials, equipment or services, from the competitive bid requirements if the Chief Procurement Officer determines after conducting a good faith review of available sources, that the particular supply or service is available from one source.
- 4) Term of Contract:
 - a) initial – December 6, 2023, through September 30, 2024
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$249,239.00
- 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 preventative maintenance and emergency services for the chlorine facility at the Southern Regional Wastewater Treatment Plant.

9) Other Significant Provisions: n/a

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