



**CITY OF HOLLYWOOD, FLORIDA**

**OFFICE OF PROCUREMENT SERVICES**

**DATE:** May 22, 2019 **FILE:** PR-19-153

**TO:** Francois Domond, Interim Director, Public Utilities

**FROM:** Robert Lowery, Procurement Contracts Officer, Procurement Services  
*RL*

**SUBJECT:** Blanket Contract Renewal for Sodium Hypochlorite - B003074 – Allied Universal Corporation

**ISSUE:**

The current period of the above contract expires **October 2, 2019**. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest.

**EXPLANATION:**

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

**RECOMMENDATION:**

Please reply as soon as possible by returning this memo appropriately filled out, signed and dated along with the attached Contract Renewal Evaluation Form.

Date: 5/23/19 To: Robert Lowery, Procurement Services

The Director recommends the following:

RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 442.400501.53600.552330.000000.000.000.

DO NOT renew this contract. See attached memo explaining the reason(s).

DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

Estimated: annual usage/expenditure is \$350,000.00

By: *[Signature]* 5/28/19

Title: Interim Director Public Utilities

*Called  
5/28/19*

2019 JUN -4 AM 5:52  
2019 JUN -4 AM 5:52  
DIVISION  
PROCUREMENT SERVICES  
CITY OF HOLLYWOOD



## CITY OF HOLLYWOOD, FLORIDA

### PROCUREMENT SERVICES DIVISION

#### Department/Office Contract Renewal Evaluation

<b>Date:</b> 5/23/19	
<b>Department/Office:</b> Public Utilities	<b>Division/Area:</b> 4011 Water Treatment Plant
<b>Contact Person:</b> Luis Montoya	<b>Title:</b> Plant Superintendent
<b>Contact phone number:</b> 954-967-4230	<b>Contact Email:</b> lmontoya@hollywoodfl.org
<b>Purchase Order/Blanket Purchase Order #:</b> B003074	
<b>Contract Expiration Date:</b>	
<b>Vendor:</b> Allied Universal Corporation	<b>Contact Person:</b> Cristhianne Munguia
<b>Contact phone number:</b> 305-88-2623	<b>Contact Email:</b> CristyM@allieduniversal.com
<b>Good/Service:</b> Sodium Hypochlorite	<b>Solicitation #:</b> City of Fort Lauderdale Bid#12006-372

1. How would you rate the quality of goods/services?

Excellent       Good       Satisfactory       Poor

2. How would you rate the courteousness vendor's personnel?

Excellent       Good       Satisfactory       Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?  
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
<b>Overall Quality</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Value</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Frequency of Contact</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Responsiveness to request</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

Yes     No

If no, please explain?

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

Yes     No     Did not need to contact

If no, please explain?



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**Department/Office**  
**Contract Renewal Evaluation**

6. Has the invoicing been timely, accurate and in accordance with the contract?

Yes  No

If no, please explain?

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7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

Yes  No

If no, please explain?

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8. Please state any additional comments about your experience with this vendor and the goods/services provided:

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Department/Office Director's Name:

*Handwritten signature and date: 5/28/19*

*FRANCOIS DEMOND*

Department/Office Director's Signature:

*Handwritten signature and date: 5/28/19*

May 22, 2019

tel: 954.921.3299  
fax: 954.921.3086

Allied Universal Corporation  
Attn: Cristhianne Munguia  
3091 NW 115 Ave  
Miami, FL 33178

Dear Vendor:

Our Agreement for Sodium hypochlorite based upon City of Fort Lauderdale COOP Bid # 12006-372, Blanket Purchase Order B003074, expires on 10/2/2019.

The Office of Procurement Services would like to renew the agreement for a one (1) year renewal period under the terms and conditions utilizing Blanket Purchase Order B003074 (copy attached).

Please advise your interest in renewing this Agreement by marking the appropriate response, signing, and returning this correspondence.

If you are unable to renew this agreement, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at 954-921-3552 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,



Robert Lowery, Procurement Contracts Officer  
Office of Procurement Services

RL/dm

I agree:   
(Signature)

I disagree: \_\_\_\_\_  
(Signature)

Name: Jim Palmer  
(Typed or Printed)

Date: 6/24/19



City of Fort Lauderdale • Procurement Services Division  
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
 954-828-5933 Fax 954-828-5576  
 www.fortlauderdale.gov

June 21, 2019

Allied Universal  
 Attn: James Palmer  
 3901 NW 115 Avenue  
 Miami, FL 33178

**SUBJECT: Renewal of Term Contract for Sodium Hypochlorite, ITB 12006-372, Amendment 1**

Dear James Palmer:

The subject Contract will expire on October 2, 2019.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year effective October 1, 2019, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Teresa Wright, at [twright@fortlauderdale.gov](mailto:twright@fortlauderdale.gov) by June 28, 2019.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Jodi S. Hart, CPPO, CPPB, MBA  
 Chief Procurement Officer

ACCEPTANCE

By Official Signature

Joe Pelham, President / CEO  
 Name Title

Date

6/24/19





## Blanket Purchase Order B003074

### *Supplier Details:*

Company Allied Universal Corporation  
Contact Catherine Guillarmod  
Address 3901 NW 115 Avenue  
Miami, FL 33178

### *Submit your response to:*

Company City of Hollywood, FL - Public Utilities Water Treatment Plant Maintenance  
Contact Aguilera, Carlos  
Address 3441 Hollywood Blvd.  
Hollywood FL 33020  
  
Phone  
Fax  
E-mail [caguilera@hollywoodfl.org](mailto:caguilera@hollywoodfl.org)

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Order with your Company based on the following:  
COOP Contract Fort Lauderdale 12006-372



Blanket Purchase Order B003074

Agreement	B003074
Agreement Date	10/23/2017
Change Order	1
Change Order Date	10/23/2017
Revision	0
Agreement Amount	179,763.97 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR	City of Hollywood	Supplier	Allied Universal Corporation
Mail To	Accounts Payable, Room 119		3901 NW 115 Avenue
	P.O. Box 229045		Miami, FL 33178
	Hollywood, FL 33022-9045		

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	02608	Immediate	None	Destination
	Start Date	End Date	Shipping Method	
	11/16/2017	10/02/2019		
Initial Award Term	11/16/2017	10/02/2019		
First Renewal Period	10/03/2019	10/02/2020		
Second Renewal Period	10/03/2020	10/02/2021		
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	Sodium hypochlorite Tanker load Per fort lauderdale coop bid# 12006-372 Approved via r-2017-346	Gallon	0.498	
	<b>Supplier Item</b>			
	<b>Notes</b> Sodium hypochlorite Tanker load Per fort lauderdale coop bid# 12006-372 Approved via r-2017-346			
	<b>Attachments</b>			
	Type File Name or URL	Title	Description	
2	Sodium hypochlorite Less than tanker load Per fort lauderdale coop bid# 12006-372 Approved via r-2017-346	Gallon	0.548	

Line	Item	UOM	Price	Expiration Date
	<b>Supplier Item</b>			
	<b>Notes</b>	Sodium hypochlorite Less than tanker load Per fort lauderdale coop bid# 12006-372 Approved via r-2017-346		
Attachments				
Type	File Name or URL	Title	Description	





Blanket Purchase Order B003074

## TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller 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 Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

### F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Order B003074

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

**QUANTITIES**

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

**PAYMENT CHANGES**

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

**ANTI-DISCRIMINATION**

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

**UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

**LEGAL RESPONSIBILITY**

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

**LIABILITY - COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

**INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

**OCCUPATIONAL SAFETY AND HEALTH**

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

**REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

**PUBLICITY**

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

**INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Paul A. Bassar  
Director of Procurement & Contract Compliance