

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: 5/6/24

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Blanket Purchase Agreement with the State of Florida Department of Management Services for the Purchase of SUNCOM Communication Services based on the State of Florida Contract DMS-17/18-004B for an Amount Up to \$61,000.00, from May 15, 2024 through July 13, 2025; and State of Florida Contract DMS-17/18-004D for an Amount Up to \$659,000.00, from May 15, 2024 through July 16, 2025, in Accordance with Section 38.41(C)(5) of the Procurement Code.

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 – Department of Information Technology
- 2) Type of Agreement – Piggyback – 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 – DMS-17/18-004B (May 15, 2024 – July 13, 2025); DMS-17/18-004D (May 15, 2024 – July 17, 2025)
 - b) renewals (if any) – may be renewed up to 5 years
 - c) who exercises option to renew – Dept of Mgmt Servs.

5) Contract Amount –

DMS-17/18-004B (\$61,500.00 = \$4,100/month x 15 months);

DMS-17/18-004D (\$659,000.00 = \$149,000 one-time costs x 34,000/month x 15 months)

6) Termination Rights – Termination for cause and convenience provisions

7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.

Commercial General Liability Insurance

The Contractor shall carry and continuously maintain Commercial General Liability insurance sufficient in the amount of \$500,000 per occurrence and \$1,000,000 aggregate to protect the State of Florida from claims or liability for personal injury or property damage caused, in whole or in part, by: the performance of, or the operation of, the Contract.

Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to a third-party claim of violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any third-party claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, arising from acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the performance of this Contract, as well as for any determination arising out of or related to the performance of this Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Neither the Department nor Customers shall indemnify the Contractor, its affiliates, partners, or subcontractors.

8) Scope of Services –

DMS-17/18-004B to support existing additional telecommunication services

DMS-17/18-004D to install, and support a new cloud-based phone system, dial plan, and contact center system

9) Other Significant Provisions:

Section 282.703, Florida Statutes sets forth the State of Florida Department of Management Services' establishment of the SUNCOM Network as the state enterprise telecommunications system for providing local and long-distance communications services to state agencies, political subdivisions of the state, municipalities, and nonprofit corporations; and

Section 282.704, Florida Statutes states that "[a]ny municipality may request the department [Department of Management Services] to provide any or all of the SUNCOM Network's portfolio of communications services upon such terms and conditions as the department may establish. The requesting municipality shall pay its share of installation and recurring costs according to the published rates for SUNCOM Network services and as invoiced by the department. . . ."

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