

# City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: August 15, 2014

RE: BLANKET ORDER # **B002338** PRODUCT/SERVICE: **Fire Rescue Medical Supplies and Janitorial Supplies** 

Telephone Contact: 954-831-9292 FAX: 954-831-8269

#### Broward Sheriff's Office Department of Fire Rescue 23085 B SW 42 Street Fort Lauderdale, FL 33312

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

	FORMAL BID #	
	INFORMAL BID #	DATED:
	RENEWAL OF FORMAL BID #	DATED:
	EXTENSION OF FORMAL BID/RFP#	DATED:
	WRITTEN QUOTATION #	DATED:
	VERBAL QUOTATION PER	DATED:
	STATE OF FLORIDA CONTRACT #	DATED:
	BROWARD COUNTY BID #	
$\boxtimes$	OTHER: BSO Contract	

The term of this order is 10/19/14 through 10/18/15.

The estimated dollar value is **\$65,000.00**.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact Janice English at (954) 921-3345

c: Chief, Fire Rescue And Beach Safety Department Division Chief, Administration, Fire Rescue And Beach Safety Department Division Chief, Support Services, Fire Rescue And Beach Safety Department



# CITY OF HOLLYWOOD, FLORIDA

# **PROCUREMENT SERVICES DIVISION**

DATE:

FILE: PR-14-209

TO:	Eric Busenbarrick, Fire Chief	2014	0Nd
VIA:	Joel Wasserman, Director, Procurement Services	4 JUL	
FROM:	Janice English, Procurement Contracts Officer	32	<b>VEN</b>
SUBJECT:	Blanket Contract Renewal for Fire Rescue Medical Supplies & Supplies – B002338	Janitorial	SERVICES

#### **ISSUE:**

The current period of the above contract expires 10/18/14. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

### **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 8/8/14 by returning this memo appropriately filled out, signed and dated.

Date:	7/30/14 To: Janice English, Procurement Services
The F	ire Chief recommends the following:
	RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is <u>61. 2151. 66000. 532. 005332</u> — Medicol 01-3151. 00000. 532. 005331 — Jon Jondonal DO NOT renew this contract. See attached memo explaining the reason(s).
	_ 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).
By: Title:	Estimated annual usage/expenditure is

Broward Sheriff's Office Department of Fire Rescue 23085 B SW 42 Street Fort Lauderdale, FL 33312 954.327-8715 .www.sheriff.org



August 1, 2014

City of Hollywood Procurement Services Division Attn: Janice English P.O. Box 229045 Hollywood, FL 33022

Re: Purchasing from BSO Fire Rescue Regional Logistics

Ms. English,

This letter is in response to your correspondence dated July 31, 2014 (see attached) requesting that BSO Fire Rescue Regional Logistics continue our current purchasing conditions with the City of Hollywood.

I can assure you the BSO Fire Rescue Regional Logistics has not changed its current purchasing or selling practices. We continue to follow standard procurement procedures and sell our items as a "pas through" without any mark up to our municipal partners.

I cannot guarantee the pricing of every item that we sell, as our contracts, quotes, and bids do change through the year, however I can confirm for you that the items will continue to be passed through to our customers without mark ups or handling fees.

I trust this letter will serve to address the concerns of your agency.

We look forward to continuing to serve you.

Regards

mulankolnen

Miriam Erdman Division Chief BSO- Fire Rescue Regional Logisitics

#### SHERIFF OF BROWARD COUNTY, FLORIDA RELEASE AND WAIVER OF LIABILITY PURCHASE OF FIRE AND MEDICAL SUPPLIES AND/OR MAINTENANCE AND REPAIR SERVICES FOR FIRE AND RESCUE EQUIPMENT

NOTICE: This Release and Waiver of Liability Form when signed is a contract with legal consequences. PLEASE READ IT CAREFULLY BEFORE SIGNING!

TO THE SHERIFF OF BROWARD COUNTY: In consideration of the opportunity afforded to the undersigned entity to participate in a program established by the Sheriff to allow the entity to purchase fire and medical supplies directly from the Sheriff and/or purchase maintenance and repair services for its fire and rescue equipment from the Sheriff, the entity makes the following contractual representations and agreements:

The entity understands that the fire and medical supplies are provided "as is" with all faults and BSO makes no representations or warranties, either expressed or implied, regarding the fire and medical supplies, including the warranty of merchantability and fitness for a particular purpose.

The entity AGREES TO ASSUME THE RISKS associated with the procurement, use, maintenance or storage of the supplies and/or the maintenance and repair services for its fire and rescue equipment.

The entity RELEASES and forever discharges the released parties defined below, of end from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the procurement, use, maintenance or storage of the supplies and/or the maintenance and repair services for its fire and rescue equipment and further agrees, to the extent permitted by law, to indemnify and hold harmless each of the released parties against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees.

The released parties are BSO, the Sheriff of Broward County, and his employees, agents and servants.

I understand that this release and indemnity agreement includes, to the extent permitted by law, any liabilities, claims, actions, damages, costs or expenses incurred as a result of the negligence, actions or inaction of any of the above released parties and covers bodily injury and property damage.

The entity has read the above provisions, fully understands the terms, and understands that it is giving up substantial rights by signing this document and has signed it freely and without any inducement or assurance of any nature and intends it to be a complete and unconditional release of such rights to the greatest extent allowed by law and agrees that, if any portion of this agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

In entering this agreement, I represent that I have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of my own legal representative,

150 FR-19 (New (1261)

who is an attorney of my own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this agreement have been completely read and that those terms are fully understood and voluntarily accepted by me.

This Waiver and Release of Liability once executed by an individual authorized by the entity shall be deemed continuing in nature and shall remain in full force and effect for all purchases made by the entity under the program. This Waiver and Release of Liability shall be effective as of the date of execution as shown below.

Name of Entity

City of Hollywood, Florida

Witnesses Signatures: By: E.

1

APPROVED AS TO FORM AND LEGALITY	
FOR THE USE AND RELIANCE OF THE	
CITY OF HOLLYWOOD, FLORIDA, ONLY /	
Br. altrey shift in	
	-
/ CITY ATTORNEY /	

850 F2-29 (New 12-71)