

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 08/12/24

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Purchase Order to R2 Unified Technologies for Technical Services Based on State of Florida Contract No. 4323000-NASPO-16-ACS, In An Amount Up to \$178,787.84, In Accordance with Section 38.41(C)(5) of the Procurement Code. (Piggyback)

I have reviewed the above referenced matter with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Information Technology Department
- 2) Type of Agreement – Purchase Order
- 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 – 10/1/24-09/15/26
 - b) renewals (if any) – Section 2.2 Renewal. -Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.
 - c) who exercises option to renew – Department or the Contractor
- 5) Contract Amount – up to \$178,787.84
- 6) Termination Rights –

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated

before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – technical consulting and support services
- 9) Other Significant Provisions: Competitively bid by State of Utah

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