

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** May 6, 2024

FROM: Douglas R. Gonzales, General Counsel

SUBJECT: Proposed Purchase Order with CNH Industrial America LLC

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 Works
- 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 – November 13, 2023 through October 11, 2027
 - b) renewals (if any) – Three additional one year terms
 - c) who exercises option to renew – Mutual agreement of the parties
- 5) Contract Amount – Up to \$122,680.86
- 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
 - 9) Other Significant Provisions: Competitively bid by Sourcewell-Agricultural Equipment Solicitation Number: RFP #082923
- cc: George R. Keller, Jr. CPPT, City Manager