

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** November 4, 2023

FROM: Douglas R. Gonzales, General Counsel

SUBJECT: Proposed Purchase Order with R2 Unified Technologies for technical services based on a State of Florida contract in an amount up to \$269,756.00.

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** – Information Technology Department
- 2) **Type of Agreement** – Purchase Order
- 3) **Method of Procurement (RFP, bid, etc.)** –

Piggyback - Section 38.41(C)(5) of the City's Procurement Code allows the Chief Procurement Officer to procure, without 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 and such 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 – January 1, 2024 through December 31, 2025
 - b) renewals (if any) – Yes, as set forth in section 287.057(13), Florida Statutes
 - c) who exercises option to renew – State of Florida
- 5) **Contract Amount** – \$269,756.00
- 6) **Termination Rights** –

Termination for Convenience - in whole or in part at any time, in the best interest of the City.

Termination for Cause – If the City determines that the performance of the Contractor is not satisfactory, the City may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified period, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the City.

7) **Indemnity/Insurance Requirements –**

General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and 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 violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

- 8) Scope of Services – Purchase of software systems to enhance the City's operational functionality.
- 9) Other Significant Provisions: n/a

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