

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 5/28/25

FROM: Damaris Henlon, Interim City Attorney

SUBJECT: Proposed Blank Purchase Agreement to Dell Marketing L.P. for the Purchase of Computers, Servers, Monitors, and Accessories for an Amount Up to \$1,400,00.00, for the Period July 02, 2025 Through June 30, 2029, Based on the Midwestern Higher Education Commission Contract No. MHEC-04152022, In Accordance with Section 38.41(C)(5) of the Code of Ordinances. (Piggyback)

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 – Blanket Purchase Agreement/ Midwestern Higher Education Commission Contract No. MHEC-04152022
- 3) Method of Procurement (RFP, bid, etc.) – RFP/Piggyback

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 – 7/2/25 – 6/30/29
 - b) renewals (if any) – This Master Agreement shall be effective on April 15, 2022 and shall remain in effect until June 30, 2025 (Term Ending Date) unless otherwise terminated pursuant to the terms of the Master Agreement. The Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Participants may procure Products and Services from Supplier under the terms of this

Master Agreement at any time during the duration of the Agreement or any renewal thereof.

c) who exercises option to renew – both parties

5) Contract Amount – \$1,400,00.00

6) Termination Rights –

18. TERMINATION

A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Dell ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for

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convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, Dell may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Dell of any warranty or other service obligations incurred under the terms of this Master Agreement.

- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun, and proceeded in good faith to correct the breach, the nonbreaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.
- E. Procuring Eligible Organization or Dell may terminate an Order under this Master Agreement for cause based upon material breach of the Order or Master Agreement by the other, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within 30 days after receipt of a written notice the breaching party has not corrected the breach, or in the case of a breach that cannot be corrected in 30 days, begun, and proceeded in good faith to correct the breach, the non-breaching party may terminate the Order effective immediately. The non-breaching party shall retain any and all remedies available to it under the law. A breach and any resulting termination of an Order under this Section 18 E shall have no effect on any other Order made by any other Eligible Organization.

7) Indemnity/Insurance Requirements –

21. INDEMNIFICATION

Supplier will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by Supplier, Supplier's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Supplier written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, Supplier will coordinate with state's attorney general as required by state law. Supplier will control the defense of any such claim or action at Supplier's own expense. MHEC and/or Eligible Organization agree that Supplier may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Supplier with all reasonable assistance that Supplier may require

24. INSURANCE

Supplier will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and shall provide proof of insurance to Eligible Organizations if requested. Eligible Organizations may require additional coverage consistent with applicable law, regulation, or policy. Supplier shall give MHEC and the procuring Eligible Organization a minimum of ten (10) days' notice prior to cancellation of policies.

8) Scope of Services – the purchase of computers, servers, monitors, and accessories from Dell Marketing L.P.

9) Other Significant Provisions: MHEC conducted a competitive sourcing event for End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021, dated October 28, 2021, and upon completion of the competitive process Dell received an award.

Amendment #1 – extended the term from to 6/30/29

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