

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** April 11, 2017
FROM: Jeffrey P. Sheffel, City Attorney
SUBJECT: Proposed Blanket Purchase Order with Aquifer Maintenance & Performance Systems, Inc.

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Utilities
 - 2) Type of Agreement – Blanket Purchase Order
 - 3) Method of Procurement (RFP, bid, etc.) – Section 38.40 (C)(5) of the Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are 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, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.
 - 4) Term of Contract
 - a) initial – September 12, 2012 through September 11, 2015
 - b) renewals (if any) – Three additional one-year renewals (This is second one-year term)
 - c) who exercises option to renew – Mutual agreement of the parties.
 - 5) Contract Amount – \$103,700.00
 - 6) Termination Rights – City, acting through its City Manager or his/her designee, reserves the right to terminate the purchase order in whole or in part for default (a) if Contractor fails to perform in accordance with any of the requirements of the purchase 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 procurement.
 - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
 - 8) Scope of Services – Contractor shall perform wellhead maintenance.
 - 9) Other Significant Provisions – Competitively bid by City of Sunrise, FL Bid No. 12(34) 12-16-08-22-H
- cc: Dr. Wazir Ishmael, City Manager