

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: September 8, 2014

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Purchase Order with Otis Elevator Company for elevator, stair lift and platform lift maintenance and repair services at various facilities throughout the City

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

- 1) Department/Office involved – Public Works
- 2) Type of Agreement – Blanket Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – **Piggyback from National Intergovernmental Purchasing Alliance Company (National IPA) awarded by the Metropolitan Government of Nashville and Davidson County, RFP 10-23.** Section 38.40(C)(5) of the City's 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- five (5) year period
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – In an estimated annual amount of \$63420.00.
- 6) Termination rights – With or without cause with 30 days notice.
- 7) Indemnity/Insurance Requirements – Otis shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or their employees. In all other instances, City shall indemnify and hold harmless against all claims, damages, losses, costs and expenses arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment.
- 8) Scope of Services – Otis will provide elevator, stair lift and platform maintenance and repair services at various facilities throughout the City.

9) City's prior experience with Vendor (if any) – n/a

Term Sheet – Otis Elevator

10) Other significant provisions – none

cc: Cathy Swanson-Rivenbark, City Manager