

RESOLUTION NO. R-2020-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A BLANKET PURCHASE AGREEMENT WITH FLORIDA SIDEWALK SOLUTIONS, LLC. FOR THE REPAIR OF SIDEWALK TRIP HAZARDS IN THE AMOUNT OF \$104,500.67 BASED UPON THE TOWN OF MIAMI LAKES CONTRACT ITB 2018-40 IN ACCORDANCE WITH SECTION 38.41(C)(5) OF THE CITY'S PROCUREMENT CODE (PIGGYBACK).

WHEREAS, the Department of Public Works ("Department") has the responsibility for residential sidewalk maintenance throughout the City; and

WHEREAS, Florida Sidewalk Solutions, LLC., performed an assessment, at no cost to the City, to identify potential trip hazard locations in three zones within the City limits, which resulted in the identification of a total of 1,349 potential trip hazard locations; and

WHEREAS, the Department desires to retain a company to assess the condition of the existing sidewalks within the City limits as well provide sidewalk repair services; and

WHEREAS, the requested services were competitively bid by the Town of Miami Lakes pursuant to ITB 2018-40 on August 15, 2018, and the term of the contract is from September 25, 2018 through September 24, 2021, with the option to renew for two additional one year renewal terms, and the Proposals are provided under the bid's pricing, terms and conditions; and

WHEREAS, the Town of Miami Lakes awarded the bid to Florida Sidewalk Solutions, LLC, ("FSS") and FSS has agreed to extend to the City the same pricing under the same terms and conditions as outlined in the Town of Miami Lakes bid and contract; and

WHEREAS, 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; and

WHEREAS, the Director of Public Works and the Chief Procurement Officer recommend that the City Commission approve and authorize the issuance of the attached Blanket Purchase Agreement with FSS for the repair of damaged sidewalks within the City's limits in the amount of \$104,500.67; and

WHEREAS, funding for this service will be available in the Fiscal Year 2021 budget in account number 336.509901.54100.531170.000000.000.000, subject to the approval and adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

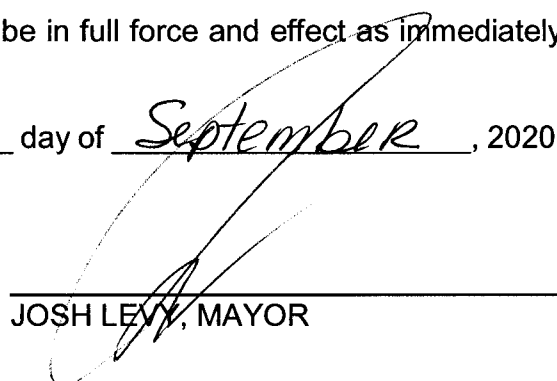
Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of the attached Blanket Purchase Agreement with Florida Sidewalk Solutions, LLC., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect as immediately upon its passage and adoption.

PASSED AND ADOPTED this 16 day of September, 2020.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only.


DOUGLAS R. GONZALES
CITY ATTORNEY



Blanket Purchase Order PA600287

Supplier Details:

Company Florida Sidewalk Solutions, LLC
Contact Becky Navia
Address 7051 SW 22 Court
Davie, FL 33317

Submit your response to:

Company City of Hollywood, FL
Contact
Address

Phone
Fax
E-mail

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Order with your Company based on the following:
Piggyback ITB 2018-40 Miami Lakes



Blanket Purchase Order PA600287

Agreement	PA600287
Agreement Date	03-SEP-2020
Revision	0
Agreement Amount	104,500.67 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier Florida Sidewalk Solutions, LLC
7051 SW 22 Court
Davie, FL 33317

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	101775	Net 30	None	Destination
Start Date	End Date	Shipping Method		
10/01/2020	09/30/2021			
Initial Award Term	10/01/2020	09/30/2021		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Type	File Name or URL	Title	Description
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Line	Item	UOM	Price	Expiration Date
1	Sidewalk repair trip hazards		104,500.67	09/30/2021
Attachments				
	Type	File Name or URL	Title	Description
2	terms and conditions of the Town of Miami Lakes Contract ITB 2018-40 shall prevail over the City's term and conditions.		0.00	09/30/2021
Attachments				
	Type	File Name or URL	Title	Description



Blanket Purchase Order PA600287

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller 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 Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



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commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Paul A. Bassar
Director of Procurement & Contract Compliance