

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** December 12, 2022

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Purchase Order to Garber Chevrolet Buick GMC, Inc. for the purchase of 43 2023 Chevrolet Tahoes for the Police Department

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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 – Police Department
- 2) Type of Agreement – Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – **Florida Sheriffs Association Bid Number FSA22-VEL30.0**, 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 – 1 year
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount – In an amount not to exceed \$1,906,792.00
- 6) Termination rights – Termination shall occur only upon written notice by Lessor to Lessee. Termination would not affect Lessee’s obligation to pay all amounts due for periods prior to effective date of termination or Lessee’s obligations to pay any indemnities under the agreement.
- 7) Indemnity/Insurance Requirements – Vendor shall indemnify participating agencies from damages resulting from negligence or intentional wrongful acts of participating agencies. Vendor shall maintain comprehensive general liability insurance.

TERM SHEET FOR GARBER CHEVROLET BUICK GMC, INC.

- 8) Scope of Services – Vendor will sell 43 vehicles for use by the police department.
- 9) Other significant provisions – n/a
- cc: Wazir A. Ishmael, Ph.D., City Manager