



CITY OF HOLLYWOOD, FLORIDA

Procurement Services Division

2600 Hollywood Blvd. · Room 303 · P. O. Box 229045 · Hollywood, Florida 33022-9045
Phone (954)921-3299 · Fax (954)921-3086

April 07, 2016

Diane Martin
Memorial Regional Hospital
3501 Johnson Street
Hollywood, FL 33021

Dear Ms. Martin:

The Agreement with the South Broward Hospital District, d/b/a Memorial Healthcare Systems ("Memorial") for the purchase of medical supplies used by the City of Hollywood Fire Rescue and Beach Safety Department's ("Department") Advanced Life Support rescue vehicles will expire on May 31, 2016. This letter shall serve as a new Agreement between Memorial and the Department for the purchase of medical supplies to be used by Departmental paramedics.

This Agreement shall commence on the date it is signed as indicated below and shall terminate one year from said date. This Agreement includes an option to renew for one additional one-year period, at both party's option, to be agreed to in writing by the parties. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice.

The Department estimates an annual expenditure of \$120,000. The Department, through the City of Hollywood, shall issue a Blanket Purchase Order to Suppliers (as defined below) to cover orders under this Agreement. Memorial shall invoice the Department on a monthly basis and payment will be made within forty-five (45) days following a receipt of a proper billing statement for all supplies provided hereunder, in accord with the Fee Schedule attached hereto as Exhibit "A". The Department is exempt from federal and state taxes and can provide proof as such upon request.

The Agreement is as follows:

Memorial agrees to allow the Department to purchase the inventory ("Inventory") listed on Exhibit "A" from Memorial's suppliers, which include: Cardinal Health ("Suppliers") using Suppliers then current pricing provided to Memorial. The parties hereby agree that additional items may be added by mutual written agreement of the parties.

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Medical Supplies Agreement

Memorial agrees to deliver all ordered items to the Department at its Fire Training Facility located at: 3400 N. 56th Avenue, Hollywood, FL 33021 (back building) at a preset day once a week.

Memorial agrees to have items that are placed on a pallet, delivered by a vehicle with a lift gate in place.

The parties, as indicated by the signatures below, agree to the terms and conditions listed above in this agreement and agree to the Fee Schedule in Exhibit "A" attached hereto.

South Broward Hospital District,
d/b/a Memorial Healthcare System

City of Hollywood, Florida, a municipal
corporation and of The State of Florida

By: _____

By: _____
Peter Bober, Mayor

Print Name

Approved by: _____

Director of Financial Services

Print Title

Month/Day/Year

Month/Day/Year

Approved as to form
For the South Broward Hospital
District:

Approved as to form and legality
For the use and reliance of the
City of Hollywood, Florida only.

By: _____

By: _____
Jeffrey P. Sheffel, City Attorney

Attest:

Patricia A. Cerny, MMC
City Clerk

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Cardinal Material Number	Material Description	UM	Proposal Price
2F7124	SODIUM CL IRRIG .9 PRCNT 1000ML	CS	20.732
22455A	ELECTRODE MEDI TRACE 455 FOAM	CS	55.352
45-0002	ARMBOARD DISPOSABLE VINYL 3 X 17 1/2 ADU	CS	66.502
CT6006-1	LABEL CHEMO TAPE 1/2" X 3"	RL	14.535
R849100	CHEST SEAL ASHERMAN	BX	100.546
H8046SC	BAG LLD 40X46 40-45GL 1.1ML CLEAR	CS	15.682
23593-03LF	ELAS BANDAGE 3INX5.8YD NS LF SELFCLOSE	PK	7.433
23593-04LF	ELAS BANDAGE 4INX5.8YD NS LF SELFCLOSE	PK	8.953
2C7565	ADD-ON SET BURETROL150ML INTERLINK	CS	160.916
001201	MASK OXYGEN W/TUBING	CS	24.017
2N8399	INJECTION SITE CLEARLINK LUER ACTIVATED	CS	223.928
JJ3055	CATHETER IV PROTECT 18GX1.25IN	BX	76.701
JJ5057	CATHETER IV OPTIVA 20GX1IN	BX	85.76
SM3060	VP SHEATH INTRODUCER/5FR	EA	154.283
11440-012	COLD PAK LG 6X9	BX	8.674
R120900020	TRACH QUICK STERILE 2.0MM	EA	187.93
R120900040	TRACH QUICK 4MM	EA	187.93
C6405-5A	WIPER TASK 15INX17IN WHT 2PLY KAYDRY	CS	58.653
P31091427A	PAPER 4.25X73 PHY 805319-03	CS	45.162
1620-001	ELECTRODE HUGGABLES ECG APNEA	BX	4.875
47119-170	MASK FACE RESPTR AND SURG REG PFR95	CS	90.447
S255064	GLOVE, NITRILE, POWDER-FREE, LARGE	BX	6.622
S255063	GLOVE, NITRILE, POWDER-FREE, MEDIUM	BX	6.622
S255062	GLOVE, NITRILE, POWDER-FREE, SMALL	BX	6.622
S255065	GLOVE, NITRILE, POWDER-FREE, EXTRA LARGE	BX	6.622
8883B	ESTEEM STRETCHY SYNTH CREAM L	BX	4.415
8882B	ESTEEM STRETCHY SYNTH CREAM M	BX	4.415
8884	GLV EXAM ESTEEM SYN PF(VYL) XL	BX	55
HU01828	CANNULA INFANT WITH 7FT LUMEN TUBING	CS	60.012
396218	INFANT MED CONC MASK WITH TUBING	BX	37.058
2C6401	SOLUTION SET WITH 1 INTERLINK INJ SITE	CS	76.187
2B1324X	INJECTION NACL 1000ML 0.9PERCENT USP	CS	21.325
2B1323Q	INJECTION NACL 0.9 PRCNT 500ML	CS	30.199
01-8000C	IV START TD 24 CHLORASCRUB (00PL)072	EA	0.644
SLHF100	LANCET SAFETY HIGH FLOW NEEDLE GAUGE 21G	BX	12.95
005641-200	BLADE FOCS LARYNGOSCOPE MACINTOSH 2	BX	71.509
R005645350	BLADE MACINTOSH 3.5 FOCS	EA	71.509
KC28820	KC300 FLUIDSHIELD FOG FREE SURGICAL MASK	CS	46.45
001203	MASK OXYGEN ADULT HI-CON N/REBREATH	CS	36.792
01058	MASK PED NON-REBREATH WITH SAFETY VENT	CS	59.675
005650-050	BLADE FOCS LARYNGOSCOPE MILLER 0	BX	71.509
005651-100	BLADE FOCS LARYNGOSCOPE MILLER 1	BX	71.509
005653-300	BLADE FOCS LARYNGOSCOPE MILLER 3	BX	71.509



002438	MM10 SVN W/TEE M/P FLEX 7FT TBG 50/CS	CS	27.594
01101	CANNULA PEDIATRIC	CS	55.362
81-570121	SYRINGE SALINE 12CC	CS	44.968
M1538-3	TAPE SURG DURAPORE 3IN X 10YD	BX	5.989
8060RTC	TUBE TRACHEAL REDITUBE 6.0 CUFFED STER	CS	79.716
8065RTC	TUBE TRACHEAL REDITUBE 6.5 CUFFED STER	CS	79.716
43157-070	TUBE LO PRO CUFFED 7.0 28FR	BX	14.308
43157-075	TUBE LO PRO CUFFED 7.5 30FR	BX	14.308
8080RTCA	CUFF 8.0 REDITUBE	BX	79.716

**Regards,
Melissa Piedra**

This quotation is subject to the following terms and conditions.

1. All orders shall be subject to the terms of the applicable agreement between the parties. If no such agreement exists, t
2. Price, payment terms and product delivery are subject to change based upon manufacturer price modifications, market
3. Cardinal Health warrants that any product it manufactures is, as of the date of shipment, fit for the purposes and indica
4. Customer represents and warrants that it has all required local, state and federal licenses, permits and approvals requir
5. FOR EXAM GLOVE QUOTES ONLY, This quotation is effective for sixty (60) days from the date it is received. Cardinal He.



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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 the 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 the 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 reprocurement.

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 Buyer of deliveries that require special handling and/or assistance. 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 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/TRADENAME

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, bona fide 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.



ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT ("Addendum") amends that certain contract (hereinafter referred to as "Agreement") by and between CITY OF HOLLYWOOD (hereinafter referred to as "Hollywood") and SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as "Memorial") entered into contemporaneously herewith and effective thereon, as follows:

1) Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

Self-Insurance. Memorial shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify Hollywood, for, and defend it against, tort liabilities sought to be imposed upon Hollywood solely as a result of the actual or alleged liability for the acts or omissions of Memorial, or its employees or agents acting within the scope of their duties for Memorial. The duty to defend may be satisfied by providing a defense in kind, or, at Memorial's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Memorial in excess of the amount of Memorial's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall be deemed to require indemnification by Memorial of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase Memorial's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Memorial for the acts or omissions of any party other than itself, its agents, and its employees.

Limitation of Liability. Notwithstanding any provision of this Addendum or the Agreement to which it is applicable, Memorial shall not be liable or responsible to Hollywood beyond the monetary limits specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall Memorial be liable to Hollywood for punitive or exemplary damages or consequential damages.

2) In the event of conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

3) Except as specifically amended or modified herein, the parties do hereby ratify and confirm in all other respects the terms and provisions of the Agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the effective date of the Agreement.

**SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM**

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

ATTEST:

Approved By:

_____ Date: _____
PETER BOBER, MAYOR

PATRICIA A. CERNY, MMC
CITY CLERK

Approved By:

MIRTHA DZIEDZIC, INTERIM DIRECTOR OF FINANCIAL
SERVICES

ENDORSED AS TO FORM & LEGALITY
For the use and reliance of the City of
Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY





CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: March 30, 2016

FILE: PR-16-152

TO: Eric Busenbarrick
Fire Chief

VIA: Paul Bassar *PB*
Contract Compliance Officer
Office of the City Manager

FROM: *Janice* Janice English
Procurement Contracts Officer

SUBJECT: Blanket Contract for Medical Supplies from Central Stores – Fire Rescue Department – B002580 – Memorial Support Services

ISSUE:

The current period of the above blanket purchase order contract expires May 31, 2016. The contract agreement was based upon a Letter of Agreement and there are no additional renewal options available.

EXPLANATION:

If your department still has an operational need for the identified products and if a new contract is to be established, you must submit your product specifications and/or medical supplies lists, the budget account number and the estimated contracts annual expenditure amount to Procurement as soon as possible.

If you do not want a new agreement to be created for the purchase of the identified products, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above.

See the options below.

RECOMMENDATION:

Please reply before April 12, 2016 by returning this memo appropriately filled out, signed and dated.

Date: APRIL 7th 2016

To: Janice English, Procurement Services

The Fire Chief recommends the following:

Establish a new contract. See the attached product specifications and product usage quantities

DO NOT prepare a replacement contract (items/services no longer needed).

Estimated annual usage/expenditure is \$ 120,000.00

Budget Account Number: 01 2151 00000522 005 232

By: Eric Burenbaum

Title: Fire Chief



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

Date: 04-07-16	
Department/Office: FIRE RESCUE	Division/Area: ADMINISTRATION
Contact Person: R. JURADO	Title: DIVISION CHIEF
Contact phone number: 954-967-4248	Contact Email Rjurado@HollywoodFl.org
Purchase Order/Blanket Purchase Order #: B002580	
Contract Expiration Date: 05-31-16	
Vendor: MEMORIAL HEALTHCARE SYS.	Contact Person: DIANE MARTIN
Contact phone number: (954) 276-5493	Contact Email:
Good/Service: MEDICAL SUPPLIES	Solicitation #:

1. How would you rate the quality of goods/services?

- Excellent Good Satisfactory Poor

2. How would you rate the courteousness vendor's personnel?

- Excellent Good Satisfactory Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

- Yes No

If no, please explain?

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

- Yes No Did not need to contact

If no, please explain?



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

6. Has the invoicing been timely, accurate and in accordance with the contract?

Yes No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

Yes No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

Department/Office Director's Name: ERIC BUSENBARRICK

Department/Office Director's Signature: 