

RESOLUTION NO. R-2022-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH AT&T CORP. FOR THE PURCHASE OF CELLULAR TELEPHONE MINUTES, DATA PLAN SERVICES, PRODUCTS AND RELATED EQUIPMENT FOR VARIOUS DEPARTMENTS IN AN ESTIMATED AMOUNT OF \$1,083,333.00 OVER A PERIOD OF 52 MONTHS (PIGGYBACK).

WHEREAS, the Information Technology Department requires a vendor to support the purchase of cellular minutes, data plan services, products, and other related equipment to facilitate the operational needs of departments; and

WHEREAS, on May 4, 2016, the City Commission passed and adopted Resolution Number R-2016-120, which approved and authorized the issuance of Blanket Purchase Agreement Number B002858 for the purchase of cellular telephone minutes, data plan services, products, and related equipment for various departments; and

WHEREAS, the City Commission through R-2016-120 approved the provision of these services for a three-year term commencing on May 4, 2016 and ending on May 3, 2019, with a renewal option for an additional two-year term expiring on May 3, 2021; and

WHEREAS, the Information Technology Department was able to renew the Blanket Purchase Agreement with AT&T Corp. for \$225,000.00 for the coverage period from May 4, 2021 to January 10, 2022 (corresponding with the State of Florida Contract), through Memo PR-21-172, approved by the City Manager on April 29, 2021; and

WHEREAS, in August 2020, the Florida League of Cities was retained by the City to audit the City's communications contracts and agreements to identify inconsistencies and recommend cost-saving measures; and

WHEREAS, on November 17, 2021, the Information Technology Department requested a 90-day extension of the AT&T Corp. contract through City Manager Memo PR-22-022 to provide the Florida League of Cities additional time to complete its audit at a cost of \$48,000.00, covering the period from January 11, 2022 to April 9, 2022; and

WHEREAS, the State of Florida awarded Agreement DMS-19/20-006A to AT&T Corp. for Wireless Voice Services, Wireless Broadband Service, Accessories and Equipment on August 4, 2021, for a five-year period ending August 3, 2026, with an optional five-year renewal period; and

WHEREAS, the Information Technology Department estimates that the City currently has approximately 420 mobile devices using AT&T Corp. services; and

WHEREAS, the requested funds will cover the expenses for voice services, data usage, texting, regulatory fees, federal taxes and new product purchases; and

WHEREAS, the Information Technology Department requests the continued utilization of the State of Florida's Agreement DMS-19/20-006A with AT&T Corp., which will cost an estimated \$250,000.00 annually and will total approximately \$1,083,333.00 over a 52-month period; 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, funding has been appropriated and exists in account number 557.130101.51900.541022.000000.000.000 and will be requested in subsequent fiscal years.

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

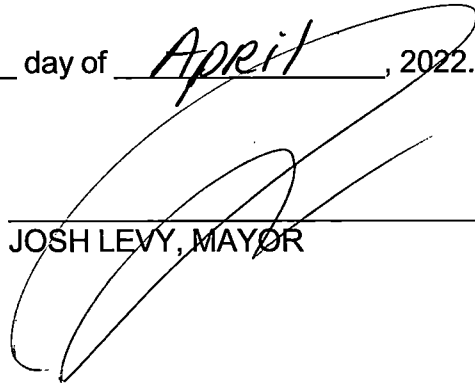
Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in the Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of a Blanket Purchase Agreement with AT&T Corp., 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 in effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH AT&T CORP. FOR THE PURCHASE OF CELLULAR TELEPHONE MINUTES, DATA PLAN SERVICES, PRODUCTS AND RELATED EQUIPMENT FOR VARIOUS DEPARTMENTS IN AN ESTIMATED AMOUNT OF \$1,083,333.00 OVER A PERIOD OF 52 MONTHS (PIGGYBACK).

PASSED AND ADOPTED this 20 day of April, 2022.

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST.

  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

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

  
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DOUGLAS R. GONZALES DMH  
CITY ATTORNEY



## Blanket Purchase Agreement PA600477

### Supplier Details:

Company AT&T Corp.  
At & T Long Distance At & T Wireless At & T Wireless Services At&T Affiliate Services-Manager Bills At&T  
Mobility/Brm Sei At&T Southeast At&T Wireless At&T Wireless Services

Contact  
Address P. O. Box 914500  
Orlando, FL 32891

### Submit your response to:

Company City of Hollywood, FL - IT Communications  
Contact Demassis-Feller, Cathy  
Address 2600 Hollywood Blvd  
Hollywood FL 33020

Phone 954-921-3648  
Fax  
E-mail cfeller@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Piggyback State of Florida, DMS-19/20-006A

DRAFT



Blanket Purchase Agreement PA600477

Agreement	PA600477
Creation Date	23-FEB-2022
Revision	0
Agreement Amount	1,083,333.33 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **AT&T Corp.**  
At & T Long Distance At & T Wireless At & T  
Wireless Services At&T Affiliate Services-Manager  
Bills At&T Mobility/Brm Sei At&T Southeast At&T  
Wireless At&T Wireless Services  
P. O. Box 914500  
Orlando, FL 32891

Notes

THIS BPA IS GOVERNED BY THE TERMS AND CONDITIONS OF THE PIGGYBACK UNDER THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NUMBER DMS-19/20-006A.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	04440	Net 30	None	Destination
Start Date	End Date	Shipping Method		
02/23/2022	08/03/2026			

- Initial Award Term
- First Renewal Period
- Second Renewal Period
- Third Renewal Period
- Fourth Renewal Period

**Attachments**

Type	File Name or URL	Title	Description
File	AT&T Piggyback Form FINAL 02-17-22.docx	AT&T Piggyback Form FINAL 02-1	
File	Piggyback Checklist 02-17-22.docx	Piggyback Checklist 02-17-22.d	
File	AT&T Mobility Final Resolution 02-17-22.doc	AT&T Mobility Final Resolution	
File	State of Florida contract 19_20_0006B LATEST.pdf	State of Florida contract 19_2	
File	MCS-AT&TMobility-EUPL-Rates_6-24-2021.pdf	MCS-AT&TMobility-EUPL-Rates_6-	
File	AT&T Staff Summary FINAL.docx	AT&T Staff Summary FINAL.docx	
File	AT&T Final Resolution 03-15-22.doc	AT&T Final Resolution 03-15-22	

Line Item	UOM	Price	Expiration Date
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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 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



Blanket Purchase Agreement PA600477

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.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



**Blanket Purchase Agreement PA600477**

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart  
Assistant Director, Financial Services for Procurement

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