

RESOLUTION NO. R-2020-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A BLANKET PURCHASE ORDER WITH ZIMY ELECTRONICS, INC. FOR THE REQUIRED PURCHASE, INSTALLATION, REPAIR, MAINTENANCE AND MONITORING SERVICES OF THE CITYWIDE FIRE ALARM, BURGLAR ALARM AND ACCESS CONTROL SYSTEMS FOR AN ESTIMATED ANNUAL EXPENDITURE OF \$190,000.00 BASED UPON SECTION 38.40(C)(8) OF THE CITY'S PURCHASING ORDINANCE (BEST INTEREST).

WHEREAS, the City's access control system is manufactured by Identocard Systems, and City staff identified Zimy Electronics, Inc ("Zimy") as the sole and exclusive authorized Identocard Access Control Systems sales and service provider for the City's regional area to provide the required various security systems maintenance and monitoring services; and

WHEREAS, Zimy installed the original card reader system in City facilities in 2003 and upgraded the system in 2009, and is familiar with the location of all panels and card readers in which the burglar and fire alarm systems are included as a part of the overall Citywide security system; and

WHEREAS, in addition, because major factors of security are confidentiality and safety, the City's continued use of one vendor for its security projects reduces familiarity by multiple vendors and persons having access to facility I.P. addresses, passwords and alarm access codes; and

WHEREAS, the Department of Public Works, the Department of Public Utilities, and the Department of Fire Rescue & Beach Safety require an agreement with a qualified and authorized vendor to provide for the maintenance and monitoring of security systems (burglar, fire and access control) Citywide, and have requested and received a written quotation from Zimy to establish unit and hourly pricing for these services; and

WHEREAS, on December 6, 2017, the City Commission passed and adopted Resolution No. R-2017-372, which approved the issuance of a blanket purchase order for one year with Zimy to continue providing for the purchase, installation, repair, maintenance and monitoring services for the Citywide Fire Alarm, Burglar alarm and Access Control Systems, and the Maintenance and Monitoring of Security Systems pursuant to Section 38.40(C)(8) of the City's Purchasing Ordinance, the best interest exemption; and

WHEREAS, on December 5, 2018, the City Commission passed and adopted Resolution No. R-2018-375, which approved the issuance of a blanket purchase order for one year with Zimy to continue providing for the purchase, installation, repair, maintenance and monitoring services for the Citywide Fire Alarm, Burglar Alarm and Access Control Systems, and the Maintenance and Monitoring of Security Systems pursuant to Section 38.40(C)(8) of the City's Purchasing Ordinance, the best interest exemption; and

WHEREAS, in accordance with Section 38.48(B), the City Manager approved a 90 day extension for Zimy to continue providing services for the Citywide fire alarm, burglar alarm and access control systems, maintenance and monitoring of security systems; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of the attached blanket purchase order to Zimy for a two-year term, from March 7, 2020 through March 6, 2022; and

WHEREAS, the total annual estimated cost for these services is \$190,000.00, with the cost being allocated as follows: (1) Department of Public Works - \$90,000.00; (2) Department of Public Utilities - \$90,000.00; and (3) Department of Fire Rescue and Beach Safety - \$10,000.00; and

WHEREAS, Section 38.40(C)(8), City Code, provides that purchases of and contracts for supplies or contractual services, when the City Commission declares by a five-sevenths vote that competitive bidding and competitive proposals are not in the best interest of the City, are exempt from the competitive bidding and competitive proposal requirements of the Purchasing Ordinance; and

WHEREAS, funding for this service has been provided in the FY 2020 budget in the Public Works Budget Account Number 001.500301.51900.546310.00000.000.000 Maintenance - Equipment (\$90,000.00); the Department of Public Utilities, Wastewater Treatment Plant Budget Account Numbers 442.400602.53600.531170.000000.000.000 (\$20,000.00) and 442.409901.53600.563010.000749.000.000 (\$20,000.00); the Department of Public Utilities, Water Treatment Plant Budget Account Numbers 442.400502.53600.531170.000000.000.000 (\$20,000.00) and 442.409901.53600.563010.000748.000.000 (\$15,000.00); the Department of Public Utilities, Underground Utilities Budget Account Numbers 442.400201.53600.531170.000000.000.000 (\$10,000.00) and 442.409901.53600.563010.000736.000.000 (\$5,000.00); and the Department of Fire Rescue & Beach Safety Budget Account Number 001.215101.52200.546350.000000.000.000 (\$10,000.00), and will be budgeted 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 this Resolution.

Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of the attached blanket purchase order with Zimy Electronics, Inc., 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 immediately upon its passage and adoption.

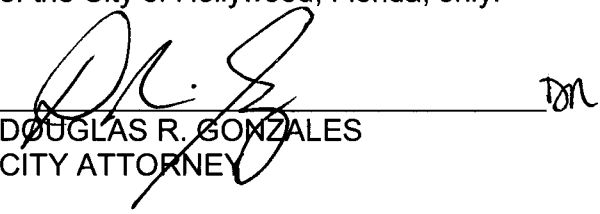
PASSED AND ADOPTED this 22 day of April, 2020.

  
\_\_\_\_\_  
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.

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY



## Blanket Purchase Order PA600229

### *Supplier Details:*

Company Zimy Electronics, Inc.  
Contact Wilhelm Zimmerman  
Address 3725 Pembroke Rd., Unit A-9  
Hollywood, FL 33021

### *Submit your response to:*

Company City of Hollywood, FL - Public Works Administration  
Contact Holmes, Annalie  
Address 1600 South Park Road  
Hollywood FL 33020  
  
Phone  
Fax  
E-mail aholmes@hollywoodfl.org

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:



Blanket Purchase Order PA600229

Agreement	PA600229
Agreement Date	05-MAR-2020
Revision	0
Agreement Amount	190,000.00 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 **Zimy Electronics, Inc.**  
3725 Pembroke Rd., Unit A-9  
Hollywood, FL 33021

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	09885	Net 30	None	Destination
Start Date	End Date	Shipping Method		
03/07/2020	03/06/2022			

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

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	City Wide Security Systems Service - Access Control Maintenance Program	Month	1,853.00	
Attachments				
	Type	File Name or URL	Title	Description
2	City Wide Security Systems Service - Burgular and Fire Alarm Monitoring Services	Month	1,481.00	
Attachments				
	Type	File Name or URL	Title	Description
3	City Wide Security Systems Service - Burgular and Fire Alarm	Month	1,481.00	



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Line	Item	UOM	Price	Expiration Date
	Monitoring Services			
Attachments				
	Type	File Name or URL	Title	Description
4	City Wide Security Systems Service - Maintenance Technician Hourly Rate For Services/Locations	Hour	65.00	
Attachments				
	Type	File Name or URL	Title	Description
5	City Wide Security Systems Service - Maintenance Technician Overtime Hourly Rate For Services/Locations	Hour	95.00	
Attachments				
	Type	File Name or URL	Title	Description
6	City Wide Security Systems Service - Maintenance Helper Hourly Rate For Services/Locations	Hour	40.00	
Attachments				
	Type	File Name or URL	Title	Description
7	City Wide Security Systems Service - Maintenance Helper Overtime Hourly Rate For Services/Locations	Hour	60.00	
Attachments				
	Type	File Name or URL	Title	Description
8	City Wide Security Systems Service - Access Technician Hourly Rate for Services/Locations	Hour	65.00	
Attachments				
	Type	File Name or URL	Title	Description



Blanket Purchase Order PA600229

Line	Item	UOM	Price	Expiration Date
9	City Wide Security Systems Service - Access Control Technician Hourly Rate for Services/Locations After Hours	Hour	95.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
10	Project Parts and Materials - Manufacturers Material Price List Cost Plus Percentage Mark-up of 15%		0.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
11	City Wide Security Systems Service - Maintenance Technician Hourly Rate For Services/Locations (Contractual)	Hour	65.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
12	City Wide Security Systems Service - Maintenance Technician Overtime Hourly Rate For Services/Locations (Contractual)	Hour	95.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
13	City Wide Security Systems Service - Maintenance Helper Hourly Rate For Services/Locations (Contractual)	Hour	40.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
14	City Wide Security Systems Service - Maintenance Helper Overtime Hourly Rate For Services/Locations (Contractual)	Hour	65.00	



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Line	Item	UOM	Price	Expiration Date
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
15	City Wide Security Systems Service - Access Technician Hourly Rate for Services/Locations (Contractual)	Hour	65.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
16	City Wide Security Systems Service - Access Control Technician Hourly Rate for Services/Locations After Hours (Contractual)	Hour	95.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
17	Project Parts and Materials - Manufacturers Material Price List Cost Plus Percentage Mark-up of 15% (Contractual)		0.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
18	City Wide Security Systems Service - Maintenance Technician Hourly Rate For Services/Locations (Contractual)	Hour	65.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
19	City Wide Security Systems Service - Maintenance Technician Overtime Hourly Rate For Services/Locations (Contractual)	Hour	65.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	





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Line	Item	UOM	Price	Expiration Date
20	City Wide Security Systems Service - Maintenance Helper Hourly Rate For Services/Locations (Contractual)	Hour	40.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
21	City Wide Security Systems Service - Maintenance Helper Overtime Hourly Rate For Services/Locations (Contractual)	Hour	60.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
22	City Wide Security Systems Service - Access Technician Hourly Rate for Services/Locations (Contractual)	Hour	65.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
23	City Wide Security Systems Service - Access Control Technician Hourly Rate for Services/Locations After Hours (Contractual)	Hour	95.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
24	Project Parts and Materials - Manufacturers Material Price List Cost Plus Percentage Mark-up of 15% (Contractual)		0.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
25	City Wide Security Systems Service - Maintenance	Hour	65.00	



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Line	Item	UOM	Price	Expiration Date
	Technician Hourly Rate For Services/Locations			
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
26	City Wide Security Systems Service - Maintenance Technician Overtime Hourly Rate For Services/Locations	Hour	95.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
27	City Wide Security Systems Service - Maintenance Helper Hourly Rate For Services/Locations	Hour	40.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
28	City Wide Security Systems Service - Maintenance Helper Overtime Hourly Rate For Services/Locations	Hour	60.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
29	City Wide Security Systems Service - Access Technician Hourly Rate for Services/Locations	Hour	65.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	
30	City Wide Security Systems Service - Access Control Technician Hourly Rate for Services/Locations After Hours	Hour	95.00	
<b>Attachments</b>				
	Type File Name or URL	Title	Description	



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Line	Item	UOM	Price	Expiration Date
31	Project Parts and Materials - Manufacturers Material Price List Cost Plus Percentage Mark-up of 15% (Contractual)		0.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
32	City Wide Security Systems Service - Maintenance Technician Hourly Rate For Services/Locations	Hour	65.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
33	City Wide Security Systems Service - Maintenance Technician Overtime Hourly Rate For Services/Locations	Hour	95.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
34	City Wide Security Systems Service - Maintenance Helper Hourly Rate For Services/Locations	Hour	40.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
35	City Wide Security Systems Service - Maintenance Helper Overtime Hourly Rate For Services/Locations	Hour	60.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
36	City Wide Security Systems Service - Access Technician Hourly Rate for	Hour	65.00	



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Line	Item	UOM	Price	Expiration Date
	Services/Locations			
Attachments				
	Type	File Name or URL	Title	Description
37	City Wide Security Systems Service - Access Control Technician Hourly Rate for Services/Locations After Hours	Hour	95.00	
Attachments				
	Type	File Name or URL	Title	Description
38	Project Parts and Materials - Manufacturers Material Price List Cost Plus Percentage Mark-up of 15%		0.00	
Attachments				
	Type	File Name or URL	Title	Description
39	Fire State 45 Project Relate	Each	221.00	
Attachments				
	Type	File Name or URL	Title	Description



Blanket Purchase Order PA600229

## 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