

RESOLUTION NO. R-2020-291

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE ISSUANCE OF A BLANKET PURCHASE ORDER WITH THE BROWARD SHERIFF'S OFFICE FOR THE PURCHASE OF MEDICAL SUPPLIES, FIRE EQUIPMENT AND JANITORIAL SUPPLIES IN THE ESTIMATED AMOUNT OF \$160,000.00.

WHEREAS, the Fire Rescue and Beach Safety Department requires an agreement for the supply and delivery of medical supplies, fire equipment and janitorial supplies for use by the Fire Rescue personnel; and

WHEREAS, the provision of emergency services by the Department requires the purchase and maintenance of medical supplies, fire equipment and janitorial supplies vital to its operation in accordance with the Department's State of Florida Emergency Medical License; and

WHEREAS, the Broward County Sheriff's Office ("BSO") has established a program to allow governmental entities to purchase medical supplies, fire equipment and janitorial supplies directly from BSO at their cost, without mark ups or handling fees; and

WHEREAS, BSO utilizes the same Florida Regional EMS protocols as the City's emergency service units, and BSO supplies are delivered within 24 hours; and

WHEREAS, the medical supplies, fire equipment and janitorial supplies are provided "as is" with all faults, and BSO makes no representations or warranties regarding the fire and medical supplies; and

WHEREAS, BSO has been supplying the Department with medical, fire equipment, and janitorial supplies for many years and the Department desires to continue to participate in the program; and

WHEREAS, pursuant to City Code Section 38.41 (C) (9), purchases of and contracts for goods, supplies, materials, equipment or services, when the City Commission declares by a five-sevenths (5/7ths) affirmative vote that competitive bidding and competitive proposals are not in the best interest of the City, are exempt from this subchapter; and

WHEREAS, procurement staff submitted documentation to BSO for annual services, and due to staff turnover, documentation for continuance of services was delayed; thus, the Blanket Purchase Order is established for a one year period with coverage from October 18, 2020 through October 21, 2021; and

WHEREAS, the Fire Chief and the Chief Procurement Officer recommend that the City Commission authorize the issuance of the attached Blanket Purchase Order with BSO in the approximate amount of \$160,000.00; and

WHEREAS, funding for this Blanket Purchase Order has been appropriated and exists in account numbers 001.215101.52200.552320.000000.000.000, 001.215101.52200.546310.000000.000.000, and 001.215101.52200.552310.000000.000.000, and will be requested as part of subsequent fiscal year's operating budget 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:

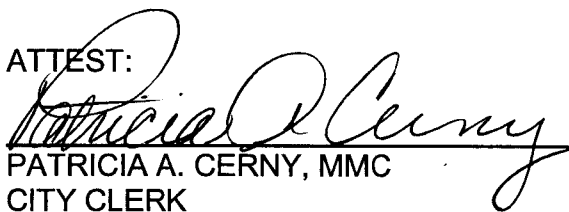
Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of the attached Blanket Purchase Order with the Broward Sheriff's Office, 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 4 day of November, 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 PA600095

Supplier Details:

Company Broward Sheriff's Office
Contact
Address % Hollywood Police
3250 Hollywood Blvd
Hollywood, FL 33021

Submit your response to:

Company City of Hollywood, FL - Fire Administration
Contact Poli, Alexander
Address 2741 Stirling Rd
Hollywood FL 33020
Phone 1-954-967-4248
Fax
E-mail apoli@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:
Best Interest BSO Contract

DRAFT



Blanket Purchase Order PA600095

Agreement	PA600095
Agreement Date	06-OCT-2020
Change Order	5
Change Order Date	06-OCT-2020
Revision	3
Agreement Amount	460,000.00 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: Broward Sheriff's Office
% Hollywood Police
3250 Hollywood Blvd
Hollywood, FL 33021

Notes: Fire Rescue Medical Supplies, Fire Equipment and Janitorial Supplies

Approval via R-2020-XXX, Dated:

Customer/Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	07145	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	10/19/2018	10/18/2020		
Initial Award Term	10/19/2019	10/18/2020		
First Renewal Period	10/19/2020	10/18/2021		
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	Medical Supplies, Fire Equipment and Janitorial Supplies from the Broward's Sheriff's Office - Fire Rescue This line is canceled.	Lot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
2	Medical Supplies, Fire Equipment and Janitorial Supplies from the Broward's Sheriff's Office - Fire Rescue		0.00	



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Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	

DRAFT



Blanket Purchase Order PA600095

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