

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 15, 2017

FROM: Alan Fallik, Acting City Attorney

SUBJECT: Proposed Blanket Purchase Order with Tripp Electric Motors

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 – Public Utilities
- 2) Type of Agreement – Blanket Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.40 (C)(5) of the Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are 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, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.
- 4) Term of Contract
 - a) initial – 07/03/2017 – 04/14/2018
 - b) renewals (if any) – Two additional one year renewals
 - c) who exercises option to renew – Mutual agreement of the parties
- 5) Contract Amount – \$135,000.00 estimated annual expenditure
- 6) Termination Rights – City shall notify Contractor of any failure to comply with any requirement of the Scope of Work and shall notify Contractor in writing of such failure/default. Contractor shall correct such failure/default within five (5) working days. City shall have the right to terminate the Agreement if such correction is not made within the time specified above. City reserves the right to cancel the Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of its intention to terminate. Failure of the Contractor to comply with any of the provisions of the Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the City.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.

Term Sheet continued - Proposed Blanket Purchase Order with Tripp Electric Motors

- 8) Scope of Services – Contractor shall perform repairs and service for various large well pumps and motors such as high service pumps and motors, MS/RO train pumps and motors, as well as submersible pumps that includes the motor and pump as one assembly, and all other miscellaneous pumping equipment located citywide, and the repairs shall be classified as rebuild, reconditioning and/or replacement.
- 9) Other Significant Provisions – Competitively bid by Martin County, FL Bid Number 2015-2780

cc: Dr. Wazir Ishmael, City Manager