

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** December 21, 2017

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Blanket Purchase Orders with Imperial Electric, Inc. (Primary Vendor) and Electrical Contracting Service, Inc. (Secondary Vendor) for general lighting systems maintenance, installation and repairs

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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 Works
- 2) Type of Agreement – Blanket Purchase Orders
- 3) Method of Procurement (RFP, bid, etc.) – **Southeast Florida Governmental Purchasing Group Cooperative, City of Miami Gardens as lead agency, ITB No. 16-17-029.** Section 38.40(C)(5) of the City's 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 – November 7, 2017 to November 8, 2019
  - b) renewals (if any) – yes, for three additional one year periods
  - c) who exercises option to renew – n/a.
- 5) Contract Amount – In an amount not to exceed \$60,000.00. (The primary vendor's contract will be for \$40,000.00 and the secondary vendor's contract will be for \$20,000.00).
- 6) Termination rights – Either party may terminate for cause.
- 7) Indemnity/Insurance Requirements – Contractor will comply with applicable City requirements.
- 8) Scope of Services – Vendor will provide installation, maintenance services for the general lighting system.

## TERM SHEET FOR GARBER FORD

9) City's prior experience with Contractor (if any) – n/a

10) Other significant provisions – n/a

cc: Wazir A. Ishmael, Ph.D., City Manager