

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** September 20, 2018

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Purchase Orders with Keylite Power & Lighting Corporation for the purchase of a Phoenix G2 Fire Station Alerting System

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 – Fire Department
- 2) Type of Agreement – Purchase Orders
- 3) Method of Procurement (RFP, bid, etc.) – **Piggyback of Broward County RFP Number 1426611P1.** 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 – 5 years from the date of final acceptance
 - b) renewals (if any) – option to renew for 2 additional 5 year terms
 - c) who exercises option to renew – City
- 5) Contract Amount – In an amount not to exceed \$800,000.00
- 6) Termination rights – May be terminated for cause if a breach is not cured within 10 days. May be terminated for convenience upon 30 days notice and payment for services rendered through date of notice of termination.
- 7) Indemnity/Insurance Requirements – Contractor will comply with applicable City requirements.
- 8) Scope of Services – Vendor will provide labor, materials and tasks that are inseparable from the work stated in the Agreement and provide support and maintenance to ensure proper functioning and optimal performance of the system.

TERM SHEET FOR KEYLITE POWER & LIGHTING CORPORATION

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