

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** April 15, 2019

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Blanket Purchase Order with Enterprise FM Trust for the lease of vehicles for Code Compliance

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works Department
- 2) Type of Agreement – Blanket Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – **Piggyback City of Lauderdale Lakes, Florida, pursuant to RFP No. 15-1301-02R.** 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 – 14 month term
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$139,448.92
- 6) Termination Rights Under BPO – City, acting through its City Manager or his/her designee, reserves the right to terminate the order in whole or in part for default (a) if Contractor fails to perform in accordance with any of the requirements of the order or (b) If Contractor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Contractor 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 City

except for completed items delivered and accepted by the City. Contractor, will be liable for excess costs of reprourement.

Termination Rights Under City of Lauderdale Lakes Contract - This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative, in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR.

- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Contractor to provide lease for 36 vehicles to be operated in increments of 18 vehicles at a time for a total 14 month term, and at the end of the first seven month term, the first 18 vehicle increment will be returned and replaced by 18 new vehicles for the second seven month term
- 9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager