

# Blanket Purchase Order B003056

## Supplier Details:

Company Como

Comcast Sch Holdings DBA Comcast Spotlight

Contact

Address P.O. Box 530099

Atlanta, GA 30353

## Submit your response to:

Company City of Hollywood, FL - IT Administration

Contact Demassis-Feller, Cathy Address 2600 Hollywood Blvd Hollywood FL 33020

I lolly wood I L 330

Phone 954-921-3648

Fax

E-mail cfeller@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: Sole Source It Memo 15-94/16-008



Agreement	B003056
Agreement Date	09/14/2017
Change Order	2
Change Order Date	09/14/2017
Revision	2
Agreement Amount	45,000.00 USD

# VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR City of Hollywood Mail To

Accounts Payable, Room 119

P.O. Box 229045

Hollywood, FL 33022-9045

Supplier Comcast Sch Holdings DBA Comcast Spotlight

P.O. Box 530099 Atlanta, GA 30353

Attention

This is a confirmation only. Do not duplicate.

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	24952	Immediate	None	Destination
	Start Date	End Date	Shipping Method	
	10/01/2018	09/30/2019		
Initial Award Term	10/01/2018	09/30/2019		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachm	nents		
Type	File Name or URL	Title	Description

Line Item	UOM	Price Expiration Da
1 Comcast TV broadcast access Static ip Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each	39.95
Supplier Item		
Notes	Comcast TV broadcast access Static ip dated: 09/20/2017	Approval via City Manager memo #pr-17-285
Attachments		
Type File Name or URL	Title	Description
2 Comcast TV broadcast access Equipment fee Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each	12.95



e Item	UOM		Price	Expiration Da
Supplier Item Notes	Comcast TV broadcast access 17-285, dated: 09/20/2017	Equipment fee	Approval via (	City Manager memo #pr-
Attachments				
Type File Name or URL	Title		Description	
3 Comcast TV broadcast access Deluxe business internet Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each		149.95	
Supplier Item				
Notes	Comcast TV broadcast access memo #pr-17-285, dated: 09/20/		s internet App	proval via City Manager
Attachments				
Type File Name or URL	Title		Description	
4 Comcast TV broadcast access Internet services Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Month		53.95	
Supplier Item				
Notes	Comcast TV broadcast access 17-285, dated: 09/20/2017	Internet services	s Approval via	a City Manager memo #
Attachments				
Type File Name or URL	Title		Description	
5 Comcast TV broadcast access Outlet fee Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each		1.99	
Supplier Item				
Notes	Comcast TV broadcast access 285, dated: 09/20/2017	Outlet fee Appr	roval via City N	Manager memo #pr-17-
Attachments				
Type File Name or URL	Title		Description	
6 Comcast TV broadcast access Digital adapter Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each		2.99	



Line	Item	UOM	F	Price Expiration Dat
	Supplier Item			
	Notes	Comcast TV broadcast access 17-285, dated: 09/20/2017	Digital adapter Approv	al via City Manager memo #pr-
	Attachments			
	Type File Name or URL	Title	Desc	ription
7	7 Comcast TV broadcast access Digital adapter 2 Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each		0.50
	Supplier Item			
	Notes	Comcast TV broadcast access 17-285, dated: 09/20/2017	Digital adapter 2 Appro	oval via City Manager memo #pr
	Attachments			
	Type File Name or URL	Title	Desc	ription
8	3 Comcast TV broadcast access Monthly discount Approval via City Manager memo #pr-17-285, dated: 09/20/2017			0.00
	Supplier Item			
	Notes		Monthly discount Appr	oval via City Manager memo #pi
	Attachments			
	Type File Name or URL	Title	Desc	ription
g	9 Comcast TV broadcast access Additional regular digital adapter Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each		3.99
	Supplier Item			
	Notes	Comcast TV broadcast access Manager memo #pr-17-285, date		l adapter Approval via City
	Attachments			
	Type File Name or URL	Title	Desc	ription
10	O Comcast TV broadcast access Additional regular digital adapter Outlet service Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each		5.99



Line Item	UOM	Price	Expiration Date
	. Comcast TV broadcast access Approval via City Manager mem	Additional regular digital adapter 0 o #pr-17-285, dated: 09/20/2017	Outlet service
Attachments			
Type File Name or URL	Title	Description	
11 Comcast TV broadcast access Mobility voice lines Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each	44.95	
Supplier Item			
Notes	Comcast TV broadcast access #pr-17-285, dated: 09/20/2017	Mobility voice lines Approval via	City Manager memo
Attachments			
Type File Name or URL	Title	Description	
12 Comcast TV broadcast access Business voice lines Approval via City Manager memo #pr-17- 285, dated: 09/20/2017	Each	24.95	
Supplier Item			
Notes	Comcast TV broadcast access #pr-17-285, dated: 09/20/2017	Business voice lines Approval via	a City Manager memo
Attachments			
Type File Name or URL	Title	Description	
13 Comcast TV broadcast access Equipment fee 2 Approval via City Manager memo #pr-17-285, dated: 09/20/2017	Each	14.95	
Supplier Item			
Notes	Comcast TV broadcast access 17-285, dated: 09/20/2017	Equipment fee 2 Approval via Cit	ty Manager memo #pr-
Attachments			
Type File Name or URL	Title	Description	
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		200011711011	
14 Comcast TV broadcast access Regulatory fees Approval via City Manager memo #pr-17-285, dated: 09/20/2017		0.00	
Supplier Item			



e Item		UOM		Price	Expiration Dat
	Notes	Comcast TV broadcast access 17-285, dated: 09/20/2017	Regulatory fees	Approval via City	Manager memo #pr-
Atta	achments				
Тур		Title		Description	
Misce City I	ncast TV broadcast access ellaneous fees Approval via Manager memo #pr-17-285, d: 09/20/2017			0.00	
	Supplier Item				
	Notes	Comcast TV broadcast access #pr-17-285, dated: 09/20/2017	Miscellaneous fe	es Approval via (	City Manager memo
	achments				
Тур	e File Name or URL	Title		Description	
Statio Mana	ncast TV broadcast access c ip Approval via City ager memo #pr-17-285, d: 09/20/2017	Month		19.95	
	O				
	Supplier Item	•			
	Supplier item Notes	Comcast TV broadcast access dated: 09/20/2017	Static ip Approv	val via City Manag	er memo #pr-17-285
Atta	Notes	Comcast TV broadcast access	Static ip Approv	val via City Manag	er memo #pr-17-285
Atta Typ	Notes	Comcast TV broadcast access	Static ip Approv	al via City Manago	er memo #pr-17-285
	Notes	Comcast TV broadcast access dated: 09/20/2017	Static ip Approv		er memo #pr-17-285
Typ  17 Com  Equip  City I	Notes	Comcast TV broadcast access dated: 09/20/2017	Static ip Approv		er memo #pr-17-285
Typ  17 Com  Equip  City I	Notes  achments  De File Name or URL  Concast TV broadcast access  Depended to the concast acc	Comcast TV broadcast access dated: 09/20/2017  Title	Static ip Approv	Description	er memo #pr-17-285
Typ  17 Com  Equip  City I	Notes  achments  De File Name or URL  Incast TV broadcast access  pment 2 - fee Approval via  Manager memo #pr-17-285,  d: 09/20/2017	Comcast TV broadcast access dated: 09/20/2017  Title		Description 9.95	
Typ  17 Com Equip City I dated	Notes  achments  De File Name or URL  Accast TV broadcast access  Dependent 2 - fee Approval via  Manager memo #pr-17-285,  d: 09/20/2017  Supplier Item	Comcast TV broadcast access dated: 09/20/2017  Title  Each  Comcast TV broadcast access		Description 9.95	
Typ  17 Com Equip City I dated	Notes  achments  De File Name or URL  DE PRICE NAME OF URL  DE PRI	Comcast TV broadcast access dated: 09/20/2017  Title  Each  Comcast TV broadcast access		Description 9.95	
Typ  17 Com Equip City I dated	Notes  achments  De File Name or URL  DE PRICE NAME OF URL  DE PRI	Comcast TV broadcast access dated: 09/20/2017  Title  Each  Comcast TV broadcast access #pr-17-285, dated: 09/20/2017		Description 9.95 e Approval via Ci	
Typ  17 Com Equip City I dated  Atta Typ  18 Com Delux City I	Notes  achments  De File Name or URL  DE PRICE NAME OF URL  DE PRI	Comcast TV broadcast access dated: 09/20/2017  Title  Each  Comcast TV broadcast access #pr-17-285, dated: 09/20/2017		Description 9.95 e Approval via Ci	
Typ  17 Com Equip City I dated  Atta Typ  18 Com Delux City I	Notes  achments  De File Name or URL  DICAST TV broadcast access Dependent 2 - fee Approval via Manager memo #pr-17-285, DE Supplier Item  Notes  Cachments De File Name or URL  DICAST TV broadcast access Exe internet (2) Approval via Manager memo #pr-17-285, Manager memo #pr-17-285,	Comcast TV broadcast access dated: 09/20/2017  Title  Each  Comcast TV broadcast access #pr-17-285, dated: 09/20/2017  Title		Description  9.95  e Approval via Ci	



Line I	tem		UOM		Price	Expiration Date
			#pr-17-285, dated: 09/20/2017			
	Attachments					
	Type File Nam	e or URL	Title		Description	
19	Comcast TV broad Additional regular of Outlet service - NE effective 1-31-19 po department	ligital adapter W PRICING	Each		6.99	
		Supplier Item				
		Notes	Comcast TV broadcast access	Additional regular	· digital adapter 0	Outlet service
			Approval via City Manager mem	_	-	
			Approval via Oity Manager mem	0 #pi 17 200, date	.u. 00/20/2011	
	Attachments					
	Type File Nam	ne or URL	Title		Description	
20	Comcast TV broad Equipment fee 2. N effective 1-31-19 po department	IEW PRICING	Each		16.95	
		Supplier Item				
		Notes	Comcast TV broadcast access	Equipment fee 2	Approval via Cit	v Manager memo #pr-
		140163	17-285, dated: 09/20/2017	<u> Е</u> чаринент 166 2	πρριοναί νια Οιί	y Manager memo #pr-
	Attachments					
		ne or URL	Title		Description	



## 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 reprocurement.

#### 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



#### Blanket Purchase Order B003056

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