



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **August 26, 2015**

RE: **BLANKET ORDER # B002409 (Revised)**

PRODUCT/SERVICE: **Vehicle Parts, Truck
Parts, Supplies and other Related Items**

**Ramar Enterprises of Broward, Inc. (V#6103)
d/b/a L & L Distributors
Attn: Mario Campos, Sales Rep.
1511 N. Powerline Rd.
Pompano Beach, FL 33069**

**Telephone Contact: 954-979-1200
Fax: 954-970-3187
Cell: 561-248-2722
Anthony Bormett, Sales Manager
954-444-5874 (cell)**

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | |
|---|--------|
| ☐ FORMAL BID # | DATED: |
| ☐ INFORMAL BID # | DATED: |
| ☐ RENEWAL OF FORMAL BID # | DATED: |
| ☐ EXTENSION OF FORMAL BID/RFP# | DATED: |
| ☐ WRITTEN QUOTATION # | DATED: |
| ☐ VERBAL QUOTATION PER | DATED: |
| ☐ STATE OF FLORIDA CONTRACT # | DATED: |
| ☐ BROWARD COUNTY BID # | |
| ☒ OTHER: School Board of Broward County Bid #13-012R | |

The term of this order is **8/26/2015 through 9/30/2017. (Remainder of initial five (5) year term).**

The estimated dollar value is **\$65,000.00 annually.**

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Contingent upon the receipt and approval of all required certificates of insurance as required by the City's Risk Manager.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223.

In the event of a conflict between the Terms and Conditions as stated herein and any other agreement between the City and a vendor, the Terms and Conditions most favorable to the City of Hollywood will prevail.

c: **Fire Rescue & Beach Safety
Public Works/Fleet Management
Financial Services**

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 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 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 procurement.

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 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, bona fide 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.



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$10,000, when piggybacking off other contracts)

2015 JUN 30 PM 2:27

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

Date: June 26, 2015

Department/Office: Public Works

Division/Area: Fleet Maintenance

Contact Person: Joel Wall;
Sylvia Glazer

Title: Fleet Coordinator;
Public Works Director

Phone: 954.967.4555;
954.967.4526

Email: jwall@hollywoodfl.org;
sglazer@hollywoodfl.org

1. Requested Vendor: L&L Distributors

Vendor Number: #6103

Address: 1511 N. Powerline Rd., Pompano, Fl. 33069

Contact Person: Tony Bormett

Title: Sales Manager

Phone: 954-979-1200

Email: anthony@lltruck-usa.com

2. Contract title requesting to piggyback?

Awarding Agency: School Board of Broward County Contract: #13-012R

Contract Expiration Date: September 30, 2017

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). Various truck parts and equipment for use in many of the City's large and heavy General and Police fleet vehicles. Some product examples are brake chambers, valves, pads, shoes, rotors, drums, springs, suspension parts, turbos, injectors, mud flaps, mirrors, wheel bearings, hubs, and various lighting, utilized for the repair of payloaders, backhoes, scowbody trucks, police command center, bucket trucks, garage trucks, sewer trucks, etc.

Procurement Service Division use only

Requisition # R

Purchase Order # P

Blanket Purchase Order #

BPO 3002409
(As Applicable)

(As Applicable)

(As Applicable)

4. Detailed description of the products/services function and purpose. L&L carries numerous parts, supplies and specialty equipment in stock for the majority of our heavy equipment and trucks that are necessary to repair and service with minimal down time. This vendor also provides delivery services of all merchandise daily to the Fleet Garage at no additional cost to the City. This service has a tremendous value and savings as it avoids staff time and expense to pick up these parts and equipment of vehicles for service.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Recommended by the Public Works Department for the best price through the School Board of Broward County Contract. Public Works Department also understands this vendor currently has a blanket order

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☐ Yes ☒ No

Please explain. .

7. Total cost of the requested product/service. \$35,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$35,000.00

Account Number(s) (Acct# 57.5101.00102.590.005212 & 57.5101.00109.590.005212)

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.)

Will this require matching funds? ☐ Yes ☐ No

What is the grant source? N/A

What is the grant (dollar) amount? N/A

Procurement Service Division use only

Requisition # R
BPO 18002409
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order #
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Excluded Parties List System at www.epls.gov.

Date of Advanced Search _____

Company Name(s) Searched _____

Search Results _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.


Contact Person's Signature

6/26/15
Date

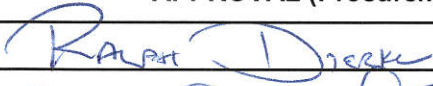
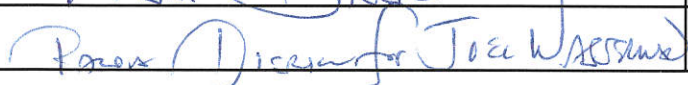

Supervisor's Signature

6/26/15
Date


Director's Signature

6-26-15
Date

APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	<u>7/15/15</u>
Approved By:		Date	<u>7/30/15</u>

Procurement Service Division use only

Requisition # R _____
BPO # 2409
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

Date 7/22/15

Department/Office Fire Rescue & Beach Safety

Division/Area Admin.

Contact Person Dan Dapolito

Title Division Chief

Phone 954-967-4248

Email ddapolito@hollywoodfl.org

1. Requested Vendor L&L Distributors

Vendor Number 6103

Address 1511 Powerline Rd., Pompano, FL. 33069

Contact Person Tony Bormett

Title Sales Manager

Phone 954-979-1200

Email anthony@lltruck-usa.com

2. Contract title requesting to piggyback? _____

Awarding Agency School Board of Broward County Contract: #13-012R

Contract Expiration Date 9/30/2017

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). Various truck parts & equipment for use in many of the Department's large & heavy vehicles. Examples would be; brake chambers, valves, pads, shoes, rotors, drums, springs, suspension parts, turbos, injectors, mud flaps, mirrors, wheel bearings, hubs, and various lighting utilized for repair of various vehicles.

4. Detailed description of the products/services function and purpose. L&L carries numerous parts, supplies, and specialty equipment in stock for the majority of our trucks that are necessary to repair and service with minimal

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO 202409
(As Applicable)

down time. This vendor also provides delivery service of merchandise to the shop at no additional cost to the City. This service has tremendous value as it avoids staff time and expense to pick up parts.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Recommended by the Public Works Dept. for the best price through the School Board of Broward County Contract. This vendor also currently has a blanket order.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☐ Yes ☒ No

Please explain _____

NOTE: ORIGINAL BPO AWARD
\$ 21,000.00

7. Total cost of the requested product/service. \$30,000.00

ADDITIONAL REQUIRED
FUND.
\$ 9,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$30,000.00

Account Number(s) 01.2151.0000.522.005212

RO
-1/15/12

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? _____

What is the grant (dollar) amount? _____

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO B002409
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched _____

Search Results _____

REQUESTING DEPARTMENT RECOMMENDATION

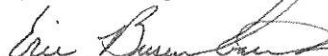
Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.


Contact Person's Signature

7-22-15
Date


Supervisor's Signature

7-22-15
Date


Director's Signature

7-22-15
Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	<u>7/15/15</u>
Approved By:		Date	<u>7/31/15</u>

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO 002409
(As Applicable)