

City of Hollywood, Florida

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

DATE: July 8, 2015

RE: BLANKET ORDER # B002719

PRODUCT/SERVICE: Automotive and Truck

Parts, Accessories and Supplies

Genuine Parts Company (V #6488 Addr 1) d/b/a Napa Auto Parts Attn: Juan Fermin, Store Manager 6117 Hollywood Blvd.

Hollywood, FI 33024

Telephone Contact: 954-983-3150

Dear '	V	en	d	0	r:

П

 \boxtimes

is to inform you that the City of Hollywood, F pany based on one of the following:	lorida is entering into a Blanket Order with your
FORMAL BID #	
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:

The term of this order is 07/31/15 through 07/30/16. Approved X X, 2015 via R-2015-XXX.

The estimated dollar value is \$159,400.00 annually.

OTHER: NJPA Contract #031212-GPC

BROWARD COUNTY BID #

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.

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.

c: Public Works/Fleet Fire Rescue

Finance

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

Sellers 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, 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 an 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)

Date: March 13, 2015

Department/Office: Public Works

Contact Person: Joel Wall;

Sylvia Glazer

Phone: 954.967.4555;

954.967.4526

Division/Area: Fleet Maintenance

Title: Fleet Coordinator;
Public Works Director

Vendor Number: #6488

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

1. Requested Vendor: Napa Auto Parts - Genuine Parts

Company

Address: 6117 Hollywood Blvd., Hollywood, Fl. 33024

Phone: 954-983-3150

Cell: 754-422-3599

Contact Person: Ed Czachor

Cell. 754-422-3599

Title: Territorial Sales Representative

Email:

ed czachor@napasalesteam.com

2. Contract title requesting to piggyback?

Awarding Agency: NJPA (National Joint Powers Alliance) #031212-GPC

Contract Expiration Date: April 12, 2017

Copy of Contract and Awarding Agency documentation is attached.

- 3. Product/Service being requested (be specific). <u>Automotive and Truck Parts with related Automotive and Truck Equipment</u>, Accessories, and Supplies.
- 4. Detailed description of the products/services function and purpose. <u>Automotive and Truck Parts with related Automotive and Truck Equipment, Accessories, and Supplies. These parts and supplies are for all "In House" maintenance and repairs for all various City of Hollywood Fleet Vehicles, Trucks and Equipment that are required for continued services within the Fleet Maintenance Division.</u>

Procurement Service Division use only

Requisition # R Purchase Order # P Blanket Purchase Oder # BPO (As Applicable) (As Applicable) (As Applicable) (As Applicable)

		verify and/or identify this contract. Recommended NJPA (National Joint Powers Alliance) Contract
	o determine that the C	ity is obtaining the most advantageous contract ☐ Yes ☑ No
Please explain.		
7. Total cost of the requested product/ser	vice. <u>\$135,000.00</u>	
8. Total estimated annual (fiscal year) co Account Number(s) (Acct# 57.5101.0010		
9. Is this product/service covered by a wa	arranty? 🛛 Yes 🗌 N	0
If yes, please attach a copy of the	e warranty details.	
10. Would this purchase(s) result in the prestricted to a particular vendor or create		
☐ Yes ☒ No		
If yes, please describe the relate	d products/services ar	nd estimated cost(s.)
11. Would this purchase(s) result in any f	uture maintenance co	ests which are not included in the initial purchase?
☐ Yes ⊠ No		
If yes, please attach a draft main	tenance plan which in	cludes cost estimates and funding source(s.)
12. Is this a grant related purchase?	′es ⊠ No	
If yes, please provide details (timetc.)	eline, expiration dates	s, milestones, special procurement requirements,
Will this require matching funds?	☐ Yes ☐ No	
What is the grant source? N/A		
What is the grant (dollar) amount	:? <u>N/A</u>	
13. Please complete an advanced search Excluded Parties List System at www.ep		mended for award on the Federal Government's
Date of Advanced Search		
<u>Procure</u>	ment Service Division us	se only
	Order # P	Blanket Purchase Oder #
(As Applicable) (As Appli	cable)	(As Applicable)

	Company Name(s) Searched	Search Results		
		:		
	REQUESTING DEPARTME	NT RECOMMENDA	ATION	
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 you knowledge the contract does not violate any applicable policy, statue, governing rule or regulation. John Jan Jan				
	APPROVAL (Procurem	ent Service Division	on Use Only)	
Verified	By: Ranger Displan		Date	6/11/15
Approve By:	ed Jack		Date	6-15-15

Procurement Service Division use only

Requisition # R	
BPO BOO	
(As Applicable)	

(As Applicable)

Purchase Order # P_

Blanket Purchase Oder #

(As Applicable)

Proposal Offering And Acceptance and Award RFP #031212

FORM D

AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES, AND SERVICES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for AUTO AND TRUCK PARTS WITH RELATED AUTO AND TRUCK EQUIPMENT, ACCESSORIES, SUPPLIES, AND SERVICES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company	Date: 3/7/2012			
Company Address: 2999 Circle 75	Parkway			
City: Atlanta	State: 6 A Zip: 30 33 9			
Contact Person: Dennis Tolivar	Title: VP Major Accounts			
Authorized Signature (ink only):	(Name printed or typed)			
Contract Acceptance and Aw	ard (To be completed only by NJPA)			
Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.				
National Joint Powers Alliance® (NJPA)				
NJPA Authorized signature:	(Name printed or typed)			
Title:Executive Director NJPA	(Name printed of typed)			
Awarded this 12th day of Apr	:\ 20\2 Contract Number # 031212 - GPC			
NJPA Authorized signature: Lene Door de Clerk	(Name printed or typed)			
Executed this 12 th day of Apr	Contract Number # 031212 -G PC			

Home > National Cooperative Contract Solutions > Contracts - Fleet > Fleet Services, Parts & Equipment > NAPA AUTO PARTS



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE Our step-by-step guide

Vendor Contact Info

Kimberly Eason Direct Phone: (770) 818-4609 kimberly eason@genpt.com

NAPA AUTO PARTS

Contract#: 031212-GPC

Category: Fleet Services, Parts & Equipment Description: Vehicle Auto Truck Parts

Maturity Date: 04/12/2017

NJPA Contract #031212-GPC brings more than 400,000 NAPA Parts and Accessories to contract purchasing. NAPA is the leader in automotive & truck replacement parts, auto-body & paint products, tools & equipment, specialty parts, accessories, and service items. Two-hour delivery is generally available throughout the U.S. from 6,000 stores in all 50 states. Non-locally stocked products generally ship next day from 64 distribution centers.

NAPA Know How, brings expertise to your fleet department by giving technicians the parts they need, when they need them. Save time, money, and satisfy your bidding requirements, by utilizing NJPA's national, competitively



Home > National Cooperative Contract Solutions > Contracts - Fleet > Fleet Services, Parts & Equipment > NAPA AUTO PARTS



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NAPA AUTO PARTS

Contract Documentation(#031212-GPC)

Request for Proposal (RFP)
Contract Acceptance & Award

Documentation of Competitive Solicitation Process

Affidavit of Advertisement
Proposal Opening Witness Page
Proposal Evaluation
Evaluation Committee Comment & Review
Board Minutes

Documentation of Contract Maintenance

Contract Renewal 2016 Contract Renewal 2015 Contract Renewal 2014 Contract Renewal 2013



Home > National Cooperative Contract Solutions > Contracts - Fleet > Fleet Services, Parts & Equipment > NAPA AUTO PARTS



NAPA AUTO PARTS

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Pricing or Product Specific Questions:

Kimberly Eason

Office: (770) 818-4609

kimberly eason@genpt.com

Direct Orders can be made by going to your local participating NAPA store: reference price profile 9071

Contract Management Questions:

Kim Wudinich

Contract Management Specialist

218-894-5485

Kim.Wudinich@njpacoop.org

Membership Questions:

Duff Erholtz

Membership Manager

218-894-5490

Duff.Erholtz@NJPAcoop.org

Mike Domin

Membership Communications

218-895-4148

Mike.Domin@njpacoop.org

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Contract Documentation

Pricing

Marketing Materials

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Vendor Contact Info

Kimberly Eason Direct Phone: (770) 818-4609 kimberly eason@genpt.com





202 12th Street NE P.O. Box 219 Staples, MN 56479

FOR IMMEDIATE RELEASE

NJPA Contract Award Announcement



Vendor Awarded NJPA National Contract for Auto And Truck Parts With Related Auto And Truck Equipment, Accessories, Supplies, And Services

NJPA contract #031212-GPC was recently awarded by the NJPA Board of Directors. NJPA contracts are nationally solicited, competitively bid and awarded on behalf of NJPA current and potential government and education member agencies.

Staples, MN (May 8, 2012) – In response to a national solicitation and resulting competitive bid and evaluation process, on April 12, 2012, the National Joint Powers Alliance® (NJPA) awarded Genuine Parts Company national contract #031212-GPC, for "Auto And Truck Parts With Related Auto And Truck Equipment, Accessories, Supplies, And Services".

"We were impressed by the breadth of products and services Genuine Parts Company proposed, as well as by the accessibility through local NAPA stores. NJPA and our members will find great value in the more than 400,000 parts, including product coverage across numerous categories such as automotive & truck replacement parts, chemicals & paints, tools & equipment, and specialty parts", stated NJPA Contract Manager Jeremy Schwartz.

About Vendor:

Genuine Parts Company (GPC), incorporated on May 7, 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials through four operating segments, Automotive Parts Group (which includes NAPA and Traction), Motion Industries, S.P. Richards and EIS, Inc. GPC conducts business throughout the United States, Canada, Mexico, Australia and New Zealand. Go to www.genpt.com for more information on the organization and products.

The National Automotive Parts Association (NAPA) distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, NAPA distributes replacement parts for small engines, farm equipment and heavy duty equipment. NAPA's inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of customers in the automotive aftermarket, such as repair shops, service stations, fleet operators, automobile and truck dealers, leasing companies, bus and truck lines, mass merchandisers, farms, industrial concerns and individuals who perform their own maintenance and parts installation.

Go to www.napaonline.com for more about their products and how they work.

About NJPA:

The National Joint Powers Alliance® (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 40,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Go to www.njpacoop.org to join NJPA at no cost, obligation or liability. Learn more about the now over 135 contract solutions available to our Member Agencies.

Contact <u>031212-GPC</u>: Contract Manager, Gordy Thompson | 218-894-5489 | <u>Gordy.Thompson@njpacoop.org</u>

5th YEAR RENEWAL OF AGREEMENT

Made by and Between

NAPA-Genuine Parts Company (Vendor) 2999 Circle 75 Parkway Atlanta, GA 30334

and

National Joint Powers Alliance® (NJPA) 202 12th Street NE Staples, MN 56479 Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031212-GPC" for the procurement of Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies and Services, and having a maturity date of April 12, 2016, and which are subject to annual renewals and a 5th year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. "Vendor" and "NJPA" hereby desire and agree to exercise the 5th year renewal option for the above defined contract for the period of April 12, 2016 to April 12, 2017.

National Joint Powers Alliance (MJPA)	
By:, Its: Executive Director/CEO	
Name printed or typed: Chad Coauette	_
Date Colon	
NAPA-Genuino Parts Company	
By: Amp. Fel , Its: VP, Major Accounts	
Name printed or typed: Dennis P. Tolivar	
Date 5/29/2014	



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

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

Date <u>5/21/15</u>				
Department/Office Fire Rescue &	Beach Safety	Division/	Area <u>Admin.</u>	
Contact Person Dan Dapolito		Title <u>Divi</u>	sion Chief	
Phone <u>954-967-4248</u>		Email ddapolito@hollywoodfl.org		
Requested Vendor Napa Auot Company	Parts-Genuine Parts	Vendor N	Number <u>6488</u>	
Address 6117 Hollywood Blvd.	., Hollywood, Fl. 33024			
Contact Person Ed Czachor		Title Territo	orial Sales Rep	
Phone <u>954-983-3150</u>		Email <u>ed c</u>	zachor@napasalesteam.com	
Contract title requesting to pigg Awarding Agency NJPA (liance) #0312	212-GPC	
Contract Expiration Date	4/12/2017			
Copy of Contract and Awa	arding Agency document	tation is attac	hed. ⊠ Yes □ No	
3. Product/Service being requeste equipment, accessories, & supplied		ive & Truck p	arts with related automotive & truck	
	cessories, & supplies. Th	nese parts &	Auotmotive & Truck parts with related supplies are for all in house maintenance ce.	
<u>I</u>	Procurement Service Division	on use only		
	urchase Order # P As Applicable)		Blanket Purchase Oder # BPO Bco 27 19 (As Applicable)	
(Revised 9/2013)				

by the Public Works dept. for the best price through the NJPA contract #031212-GPC.
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. \$24,400.00
8. Total estimated annual (fiscal year) cost of requested product/service. \$24,400.00
Account Number(s) 01, 2151, 00000, 522, 0052/2
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?
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 .
Procurement Service Division use only
Requisition # R Purchase Order # P Blanket Purchase Oder # BPO BC 27 / (As Applicable) (As Applicable) (As Applicable)

(Revised 9/2013)

5. Please explain what process the Department/Office took to verify and/or identify this contract. Recommended

Data of Advanced Secret		
Date of Advanced Search		
Company Name(s) Searched	Search Results	
	Account of the second of the s	
REQUESTING DEPARTME	ENT RECOMMENDATION	
Note: By signing and returning this form, you are all portions (scope, terms, conditions, pricing, approval based on the contract complying with the and to the best of you knowledge the contract derule or regulation. Contact Person's Signature Supervisor's Signature Director's Signature	etc.) of the requested contract the City of Hollywood's scope and	ct and recommend its nd pricing requirements
APPROVAL (Procuren	nent Service Division Use Only)	
Verified By: Dans Disex	Date	6/11/15
Approved By: Def L	Date	6-15-15

Procurement Service Division use only

Requisition # R_____(As Applicable)

Purchase Order # P_____(As Applicable)

Blanket Purchase Oder # BPO B 2719 (As Applicable)

(Revised 9/2013)