

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 21-018

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING MULTIPLE AWARD OF BID NO. 2021-001 - SUPPLY AND DELIVER AFTERMARKET VEHICLE PARTS AND ACCESSORIES, VEHICLE, LIGHT - HEAVY DUTY TRUCKS, AND OFF ROAD VEHICLES TO PARTS AUTHORITY, LLC. D/B/A IMC, AND IEH AUTO PARTS, LLC D/B/A AUTO PLUS AUTO PARTS, FOR THE DEPARTMENT OF PUBLIC WORKS; PROVIDING FOR WAIVING OF BIDDING AND AWARD OF LOCAL SOLE SOURCE SUPPLIERS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves multiple award of Bid No. 2021-001 - Supply and Deliver Aftermarket Vehicle Parts and Accessories, Vehicle, Light - Heavy Duty Trucks and Off Road Vehicles to Parts Authority, LLC, D/B/A IMC, and IEH Auto Parts, LLC D/B/A Auto Plus Auto Parts, for the Department of Public Works;

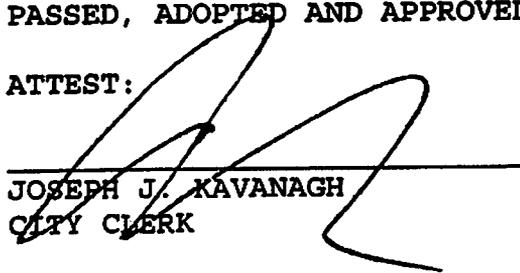
SECTION 2: That the City Commission approves waiving of bidding and award of local sole source suppliers of O.E.M Ford and Dodge parts.

SECTION 3: That the Mayor and City Manager are authorized and directed to execute a contract for the above, or the administration is authorized to issue a purchase order to implement same.

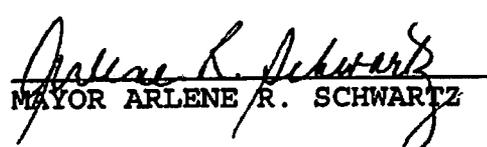
SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 17th day of March 2021.

ATTEST:



JOSEPH J. KAVANAGH
CITY CLERK



MAYOR ARLENE R. SCHWARTZ

RECORD OF VOTE

Caggiano	<u>YES</u>
Simone	<u>YES</u>
Ruzzano	<u>ABSENT</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>



CONTRACT

THIS CONTRACT, made and entered into this 8th day of March, 2021, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and Parts Authority, LLC d/b/a IMC (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Bidders General Information Required of Bidders, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

Supply and Deliver Aftermarket Vehicle Parts and Accessories, Vehicle, Light – Heavy Duty Trucks, and Off Road Vehicles to the City of Margate Public Works Department

BID NO.2021-001

ARTICLE 3

CONTRACT TIME

The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice of Award. The initial term of the contract shall be for a period of three (3) years and shall have the option to renew for two (2) additional one year extensions, providing all terms and conditions remain the same.

ARTICLE 4

CONTRACT SUM

1. The CITY shall issue a "Blanket Purchase Order" to CONTRACTOR and order on an "as needed" basis. Percentage discount shall be 33-83% off manufacturers' suggested list price as per bid submission. There is no firm yearly contract sum.

ARTICLE 5

PAYMENT

1. Payments shall be processed by the CITY upon receipt of a properly executed original invoice an approval by the using department. This payment shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work or parts not remedied or replaced.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to suppliers for materials or labor which directly impact this contract.
 - d. Damage to the CITY or its property not remedied.
 - e. Reasonable evidence that the CONTRACTOR cannot complete the work as outlined in the Contract documents.
 - f. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

SPECIAL CONDITIONS

1. CONTRACTOR does not assume any responsibility for the current obsolete inventory owned by the CITY. CONTRACTOR agrees to protect the CITY from future obsolete parts on the items sold by CONTRACTOR as long as the CITY is actively doing business under the contract with CONTRACTOR.
2. CONTRACTOR agrees to deliver parts within a 4-hour basis.
3. The sales manager of CONTRACTOR will meet on site with CITY employees on a regular basis (weekly, if necessary) to resolve any issues or concerns regarding service, parts or compliance with the contract.
4. Percentage of Discount will be given off manufacturers' suggested list price – discount pricing varies depending on the manufacturer. CONTRACTOR agrees to keep the CITY up-to-date with current pricing information.
5. All manufacturer price increases/decreases shall be provided to the CITY via CONTRACTOR'S website. However, the percentage of discount for each class shall remain the same.
6. The CITY intends to issue blanket purchase orders on a fiscal year basis and will pay invoices for items received.
7. The CITY reserves the right to cancel the contract without cause upon thirty (30) days written notice; or sooner with cause. Nonperformance or unsatisfactory performance shall be considered grounds for immediate cancellation.
8. Terms used in this Agreement, which are defined in the Bid package, shall have the meanings designated to those Conditions.
9. This is a non-exclusive contract. The CITY may, in its sole discretion, utilize other parties to provide any of the products or services listed in the solicitation, or any aspect of the products if the CITY deems it to be in the best interest of the City.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the

Contract shall have the meanings designated in those Conditions.

2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
6. **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
7. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
 - A. Keep and maintain public records required by the City of Margate to perform the service.
 - B. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

- D. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

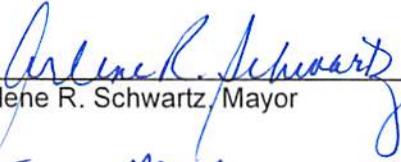
5790 Margate Boulevard

Margate, FL 33063

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

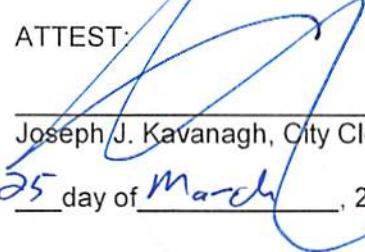


Arlene R. Schwartz, Mayor
25 day of March, 2021



Cale Curtis, City Manager
25 day of March, 2021

ATTEST:



Joseph J. Kavanagh, City Clerk
25 day of March, 2021

APPROVED AS TO FORM:



Janette M. Smith, City Attorney
25 day of March, 2021

FOR CONTRACTOR

FOR CORPORATION:



National Director of Fleet Sales

8th day of March, 2021

(CORPORATE SEAL)



National Fleet Sales Manager

8th day of March, 2021

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE PROPOSED
SUPPLY AND DELIVER AFTERMARKET VEHICLE PARTS AND ACCESSORIES, VEHICLE,
LIGHT – HEAVY DUTY TRUCKS, AND OFF ROAD VEHICLES TO THE CITY OF MARGATE
PUBLIC WORKS DEPARTMENT BID NO.2021-001**