2

SUBJECT: Vehicle & Equipment Parts Management and Supply Services

BID #: ESC-0261-19 **OPEN DATE:** 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with TPH Holdings LLC DBA The Parts House in the amount of $350,000.00 to cover services thru the period ending February 1, 2024. Estimated revised annual expenditure is $5,080,900.00. Total revised not exceed amount is $26,219,445.00.

Funding for this award will be executed by formal contract amendment #6, #9902-01, through the Office of General Counsel and encumbered by the following accounts: 51101.114003.552130.00000.00000000.00000 - $4,600,000.00 & 51101.114003.534100.00000.00000000.00000 - $480,900.00

Attachments: Recommendation Memo and Previous Awards

ANALYST: _____ Corey Sidlo **RESPECTFULLY SUBMITTED:** _____ DUSTIN FREEMAN CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville

Where Florida Begins.

Date: September 5, 2023

To: Dustin Freeman, Chief of Procurement Division

Thru: Cris Tongol, Chief of Fleet Management Division

From: Erik Preacher, Fleet Management Administrator

Re: Recommendation of Approval to increase ESC-0261-19 Vehicle & Equipment parts Management and Supply Services

Fleet Management Division is requesting approval to increase award ESC-0261-19 Vehicle & Equipment Parts Management and Supply Services in the amount of $350,000.00. Period of Service is February 12, 2023 through February 11, 2024. Estimated expenditure is $5,080,900.00. The Total not to exceed is $26,219,445.00.

Funding Source: Funds will be executed by formal contract through the Office of General Counsel and encumbered by the following accounts:
51101.114003.552130.00000.00000000.00000 - $4,600,000.00 &
51101.114003.534100.00000.00000000.00000 - $480,900.00

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

SUBJECT: **Vehicle & Equipment Parts Management and Supply Services**

BID #: ESC-0261-19 **OPEN DATE:** 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from February 12, 2023 through date of award.

Recommend approval to utilize the second and final renewal option with TPH Holdings LLC DBA The Parts House. Period of service is from date of award through February 11, 2024. Total revised estimated annual expenditure is $4,730,900.00. Total expenditure not to exceed $25,869,445.00.

Funding Source:
51101.114003.552130.00000.00000000.00000 - $4,250,000.00 –To be executed through the Office of General Counsel
51101.114003.534100.00000.00000000.00000 - $480,900.00 To be executed through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letter and Previous Awards

ANALYST: Corey Sidlo **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 2/16/2023

OTHER:

ACTION OF AWARDING AUTHORITY DATE 2/16/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

SUBJECT: **Vehicle & Equipment Parts Management and Supply Services**

BID #: ESC-0261-19

OPEN DATE: 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with TPH Holdings LLC DBA The Parts House in the amount of $2,214,945.00 to cover services thru the period ending February 12, 2023. Estimated annual expenditure is $6,945,845.00. Total expenditure amount is $21,138,545.00.

Funding for this award will be executed by formal contract amendment, #9902-01, through the Office of General Counsel and encumbered by the following accounts: 51101.114003.552130.00000.00000000.00000 - $6,250,000.00 & 51101.114003.534100.00000.00000000.00000 - $695,845.00

Attachments: Recommendation Memo and Previous Awards

ANALYST: Corey Sidlo

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 9/22/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY **DATE**

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
~~Under Authority of:~~
Executive Order No: 2019-02

SUBJECT: Vehicle & Equipment Parts Management and Supply Services

BID #: ESC-0261-19 **OPEN DATE:** 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of two (2) renewal options with TPH Holdings LLC DBA The Parts House. Period of service is from February 12, 2022 through February 11, 2023. Total revised estimated annual expenditure amount is $4,730,900.00, for a total expenditure amount not to exceed $18,923,600.00

Funding for this award will be executed by formal contract amendment through the Office of General Counsel and encumbered by the following accounts: 51101.114003.552130.000000.00000000.00000.0000000 - $4,250,000.00 & 51101.114003.534100.000000.00000000.00000.0000000 - $480,900.00

Attachments: Recommendation Memo and Previous Awards

ANALYST: Annette Burney RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 10/7/2021

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10-8-21

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No 2019-02

SUBJECT: Vehicle & Equipment Parts Management and Supply Services

BID #: ESC-0261-19

OPEN DATE: 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 NUMBER RECEIVED: 5 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with TPH Holdings LLC DBA The Parts House by $4,730,900.00 to cover parts management and supplies for the third and final year of the initial term Total expenditure amount not to exceed $14,192,700 00

Funding for this award will be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: 51101 114003.552130 000000 00000000.00000 0000000 $4,250,000 00 & 51101 114003 534100 000000.00000000 00000 0000000 - $480,900 00

Attachments Recommendation Memo and Previous Awards

ANALYST: Annette Gurney

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 10/15/2020

OTHER

ACTION OF AWARDING AUTHORITY DATE 10/15/20

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: Vehicle & Equipment Parts Management and Supply Services

POA 70537-21

BID #: ESC-0261-19

OPEN DATE: 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with TPH Holdings LLC DBA The Parts House by $4,730,900.00 to cover parts management and supplies for the second year of the three (3) year term. Total expenditure amount not to exceed $9,461,800.00.

Funding for this award will be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: AFFM511FS-05213 $4,250,000.00 & AFFM511FS-03410 - $480,900.00

Attachments: Recommendation Memo and Previous Award(s)

ANALYST: Annette Barney

RESPECTFULLY SUBMITTED

GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crescencio Tonopi, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10/10/19

OTHER:

ACTION OF AWARDING AUTHORITY

APPROVED DATE 10/10/19

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No 2019-02

SUBJECT: Vehicle & Equipment Parts Management and Supply Services

BID #: ESC-0261-19

OPEN DATE: 10/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Fleet Management Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to reject AutoZone Parts, Inc. as non-responsive for failure to submit proof of meeting the minimum requirements and failure to respond to Attachment B, Evaluation Criteria.

Recommend approval of award to the highest scoring responsive, responsible bidder, TPH Holdings LLC DBA The Parts House. Period of service is for three (3) years from date of contract execution with two (2) one (1) year renewal options. Total expenditure amount not to exceed $4,730,900.00.

TPH Holdings	96.70
Mancon LLC	86.08
Tidewater Fleet Supply	84.40
Genuine Parts Co.	77.30

Funding for this award will be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: AFFM511FS-05213 $4,250,000.00 & AFFM511FS-03410 - $480,900.00

Attachments: Recommendation Memo, Tabulation and Scoring Sheets, Rejection Letter and Evaluation Criteria

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 12/20/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/20/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

AMENDMENT NO. 5 TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TPH HOLDINGS, LLC d/b/a THE PARTS HOUSE
FOR
VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY SERVICES

THIS AMENDMENT NO. 5 to Contract for vehicle and equipment parts management and supply services (the "Services") is made and entered into as of the 15 day of March, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the state of Florida (the "City"), and **TPH HOLDINGS, LLC**, a Florida limited liability company d/b/a **THE PARTS HOUSE**, with an address at 10231 Fortune Parkway, Building 400, Jacksonville, Florida 32256 (the "Contractor").

WITNESSETH:

WHEREAS, on February 25, 2019, City and Contractor made and entered into City of Jacksonville Contract No. 9902-01 (the "Contract") for the Services; and

WHEREAS, from February 12, 2023, through February 16, 2023, the parties have worked together continuously on the Services; and

WHEREAS, said Contract has been amended four times previously; and

WHEREAS, said Contract should be amended further by accepting, adopting, and ratifying all actions of the parties under said Contract from February 12, 2023, through February 16, 2023, by providing additional funding in the amount of$4,730,900.00, thus increasing the maximum indebtedness by $4,730,900.00 to a new total maximum indebtedness of $25,869,445.00, and by exercising the second and final 1-year renewal option, thus extending the period of service from February 17, 2023, through February 11, 2024, with no renewal options remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged, now therefore

IN CONSIDERATION of the mutual covenants and agreements contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. All actions of the parties under the provisions, terms, and conditions of said Contract from February 12, 2023, through February 16, 2023, are accepted, adopted, and ratified.

3. Section 4 of said Contract is amended by providing additional funding in the amount of $4,730,900.00, thus increasing the maximum indebtedness by $4,730,900.00 to a new total maximum indebtedness of $25,869,445.00, and as amended shall read as follows:

"4. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed TWENTY-FIVE MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($25,869,445.00). City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract."

4. Section 6 of said Contract is amended by exercising the second and final 1-year renewal option, thus extending the period of service from February 17, 2023, through February 11, 2024, with no renewal options remaining, and as amended shall read as follows:

"6. **Term**. The term of this Contract shall commence on the Effective Date and shall continue for a period of five years thereafter unless sooner terminated by either party in accordance with the terms of the RFP."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the day and year first above written.

WITNESS:

Stacey Mozo

Print Name: STACEY MOZO

TPH HOLDINGS, LLC, d/b/a THE PARTS HOUSE

By: _____
David Honig, President

ATTEST:

By: James R McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Form Approved:

James R McCain, Jr.
Assistant General Counsel

Encumbrance and funding information is found on the next page.

Encumbrance and Funding Information

Account Number:	51101.114003.534100.000000.00000000.00000.0000000
Amount:	$480,900.00
Account Number:	51101.114003.552130.000000.00000000.00000.0000000
Amount:	$4,250,000.00
Annual Expenditure:	$4,730,900.00
Maximum Indebtedness:	**$25,869,445.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Paul Barnett
on behalf of
Patrick "Joe" Greive

Director of Finance
City Contract #9902-01, Amendment 5

GC-#1552365-v1-TPH_Holdings_9902-01_Amd#5_Vehicle_Parts.doc

Am. 1 #4
9902-01

AMENDMENT NO. 4 TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TPH HOLDINGS, LLC d/b/a THE PARTS HOUSE
FOR
VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY SERVICES

THIS AMENDMENT NO. 4 to Contract for vehicle and equipment parts management and supply services (the "Services") is made and entered into as of the 5 day of December, 2022, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the state of Florida (the "City"), and **TPH HOLDINGS, LLC**, a Florida limited liability company d/b/a **THE PARTS HOUSE**, with an address at 10231 Fortune Parkway (the "Contractor").

WITNESSETH:

WHEREAS, on February 25, 2019, City and Contractor made and entered into City of Jacksonville Contract #9902-01 (the "Contract") for the Services; and

WHEREAS, said Contract has been amended three times previously; and

WHEREAS, said Contract should be amended further by providing additional funding in the amount of $2,214,945.00, thus increasing the maximum indebtedness by $2,214,945.00 to a new total maximum indebtedness of $21,138,545.00, and with all other provisions, terms, and conditions of said Contract remaining unchanged, now therefore

IN CONSIDERATION of the mutual covenants and agreements contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree to amend the Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 4 of said Contract is amended by providing additional funding in the amount of $2,214,945.00, thus increasing the maximum indebtedness by $2,214,945.00 to a new total maximum indebtedness not to exceed $21,138,545.00, and as amended shall read as follows:

> "4. <u>Maximum Indebtedness</u>. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed TWENTY-ONE MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($21,138,545.00). City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the day and year first above written.

WITNESS:

Print Name: Stacy Mozo

TPH HOLDINGS, LLC, d/b/a THE PARTS HOUSE

By:
David Honig, President

ATTEST:

By:
James R. McCain Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Form Approved:

Assistant General Counsel

Encumbrance and funding information is found on the next page.

Encumbrance and Funding Information

Account Number:	51101.114003.534100.000000.00000000.00000.0000000
Amount:	$695,845.00.00
Account Number:	51101.114003.552130.000000.00000000.00000.0000000
Amount:	$6,250,000.00
Annual Expenditure:	$6,945,845.00
Maximum Indebtedness:	**$21,138,545.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract #9902-01, Amendment 4

GC #1530517 v1 TPH Holdings Parts House 9902 01 Amd#4 Vehicle Parts doc

AMENDMENT NO. 3 TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TPH HOLDINGS, LLC
FOR
VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY SERVICES

9902-01
Amd #3

THIS AMENDMENT NO. 3 to Contract for vehicle and equipment parts management and supply services (the "Services") is made and entered into as of the 12 day of January, 2022, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the state of Florida (the "City"), and **TPH HOLDINGS, LLC**, a Florida limited liability company d/b/a **THE PARTS HOUSE**, with an address at 10231 Fortune Parkway (the "Contractor").

WITNESSETH:

WHEREAS, on February 25, 2019, City and Contractor made and entered into City of Jacksonville Contract #9902-01) (the "Contract") for the Services; and

WHEREAS, said Contract has been amended twice previously; and

WHEREAS, said Contract should be amended further by providing additional funding in the amount of $4,730.900.00 for the renewal period, thus increasing the maximum indebtedness by $4,730,900 to a new total maximum indebtedness of $18,923,600.00, and by exercising the first of two (2) one-year renewal options so as to extend the period of service from February 12, 2022, through February 11, 2023, with one (1) one-year renewal option remaining, and with all other provisions, terms, and conditions of said Contract remaining unchanged, now therefore

IN CONSIDERATION of the mutual covenants and agreements contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree to amend the Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 4 of said Contract is amended by providing additional funding in the amount of $4,730.900.00 for the renewal period, thus increasing the maximum indebtedness by $4,730,900.00 to a new total maximum indebtedness of $18,923,600.00, and as amended shall read as follows:

> "4. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed EIGHTEEN MILLION NINE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($18,923,600.00). City's obligations under this

Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract."

3. Section 6 of said Contract is amended by renumbering it as Section 5 and by exercising the first of two (2) one-year renewal options so as to extend the period of service from February 12, 2022, through February 11, 2023, with one (1) one-year renewal option remaining, and as amended shall read as follows:

"5. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through February 11, 2023, unless earlier terminated by either party in accordance with the terms of the RFP. City shall have the option, in its sole discretion, to renew this Contract for one additional term of one year."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

WITNESS:

Stacey Mozo

Print Name: Stacey Mozo

TPH HOLDINGS, LLC, d/b/a THE PARTS HOUSE

By: _____
David Honig, President

ATTEST:

By: James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

Form Approved:

James R. McCain, Jr.
Assistant General Counsel

Encumbrance and funding information is found on the next page.

Encumbrance and Funding Information

Account Number:	51101.114003.534100.000000.00000000.00000.0000000
Amount:	$4,250,000.00
Account Number:	51101.114003.534100.000000.00000000.00000.0000000
Amount:	$480,900.00
Maximum Indebtedness:	$18,923,600.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement..

Director of Finance
City Contract #9902-01, Amendment 3

OC-#1471223-v1-TPH_Holdings_9902-01_Amd_#3_Vehicle_Parts.doc

AMENDMENT NO. 2 TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TPH HOLDINGS, LLC
FOR
VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY SERVICES

9902-01
Amd 2

THIS AMENDMENT NO. 2 is made and entered into as of Feb. 12, 2021 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the state of Florida (the "City") and **TPH HOLDINGS, LLC**, a Florida limited liability company doing business as "The Parts House" (the "Contractor").

WITNESSETH:

WHEREAS, the City and the Contractor are parties to a Services Contract for Vehicle and Equipment Parts Management and Supply Services dated as of February 25, 2019, as amended by that certain Amendment No. 1 dated as of October 10, 2019 (City Contract #9902-01) (the "Agreement");

WHEREAS, the City desires to increase its Maximum Indebtedness under the Agreement by $4,730,900.00; and

WHEREAS, the City's Competitive Sealed Evaluation Committee and Mayor approved such increase in an award dated October 15, 2020;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

1. Maximum Indebtedness. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

> 4. Maximum Indebtedness. As required by Section 106.431, Ordinance Code, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed FOURTEEN MILLION ONE HUNDRED NINETY-TWO THOUSND SEVEN HUNDRED AND NO/100 DOLLARS ($14,192,700.00). City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

2. Entire Amendment. This Amendment constitutes the entire agreement between the parties with respect to the matters addressed. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All terms and conditions not specifically amended in this Amendment shall remain in full force and effect.

3. Authority. Contractor represents and warrants to City that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to City that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

4. Counterpart Execution. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement. The facsimile transmission of all signatures shall constitute and be evidence of an executed Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

WITNESS: Connie Jerozal

Connie Jerozal

Print Name:

TPH HOLDINGS, LLC, doing business as "The Parts House"

By: _____

David Honig, President

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain

James R. McCain
Corporation Secretary

Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Encumbrance and funding information for internal City use:

Account or PO Number: POA 70537-

Amount.....$

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract #9902-01, Amendment 2

GC-#1400275-v1A-Amd_2_to_TPH_Holdings_services_contract_9902-01 .doc

FORM APPROVED

By: James R. McCain

Office of General Counsel

9902-01

SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
TPH HOLDINGS, LLC
FOR
VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY SERVICES

THIS CONTRACT is made and effective as of this 25 day of Feb., 2019 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida(the "City"), and **TPH HOLDINGS, LLC**, a Florida limited liability company doing business as "The Parts House" ("Contractor"), with its principal offices at 10321 Fortune Parkway, Jacksonville, FL 32256.

WHEREAS, City (as the "Buyer") issued a Request for Proposal No. ESC-0261-19 for Vehicle and Equipment Parts Management and Supply Services, as amended by Addendum No. One(1) dated October 26,2018 (the "RFP") for certain services described in the RFP (the "Services");

WHEREAS, based on the response to the RFP submitted by Contractor dated May 31, 2018 and received by the City on October 31, 2018 (the "Response"), City's Competitive Sealed Proposal Evaluation Committee and Mayor approved the City's award of this Contract on December 6, 2018;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated in this Contract by reference.

2. **Performance of Services**. Contractor shall provide the services described in the RFP (the "Services") as specified in the RFP and the Response.

3. **Compensation**. City will pay Contractor for the Services in accordance with the pricing set forth in Forms 1A and 1B provided in the Response and attached to this Contract as Exhibit A.

4. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **FOUR MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($4,730,900.00)**. City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

6. **Term**. The term of this Contract shall commence on the Effective Date and shall continue for a period of three years thereafter, unless sooner terminated by either party in accordance with the terms of the RFP. City shall have the option, in its sole discretion, to renew this Contract for two additional terms of up to one year each.

7. **Incorporation of Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in the case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instruction to Proposers (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract

8. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

Erik Preacher
Fleet Financial Services Manager
City of Jacksonville
Fleet Management Division
2581 Commonwealth Avenue
Jacksonville Florida 32254

As to the Contractor:

David Honig, President
TPH Holdings, LLC, d.b.a. The Parts House
10321 Fortune Parkway
Jacksonville, FL 32256

11. Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Erik Preacher, Fleet Financial Services Manager (Telephone 904-255-7434; Cell: 904-759-1035; Email: ErikP@coj.net, and the Contractor's Contract Manager is John Hammill, on-site location manager (contact jhammill@thepartshouse.com – phone 904-333-7591), or Richard Kilpatrick, VP Fleet and Contract Sales (contact rkilpatrick@thepartshouse.com – phone 727-647-0933). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

13. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

14. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that electronic transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Contract.

[Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

TPH HOLDINGS, LLC, doing business as "The Parts House"

By: _____
Print Name: David Honig
Title: President

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
City Contract Number: 9902-01

Form Approved:

_____
Office of General Counsel

GC-#1257656-v1-Services_Contract_with_TPC_Holdings__LLC_for_Vehicle_and_Equipment_Parts_Management_and_Supply_Services.docx