



The City of Coral Gables

Procurement Division

2800 S.W. 72ND AVENUE
MIAMI, FLORIDA 33155

PIGGYBACK APPROVAL FORM

Re: Integrated Business Solutions – FSA-HC-IBS1.0

Contract Expiration Date: 9/26/2029

Effective Date: 09/17/2024

Genuine Parts Company dba NAPA Auto Parts ("Vendor", "Supplier", "Contractor" or "NAPA") hereby agrees to extend the same scope, pricing and terms and conditions and be contractually bound to the City of Coral Gables for the above-mentioned contract (including, without limitation, Section 18 of the above-mentioned contract, which shall apply to the City of Coral Gables as the "Eligible Purchaser" thereunder) and to comply with the following:

1. Furnish to the City of Coral Gables Risk Management Department, the Certificates of Insurance indicate that insurance coverage has been obtained, which meets the requirements as outlined in the approved contract.

A) Worker's Compensation and Employer's Liability

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

- B) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All requires limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000, Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

- C) Commercial Automobile Liability Insurance. During the term of this Contract Supplier will maintain insurance covering all owned, hired and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.



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Minimum limits:
\$1,000,000 each accident, combined single limit

- D) Umbrella Insurance. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The Certificate Holder section of the Certificate of Insurance must read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 - CE
Duluth, GA 30096

2. CERTIFICATES OF INSURANCE.

Prior to commencing under this Contract, Vendor/Supplier/Contractor must furnish to the City of Coral Gables a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the City of Coral Gables Insurance Compliance Department and/or Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor/Supplier/Contractor.

Upon request, Vendor/Supplier/Contractor must provide to the City of Coral Gables copies of certificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by the City, or failure of Vendor/Supplier/Contractor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

3. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.

Vendor/Supplier/Contractor agrees to include City of Coral Gables, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor/Supplier/Contractor to the extent of Vendor's indemnification obligations. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds to the extent of Vendor's indemnification obligations.



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4. Endorsement documents must be attached to the certificate of insurance evidenced to the City.
5. Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations the Vendor/Supplier/Contractor shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Vendor/Supplier/Contractor, any sub consultant, agent or employee thereof, provided that Vendor/Supplier/Contractor shall not be liable for any negligent act or omission of the City or the City's officers, agents, or employees. Any failure of Vendor/Supplier/Contractor to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Vendor/Supplier/Contractor to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.
6. Nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.
7. Apply the State of FL Public Records Law, Chapter 119 as it relates to the City as outlined below:

IF THE VENDOR/SUPPLIER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

8. Completion of Vendor Registration for the City of Coral Gables (if applicable).
9. Sovereign Immunity: The Vendor/Supplier/Contractor acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Vendor/Supplier/Contractor against the City other than claims arising out of this Agreement. Specifically, the Vendor/Supplier/Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Vendor/Supplier/Contractor acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Vendor/Supplier/Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied



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- warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any City employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Professional.
10. Vendor/Supplier/Contractor shall comply with the regulations set forth in Sec. 2-730 and 2-731 of the City Code relating to the use of expanded polystyrene and plastic straws.
11. **Employee Eligibility Verification.** Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide an executed E-Verify affidavit to establish compliance with F.S. 448.095 requirements.
12. **Pricing.** The City elects to utilize the pricing described in Exhibit A attached hereto, which is available under the contract referenced above entitled Integrated Business Solutions – FSA-HC-IBS1.0.

Company Authorized Representative's Signature: _____

Signed by:

Art Fischer

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Printed Name: **Art Fischer**

Title: **Vice President of NAPA**

Date: **10/28/2025** 10/28/2025

Asst. Chief Procurement Officer's Signature: _____

Printed Name: *Tanya Donigan*

Date: *1/14/2026*



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Exhibit A Pricing

NAPA shall invoice the City for all parts purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. The City agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If the City has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, the City shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall goal of the City's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of three elements:

Product Costs. The pricing of the Inventory to be supplied to the City by NAPA pursuant to this Agreement. Product Costs shall be further divided into "NAPA Product Costs," which is the pricing of NAPA supplier manufactured products, and "Non- NAPA Product Costs," which is the pricing of products which have not been manufactured by NAPA suppliers, but which have been acquired for the City by NAPA pursuant to this Agreement.

Tires. The pricing of any tires to be supplied to the City by NAPA pursuant to this Agreement.

Operational Costs. Any and all costs and expenses associated with the operation of the On Site Store(s) or the vehicles used by NAPA in the operation of the On Site Store(s), including, but not limited to, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability or general liability insurance policies of NAPA and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to the City at Current NAPA Jobber Acquisition Cost plus a 10% markup
Non-NAPA Product Costs	Billed to the City at current product acquisition cost plus a 10% markup
Tire Cost	Billed to the City at current product acquisition cost plus a 5% markup
Operational Costs	Billed to the City at cost
Net Profit Target	10% net profit for NAPA



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NAPA Product Costs will be billed to the City at Current NAPA Jobber Acquisition Cost plus a ten percent (10%) mark-up. Non-NAPA Product Costs will be billed to the City at current product acquisition cost plus a ten percent (10%) mark-up. Tires will be billed to the City at current product acquisition cost plus a five percent (5%) markup. Operational costs will be charged to the City at cost, with all such charges for Operational Costs to be included in the City's monthly billing statement. The City will be billed at the end of each month for operational costs on an "in arrears" basis. "Current NAPA Jobber Acquisition Cost" shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and the City will be billed an additional charge for any such purchases at cost plus a ten percent (10%) mark-up. The City must provide pre-approval in writing of such outside purchases.