

**TURNKEY ON-SITE ON-DEMAND
VEHICLE AND EQUIPMENT
PARTS SUPPLY CONTRACT
BY AND BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
GENUINE PARTS COMPANY**

THIS TURNKEY ON-SITE ON-DEMAND VEHICLE AND EQUIPMENT PARTS SUPPLY CONTRACT (this "Contract") is made by and between the **CITY OF MIRAMAR** (hereinafter the "CITY") and **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (hereinafter "NAPA"), to be effective as of the 22nd day of December, 2009 (the "Effective Date").

RECITAL

WHEREAS, the City conducted competitive bids in order to award a bid and enter into an Contract for the purchase of Turnkey On-site On-demand Vehicle and Equipment Parts as specified herein; and

WHEREAS, NAPA was selected to furnish said Turnkey On-site On-demand Vehicle and Equipment Parts; and

WHEREAS, NAPA desires to establish inventories on CITY property to service the fleet parts needs of City and to serve as the primary supplier of automotive replacement parts and other automotive goods, as required by CITY (the "Inventory"); and

WHEREAS, CITY desires to provide space for the Inventory at the City's Fleet Facility location for use by NAPA ("On Site Store") and agrees that NAPA will be the City's primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

CONTRACT

- 1. RECITALS:** The above recitals are true and correct and are incorporated and made a part of this Contract.
- 2. DEFINITIONS:** For purposes of this Contract, the following definitions shall have the meanings set forth below:

- A. **Primary Supplier** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CITY.
 - B. **On Demand** shall be defined as merchandise issued to the City by NAPA upon receipt of the request for merchandise from the City. Merchandise shall be defined as automotive parts or goods. NAPA brand shall be defined as any automotive parts, goods, tools, etc. that is carried and cataloged for sales by NAPA.
 - C. **NAPA Owned Store** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
 - D. **NAPA Jobber** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.
3. **CITY'S CURRENT LOCATIONS.** NAPA shall establish an On Site Store(s) at the CITY'S Fleet Facility location:

13900 Pembroke Road
WWRF-Building 'M'
Miramar, FL 33027
Manager: **Gary Bannister**

Additional locations of the CITY may be added to this Contract but only by a written amendment executed and agreed to by both the CITY and NAPA. Notwithstanding the foregoing language, CITY agrees to, and hereby grants, NAPA the right of first refusal on any and all new or additional locations of CITY that are to be serviced by an On Site Store or similar supply entity.

4. **TERM:** The term of this Contract shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years from the date of execution of this Contract by the City, unless terminated by the City as herein set forth. The City and NAPA by mutual Contract will have the option of extending this Contract for three (3) additional one (1) year period(s) as may be specified in accordance with the paragraph entitled OPTION TO RENEW THE PERIOD OF PERFORMANCE.
5. **OPTION TO RENEW THE PERIOD OF PERFORMANCE.** The prices agreed to as a result of this Contract shall prevail for a two (2) year period from the effective date of this Contract, at which time the City shall have the option to renew for three (3) additional one (1) year periods. Continuation of this Contract beyond the initial two (2) year period is a prerogative of the City, and not a right of the NAPA. Should the City exercise its option to renew, it shall be only for the Services (as defined within) agreed to in this Contract. Either party shall notify the other party in writing of its intent not to renew the Contract at least sixty (60) days prior to the expiration of the initial term or any renewal term hereunder. Notwithstanding the foregoing, either party may

terminate this Contract at any time for convenience by giving the other party sixty (60) days prior written notice of such termination.

6. SCOPE OF SERVICES:

- A.** NAPA agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the special terms and conditions set forth in Exhibit "A" hereto, which includes the original Solicitation and NAPA's Bid/Proposal/Qualifications submission, and which by this reference is incorporated into and made a part of this Contract.
- B.** NAPA represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit "A".
- C. DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Contract and the parts operation will provide the following services:
- i. Provide a complete In-House parts operation within the confines of the City of Miramar Fleet Maintenance Facility. This operation will include NAPA-owned inventory based primarily on the history file of the City of Miramar's existing stock and vehicles in fleet; however, it shall be modified where more coverage and less depth can be maintained.
 - ii. NAPA will provide the personnel and management to operate the On-Site Store. Each On-Site Store shall be staffed by one NAPA representative and the hours of operation shall be from 8:00 a.m. to 5:00 pm. Monday through Friday.
 - iii. Holidays - NAPA shall observe holidays in accordance with the City's holiday schedule. NAPA shall provide the City with its holiday schedule before commencing work under this Contract. NAPA may not close the On-Site Store for any holidays which do not conform to the City's designated holiday schedule. Emergency service shall be available on all holidays.

The City's holiday schedule currently includes:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day

4th of July
½ day Christmas Eve
½ day New Year's Eve

Day after Thanksgiving
Christmas Day

- iv. In those circumstances when delivery is required by CITY, NAPA will provide parts to CITY's location(s) on a daily route basis. In addition, NAPA will accelerate delivery on those items CITY requires to be delivered on an expedited basis. Any extra costs associated with expedited delivery shall be borne by the City. NAPA will make all reasonable efforts to ensure prompt delivery to the CITY's location(s) requesting part(s).
- v. Provide back-up emergency service during non-working hour contingencies and emergency events (i.e. hurricanes, other natural disasters, etc.). NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service and emergency events requests. NAPA shall provide emergency service at no additional cost to the City.
- vi. Manage a balanced inventory tailored to City of Miramar maintenance needs and serviceable fleet.
- vii. Provide access to an inventory of automotive and heavy-duty replacement parts, paint, supplies and equipment. This access shall be provided through daily stock orders to the City of Miramar On-Site Store from NAPA's Miami Distribution Center to replenish the inventory on a regular basis.
- viii. Provide Tires and bulk lubricants (at State Contract Pricing plus 10% gross profit rate).
- ix. Provide all limited warranties available from the manufacturer.
- x. Provide the necessary equipment for the following:
 - 1. Hydraulic hose making equipment (Weatherhead).
 - 2. Paint mixing equipment to custom mix any color.
 - 3. Training (both classroom and hands-on) through our manufacturers' representatives and factory training instructors, including 95 DVD training CD's, manufacturer clinics and toll-free tech service numbers. NAPA shall provide the City with access to trained national, regional, and local factory representatives who can offer personal service and assistance as needed.
- xi. Provide all computers, software, printers, furniture and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to the On

Site Store. The computer system shall include the following capabilities and provide the following reports:

- a. Invoicing
 - b. Cataloging
 - c. Master Interchange
 - d. Inventory Control
 - e. Custom Pricing
 - f. Inventory stocking information
 - g. Inventory on order information
 - h. Inventory on backorder information
 - i. Lost sales report and analysis
 - j. Automatic Inventory min/max review
 - k. Inventory cost
 - l. Ability to check inventory levels and order from any of NAPA's Distribution Centers.
 - m. Daily and monthly financial and inventory usage reports upon request by authorized City of Miramar representative.
 - n. Properly invoice all parts at the time of sale.
 - o. A detailed statement at the end of the month showing all invoice numbers and amounts purchased.
 - p. All statements and invoices shall provide plain English descriptions of the part(s) or service(s) provided and shall reference a City work order number.
- xii. Enter any information into the City of Miramar owned computer at the time of sale as required by the City, including complete repair order information.
 - xiii. Provide trained, knowledgeable and service oriented personnel.
 - xiv. NAPA agrees to provide stock and non-stock OEM parts, supplies and equipment or NAPA aftermarket items in equal or higher quality, as set forth in RFP No. 08-08-01. Under certain circumstances, generally in the area of public safety and emergency response vehicles, the City may require replacement parts to be OEM only or an equivalent approved directly by the Public Works Director or assigned designee. NAPA agrees to allow the City to inspect the quality of materials, supplies and equipment proposed to be furnished and the City reserves the right to reject any items(s) that do not meet OEM specifications. NAPA shall notify the City of Miramar Transportation Manager of any item(s) not able to be obtained in an acceptable time frame. NAPA shall not be held liable for any item it is unable to

obtain or be liable for items obtained from another vendor by the City of Miramar that fail to perform satisfactorily.

- xv. NAPA agrees to custom stock, both in part number spread, and depth, an inventory to fit requirements of City of Miramar, Public Works Department, Transportation Division (NAPA & non-NAPA inventory). For parts stocked in the stockroom, response time shall be a matter of minutes. NAPA shall provide 60% of the parts requirements on demand after the first 30 days, 75% on-demand after 90 days, and 85% after 120 days from opening the On-Site Store and operation. If NAPA cannot provide the item within the time frame needed, the City may procure the item from another source.
- xvi. NAPA shall provide, at its sole expense, a new shelving system for the entire usable space and these shelving systems must be in place within seven (7) days of the beginning of this contract term. The cost for the shelving shall be billed monthly over a five (5) year period, at a 0% interest rate, and shall become City property at the end of payment to NAPA. If the contract terminates prior to the five year term, NAPA shall bill the City for the remaining payments for the shelving systems.
- xvii. The Cost for the shelving shall be subject to the City's approval.
- xviii. NAPA shall enter all parts or service purchased and sold to the CITY into the CITY's Fleet Management System on the day when the parts or service is rendered.
- xix. NAPA shall purchase the City's entire parts inventory for a mutually agreed upon value obtained through a mutual two part inventory check.
- xx. All personnel additions or reductions shall be subject to the approval of the City, which shall not be unreasonably withheld. All NAPA personnel shall be subject to an FBI background check paid for by NAPA under the direction of the City of Miramar Human Resources Department. All personnel shall be subject to identification checks and shall comply with security policies or procedures that apply to City of Miramar employees on City property.
- xxi. Waste - NAPA shall be responsible for properly and lawfully storing and disposing of all waste generated by NAPA in the performance of its obligations under this Contract. NAPA will use best efforts and practices for disposal of all waste in accordance with all applicable Federal, State and City laws and regulations.
 - 1. Training - NAPA shall provide training and management to each of its employees who work with

any hazardous or toxic materials, including training on the safe use and handling of said materials and proper storage, treatment and disposal of the materials.

2. Disposal Costs – All handling, hauling and disposal cost for any waste not properly segregated, where improper handling by NAPA, at no cost to the city, causes waste to be unacceptable at the incinerators, landfill or usual recycling program shall be paid by NAPA.

b. **DUTIES AND RESPONSIBILITIES OF CITY.** CITY shall have the following duties and responsibilities during the term of this Contract:

- i. CITY shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the NAPA owned Inventory. CITY shall provide access to restroom facilities for NAPA employees. Further, CITY shall furnish, at its sole expense, all utilities, except DSL, fax, telephone and janitorial, for the On Site Store(s) including: water, sanitation, sewer, lights, heat, and electricity.
- ii. CITY shall use NAPA as its Primary Supplier of the Inventory under this Contract. CITY reserves the right to purchase any item outside this Contract where it is determined to be more economical or timely, so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CITY's Primary Supplier.
- iii. The On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CITY. There shall be no intermingling of CITY's parts or other inventory with NAPA's parts or inventory unless previously agreed, and such parts shall be stored at no cost to the CITY.
- iv. Access to the secured On Site Store(s) shall be restricted to NAPA employees, and authorized NAPA representatives only. CITY'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative, which entry shall not be unreasonably withheld.
- v. City after-hours emergency access arrangements shall be granted with written or verbal request from City's Public Works Director and verbal or written authorization by NAPA's On-site Manager or District Area Manager. Names and telephones numbers of NAPA personnel shall be provided for such access.

- vi. CITY shall, at all times during the term of this Contract, at CITY'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s). Notwithstanding the foregoing, City shall not be responsible for repair costs incurred as a result of damage to the On Site Store by NAPA.

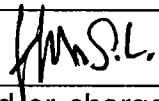
7. **PAYMENT TERMS/PRICING.**

- a. NAPA shall submit monthly invoices for the services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed thirty (30) calendar days from the date of acceptance of the deliverables and services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the deliverables and/or services, unless otherwise agreed to. All invoices shall reference the appropriate contract number, the address to where the deliverables were delivered or the services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the deliverables and/or services were delivered and accepted. Payment by the City shall be made within thirty (30) days after receipt of NAPA's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed.
- b. NAPA shall invoice the CITY on the 6th day of the month for all Inventory purchased during the prior month, pursuant to this Contract on a monthly basis according to the pricing plan below. CITY agrees to pay the entire amount of all statements received from NAPA by the 2nd day of the next month following receipt of any such statement unless some portion of the amount is in dispute. The CITY and NAPA agree to attempt to have the disputed amount resolved by the 20th date of the month or before the next scheduled invoice/statement.
- c. The overall goal of CITY's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:
 - i. **Product Costs.** The pricing of the Inventory to be supplied to CITY by NAPA pursuant to this Contract. 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 CITY by NAPA pursuant to this Contract. First In, First Out (FIFO) costs shall be used to reflect the acquisition cost.

- ii. **Operational Costs.** Any and all costs and expenses associated with the operation of the On-Site Store shall be reimbursed to NAPA, on a monthly basis, by the City. Any changes in operational costs shall be mutually agreed and accepted in writing by the City. 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 CITY at NAPA's Actual Acquisition Cost plus 10% gross profit rate.
Non-NAPA Product Costs	Billed to CITY at a 10% gross profit rate based on NAPA's Actual Acquisition Cost plus Handling Cost.
Operational Costs	Paid entirely by City. <i>Reimbursed</i> 
Net Profit Target	Amounts will be refunded or charged based on failure to achieve an overall 10% net profit for the previous month.

NAPA Product Costs shall be billed to CITY by NAPA to yield a gross profit of ten (10%).

Sales at the On Site Store location shall be reviewed after the first ninety (90) days of operation and on a month to month basis thereafter to ensure no more than a ten percent (10%) profit for NAPA. If monthly sales at the On Site Store are producing more than a ten percent (10%) net profit for NAPA, NAPA shall pay to CITY, via a refund check, the overage. Conversely, if NAPA's documented net profit for the preceding month is less than ten percent (10%), NAPA shall bill the CITY for the deficiency.

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 CITY will be billed an additional charge for any such purchases so as to yield NAPA a five percent (5%) gross profit on such purchases. NAPA billing will be separate for these items.

8. OWNERSHIP OF DOCUMENTS: NAPA understands and agrees that any information, document, report or any other material whatsoever that is given by the City to NAPA or which is otherwise obtained or prepared by NAPA pursuant to or under the terms of this Contract is and shall at all times remain the property of the City. NAPA agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

9. AUDIT AND INSPECTION RIGHTS:

- a. The City may, at reasonable times, and for a period of up to five (5) years following the date of final performance of Services by the NAPA under this Contract, audit, or cause to be audited, those books and records of NAPA which are related to NAPA's performance under this Contract. NAPA agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Contract.
- b. The City may, at reasonable times, during the term hereof, inspect NAPA's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by NAPA under this Contract conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Upon the City's request, NAPA shall provide documentation evidencing, to the satisfaction of the City, NAPA's ability to comply with the terms of Section 9 of this Agreement, including, but not limited to, NAPA's policies and procedures for payment and sales documentation. All inspections shall be subject to, and made in accordance with, all applicable law.
- c. NAPA shall provide the City with quarterly reports, at the City's request, listing the top 20 parts used for the period and a cost comparison of these parts by NAPA, against three (3) other similar vendors. The report shall document product type, product description, part No., vendor acquired from, vendor contact information, the cost, etc.

10. AWARD OF CONTRACT: NAPA represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11. PUBLIC RECORDS: NAPA understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. NAPA's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Contract by the City.

12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

NAPA understands that Contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, among other similar laws. The City and NAPA agree to comply with and observe all such applicable laws, codes and ordinances as they may be amended from time to time.

13. **CERTIFICATE OF COMPETENCY:** NAPA shall, at the time of executing this Contract, hold a valid certificate of competency for the services stated herein, if applicable, issued by the Federal, State, or County examining or licensing board qualifying said person, firm, corporation or joint venture to perform the work proposed. If a subcontractor(s) is employed, an applicable certificate of competency or license issued to the subcontractor(s) shall be submitted along with the NAPA's certificate prior to the starting of work; provided, however, that the City may, at its sole option and in its best interest, allow the NAPA to supply the certificate to the City during the first week of work.

14. **INDEMNIFICATION:** NAPA shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, errors, misconduct, omission, default or negligence (whether active or passive) of NAPA or its employees, agents or subcontractors (collectively referred to as "NAPA"), or (ii) the failure of NAPA to comply with any of the paragraphs herein or the failure of NAPA to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. NAPA expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of

NAPA, or any of its subcontractors, as provided above, for which the NAPA's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. NAPA acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Exhibit 'A'.

NAPA shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary rights relating to services furnished pursuant to this Contract. NAPA will defend and/or settle at its own expense any action brought against the City to the extent that it is based on a claim that products or services furnished to City by NAPA pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

15. DEFAULT:

- a. An event of default shall mean a breach of this Contract by NAPA. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
 - i. NAPA has not performed services on a timely basis;
 - ii. NAPA has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
 - iii. NAPA has failed to obtain the approval of the City where required by this Contract;
 - iv. NAPA has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Contract;
 - v. NAPA has failed to make prompt payment to subcontractors or suppliers for any services;
 - vi. NAPA has become insolvent or has assigned the proceeds received for the benefit of NAPA's creditors, or NAPA has taken advantage of any insolvency statute or debtor/creditor law or if NAPA's affairs have been put in the hands of a receiver; or
 - vii. NAPA has failed in the honoring of any warranties.
- b. In the event NAPA fails to comply with the provisions of this Contract, the City may declare NAPA in default by notifying NAPA in writing, and giving NAPA fifteen (15) calendar days to cure the default. If NAPA fails to cure the default within the cure period,

compensation will only be for any completed services. In the event payment has been made for such services not completed, NAPA shall return these sums to the City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the City's right to terminate, at any time, pursuant to Section 16, and its right for damages under Section C below.

- c. The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

16. TERMINATION:

- a. **TERMINATION - For Convenience** - This Contract may be terminated by either party for convenience upon sixty (60) calendar days written notice. In the event of such termination, NAPA shall be entitled to receive compensation for any work completed pursuant to this Contract to the satisfaction of City up through the date of termination. Under no circumstances shall City make payment for services that have not been performed.
- b. **TERMINATION - For Cause** - This Contract may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that NAPA is terminated by City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 16A and the provisions of Section 16A shall apply.
- c. NAPA shall turn over to City all work products (including but not limited to finished or unfinished documents, data, studies, surveys and reports prepared by NAPA) for which payment by NAPA has been requested, at the time of final payment by the City.

17. INSURANCE – PROFESSIONAL SERVICES CONTRACT:

- a. NAPA shall obtain all necessary insurance in such form and amount as required, under this Agreement including, but not limited to Workers' Compensation Insurance, Unemployment Insurance, Contractor's Liability Insurance, Premises-Operations insurance, and all other insurance required by law. NAPA and its

subcontractors shall maintain such insurance in full force and effect during the life of this Agreement.

- b. NAPA shall indemnify and hold the City harmless from any damage resulting from the failure of either NAPA or any subcontractor to take out or maintain such insurance.
- c. The following are required types and minimum limits of insurance coverage, which NAPA agrees to maintain during the Term of this contract.

<u>GENERAL LIABILITY</u>	<u>PER OCCURRENCE</u>	<u>AGGREGATE</u>
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Products/Completed Operations		
Broad Form Property Damage		
Independent Contractors		
Cross Liability and Severability of Interest Clause		

<u>AUTOMOBILE LIABILITY</u>	<u>PER PERSON</u>	<u>PER OCCURRENCE</u>
Comprehensive	\$500,000	\$1,000,000
Owned		
Hired		
Non-Owned		

WORKERS' COMPENSATION

Statutory Amount

- d. NAPA shall furnish the City, prior to the start of any operations under this Contract, with Certificates of Insurance and endorsement from an insurance company qualified to do business in the State of Florida reflecting the required coverages. The City of Miramar, Manager, Risk Management Division located at 2300 Civic Center Place, Miramar, Florida 33025 shall approve such certificates, which approval may be withheld in the City's discretion.
- e. **ALL INSURANCE COMPANIES PROVIDED SHALL:**
 - i. Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida.
 - ii. All policies shall be Occurrence not Claims Made forms.
- f. NAPA's liability insurance policies shall be endorsed to add the City of Miramar as an Additional Insured. NAPA's liability insurance shall be primary to any liability insurance policies carried by the

City. NAPA shall be responsible for all deductibles and self-insured retention's on its liability insurance policies.

- g. All of NAPA's policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled materially changed or renewal refused until at least 90 calendar days written notice has been given to the City by certified mail.
- h. Lack of notice or cancellation of the policy will be deemed a breach of the Contract by NAPA, and NAPA will receive written notice of such breach by the City and shall have thirty (30) days to cure the breach.

18. **PERSONNEL.** NAPA and CITY shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CITY for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CITY's request by mutual agreement. If NAPA and the CITY fail to mutually resolve a personnel issue, NAPA will decide the issue in its sole discretion. All NAPA personnel shall be subject to an FBI background screen paid for by NAPA under the directions of City of Miramar Human Resources Department. All NAPA personnel shall be subject to identification checks and shall comply with the security policies or procedures that apply to City of Miramar employees on City property.

19. **WARRANTY DISCLAIMER.** All automotive parts supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the CITY in processing all warranty claims that the CITY may have against any manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CITY in connection with any claims concerning the parts supplied to CITY pursuant to this Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CITY upon request.

20. **NONDISCRIMINATION:** NAPA represents and warrants to the City that NAPA does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with NAPA's performance under this Contract on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. NAPA further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be

lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Contract.

21. **BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of the contract, NAPA shall have the option to require CITY to purchase all non-NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's acquisition cost. City shall have the option to purchase all NAPA branded inventory located in the On Site Store at NAPA's acquisition cost.

22. **CONFIDENTIALITY.** CITY and NAPA may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

- a. All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party, except as otherwise required by law.
- b. Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Contract and further acknowledges that it will not utilize any information provided by the other party for any other purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.
- c. Within three (3) business days of the termination of this Contract all confidential or proprietary information relating to the other party's products, pricing, business affairs or practices shall be returned to such other party.
- d. All confidentiality obligations hereunder shall continue in full force and effect during the term of this Contract, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of ten (10) years.
- e. Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 22 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to equitable relief, including injunction or specific performance, without proof of actual damages.

23. **QUIET ENJOYMENT.** CITY represents and warrants to NAPA that so long as NAPA performs all the obligations of NAPA under this Contract, NAPA shall have quiet and peaceful possession of the On Site Store(s)

during the entire term of this Contract and CITY shall defend NAPA's right to possession against the claims of all parties.

24. **ASSIGNMENT:** This Contract shall not be assigned by NAPA, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

25. **NOTICES:** All notices or other communications required under this Contract shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO NAPA:

NAPA Auto Parts
ATTN.: **Santy Lopez**
9250 NW 58th Street
Miami, FL 33178

TO THE CITY OF MIRAMAR

City of Miramar
ATTN.: **City Manager**
2300 Civic Center Place
Miramar, FL 33025
(954) 602-3313
Fax: (954) 602-3588

WITH A COPY TO:

Jamie Alan Cole, Esquire
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
200 East Broward Blvd,
Suite 1900
Ft. Lauderdale, FL 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

26. **BINDING AUTHORITY; SUCCESSORS AND ASSIGNS:** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract. This Contract shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

27. **FORCE MAJEURE / DAMAGE OF PREMISES.**

- a. Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of

God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Contract shall be suspended for the duration of such prevention and for a reasonable time thereafter.

- b. NAPA may terminate this Contract immediately in the event that the CITY's premises are substantially damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CITY's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

28. **AMENDMENTS.** No amendment to this Contract shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Contract is executed.
29. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
30. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Contract are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.
31. **INDEPENDENT CONTRACTOR.** NAPA has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, NAPA shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees. NAPA further understands that Florida Workers' Compensation benefits available to employees of the City are not available to NAPA, and agrees to provide workers' compensation insurance for any employee or agent of NAPA rendering services to the City under this Contract.
32. **CHOICE OF LAW.** This Contract shall be construed and interpreted under the laws of the State of Florida. Venue for any action arising out of this Contract shall be in Broward County, Florida.
33. **COUNTERPARTS.** This Contract may be executed in four or more counterparts and each counterpart shall, for all purposes, be deemed an

original, but all such counterparts shall together constitute but one and the same instrument.

34. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.
35. **SEVERABILITY.** In the event any part of this Contract shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Contract, and the remaining terms shall continue in full force and effect.
36. **REAFFIRMATION OF REPRESENTATIONS:** NAPA hereby reaffirms all of the representations contained in the Solicitation Documents.
37. **COSTS AND ATTORNEY'S FEES:** If either City or NAPA is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.
38. **CONFLICT:** In the event of a conflict between the terms of this Contract and any terms or conditions contained in any attached documents, the terms in this Contract shall prevail.
39. **ENTIRE CONTRACT.** This instrument and its attachments constitute the sole and entire Contract of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior Contracts, promises, negotiations, or representations not expressly set forth in this Contract, are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

[Signatures Appear on Next Page]

WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

ATTEST:

THE CITY OF MIRAMAR

Yvette M. McLeary
Yvette M. McLeary, City Clerk

Robert Payton
By: Robert Payton, City Manager

Date: 1-13-10

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY THE
CITY OF MIRAMAR ONLY:

[Signature] DRC
City Attorney ACS
Weiss, Serota Helfman Pastoriza
Cole & Boniske, P.L.,

"NAPA"
GENUINE PARTS COMPANY/NAPA
AUTO PARTS

WITNESSES:

By: [Signature]

By: [Signature]

Print Name: SCOTT C. SMITH

Print Name: Dan Askey
Title: Senior Vice President
Address:
2999 Circle 75 Parkway.
Atlanta, GA 30339

By: [Signature]

Print Name: JENNIFER ELIS

Date: 12.22.09

(CORPORATE SEAL)

EXHIBIT “A”
RFP DOCUMENTS

SECTION 3 SPECIFICATIONS

3-1

STATEMENT OF WORK:

To provide parts (that may include grease, oil and tires), meeting the City's specifications, necessary to repair and operate the City's fleet of vehicles and equipment in accordance with the solicitation. The Successful Proposer shall provide control of all parts inventories including, but not limited to, batteries and tires.

3-2

DUTIES AND RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER:

- A. Successful Proposer will operate the On-site Inventory Control Room and provide equipment and inventories to service the vehicle parts needs of the City's existing location. Successful Proposer shall provide all personnel required to operate the On-site Inventory Control Room.
- B. The Successful Proposer agrees to custom stock, both in parts number, quality, as well as in-depth inventory to fit the requirement of the City needs.
- C. The Successful Proposer will provide 95% of the parts requirement on-demand. If Successful Proposer cannot provide the item defined as on-demand, the Successful Proposer will procure the necessary item or part from another source and have off-the-shelf item or part delivered within four (4) hours or by start of the next business day.
- D. The Successful Proposer shall detail to the City and provide as part of its proposal the start date or firm completion date of the implementation phase of the contract. The Implementation Phase is defined as that period of time from contract award until the Successful Proposer has assumed full and complete responsibility of parts service in accordance with the contract and is ready to enter into the Full-Service Phase.
- E. A detailed Implementation Plan of the actions to be taken and the resources employed by the Successful Proposer to accomplish a successful transition of services under any agreement negotiated pursuant to this RFP solicitation. The Implementation Plan shall describe in detail the following:
 - a. Number of days from contract award to full implementation
 - b. Continuity of Service
 - c. Physical Inventory Count and Rationalization
 - d. Timeline and description of events
 - e. Security measures during transition
 - f. Description of resources to be applied by Successful Proposer
- F. In those circumstances when delivery of parts is required by the City, the Successful Proposer will provide parts to the City on a daily basis. The Successful Proposer shall also deliver those items and/or parts determined by

- P. Should the City desire, the Successful Proposer shall purchase the City's entire current stock of useable parts, at a price mutually agreed to by the City and the Successful Proposer.

3-3

GENERAL VENDOR INFORMATION

The Successful Proposer selected by the City shall provide all automotive parts and supplies necessary, to run an efficient and effective, exclusive on-site Turnkey parts operation that covers all regular hours of operation worked by the Fleet Maintenance Facility, as well as peak demand and emergency operations. Current hours of operation of the Fleet Maintenance Facility are Monday to Friday 7:00 a.m. to 5:30 p.m. and Saturday 7:00 a.m. to 5:30 p.m. The Successful Proposer shall provide a detailed proposed staffing plan to meet the City's current hours of operating with the proposed staff working no overtime hours.

The City reserves the right to change operating hours for the efficiency of the operation.

The City currently maintains an inventory of parts and supplies in its Inventory Control Room. At the City's discretion, the Successful Proposer shall purchase the City's existing inventory at the inception of any agreement resulting from this RFP.

The Successful Proposer shall operate or conduct business within the designated Inventory Control Room only during the City's regular hours of operation, unless specific provisions for off-hours entry has been approved in advance.

For expanded hours of operation and other minor emergencies, the Successful Proposer and the City shall establish, execute and maintain a Departmental Standard Operating Procedure to access and remove parts, tires and/or any supplies from the Inventory Control Room.

The Successful Proposer shall be responsible for all costs associated with providing and maintaining inventory levels, pickup/delivery, and personnel to operate the Inventory Control Room. The Successful Proposer shall define the accounting methodology being used to recover these costs.

3-4

GENERAL PARTS INFORMATION AND STATEMENT OF NEEDS

The Successful Proposer shall provide stock and non-stock OEM parts and supplies or aftermarket items of equal or higher quality. Under certain circumstances, generally in the area of public safety and emergency response vehicles, the City may

The Proposer shall develop and submit a proposed Implementation Plan that outlines the process to be followed, time frames required, and any measurable milestones in the plan for ensuring continuity of service during the transition period.

2. Physical Inventory Count and Rationalization:

The Proposer shall outline its detailed approach for conducting the physical inventory count and rationalization, including time frame required and any level of involvement that may be deemed necessary on the part of City employees.

3. Timeline and Description of Events:

The Proposer shall outline a firm completion date of the implementation phase of the contract.

4. Security Measures during Transition:

The Proposer shall outline a plan to ensure the integrity of the inventory during the transition period from City to Contractor operation.

3-5

SUCCESSFUL BIDDER REQUIREMENTS

The Successful Proposer shall have access to and control over the Inventory Control Room. The Successful Proposer shall maintain sufficient inventory and channels of supply to furnish 95% of the City's parts requirements on demand, or within one (1) hour of request. If Successful Proposer cannot provide the item defined as on-demand, the Successful Proposer will procure the necessary item or part from another source and have off-the-shelf item or part delivered within four (4) hours or by start of the next business day. The Successful Proposer shall evaluate the usage history of vehicle parts and thereafter on a periodic basis identify those that should be removed from stock, added to stock, and to determine the stocking and ordering quantities of those that should remain in stock. The Successful Proposer shall adhere to the stock reorder plan detailed in the submitted proposal.

The Successful Proposer shall, upon request, deliver the part requested to the job site, where the part is needed. For these instances, the City will allow up to two (2) hours to deliver the part to the job site. If the Successful Proposer cannot provide the part requested within the timeframe required, the Superintendent, Supervisor or assigned designee shall be notified immediately for a determination as to whether to buy the part(s) elsewhere. If the purchase is made elsewhere, the Successful Proposer will credit any cost difference between the cost the Successful Proposer would have charged to the City and the cost actually paid by the City. The City shall not pay for any shipping, delivery, packaging or handling of parts expedited in order to meet the 95% on-demand requirement.

AUDITING RESPONSIBILITY: The City reserves the right, at any time, or 18 months after the initial award of the contract, to audit the Successful Proposer's operation as it directly relates to cost and revenues for determination of extension of the original contract and benefits to the City.

AVAILABILITY OF PARTS: The Successful Proposer shall stock all parts necessary to satisfy the 95% on-demand ratio.

The City reserves the right to inspect the quality of materials, parts and supplies proposed to be furnished and to reject any item(s) deemed not to meet the City's equipment standards and performance. All such items provided by the Successful Proposer to the City shall remain the property of the Successful Proposer until the City takes possession.

PURCHASING THROUGH STATE CONTRACTS: The City may elect to allow the Successful Proposer to purchase on behalf of the City through state contracts and cooperative agreements available to government agencies where pricing may be more advantageous.

SUCCESSFUL PROPOSER'S PERSONNEL REQUIREMENTS: The Successful Proposer shall provide all personnel and labor to operate the Inventory Control Room, and additionally during vacations, sick leave, and other unanticipated absences, as well as provide the City with a plan of action for service during periods of declared emergencies. The Successful Proposer shall detail to the City in its proposal, a plan for provision of service for declared emergencies as designated by the City. The City will notify the Successful Proposer when a requirement exists and the nature and anticipated duration of the response needed from the Successful Proposer. The Successful Proposer shall be on site to provide service with an appropriate complement of personnel within one hour of notification that such services are required. Successful Proposer coverage shall be on a 24-hour basis until the emergency has cleared or as otherwise directed by the City.

The Successful Proposer's staff must be sufficiently trained, knowledgeable and service-oriented to efficiently operate the total parts functions of the Inventory Control Room.

The Successful Proposer as well as its operation personnel shall abide by the City's security rules and regulations, as well as safety standards, including the use of personal protective equipment. All personnel of the Successful Proposer occupying the Inventory Control Room shall wear at all times, a City identification card identifying and authorizing such individuals to have access to the City's Fleet Maintenance Facility, located at the Wastewater Reclamation Facility. The Successful Proposer shall also bear the responsibility for security of the Inventory Control Room, at all times, during working and non-working hours, and the City shall at all times, have access to the facility in the event of an emergency.

room for security and emergency situations. The keys will be under exclusive control of the Fleet Superintendent or assigned designee.

Facility and inventory inspections by City and Successful Proposer personnel shall be an element in the negotiations and transitions of any contract resulting from this RFP. The Successful Proposer shall schedule with the City a joint parts room inspection of the Inventory Control Room and other assets. The Successful Proposer shall then prepare and submit to the City a Condition Report describing all observed pre-existing conditions pertaining to the inventory control room noted during the joint inspection no later than five days after the joint inspection.

The cost of renovations and/or modifications to the City's existing Inventory Control Room will be reviewed on a case-by-case basis. The Successful Proposer may utilize any existing shelving currently in place in the Inventory Control Room and shall bear the cost and responsibility for supplying and installing any additional shelving it deems necessary.

The Successful Proposer shall be responsible for any major alterations or modifications to the physical space as it may determine to be needed. The City shall not be responsible for any alteration costs unless specifically agreed to in writing. Any and all alterations shall be approved by the City prior to the beginning of work.

Any modifications to the building will be subject to all applicable building codes, permits, etc., and the costs for such shall be borne by the Successful Proposer.

All fixed improvements made to the facility shall belong to the City, regardless of the source of funding for said improvement, and at the conclusion of the contract shall remain the property of the City of Miramar. The City shall also have the option to request of the Successful Proposer to return the Inventory Control Room to its original condition upon termination of the contract.

The Successful Proposer shall not use the facility or other property furnished by the City for provision of parts to vehicles not owned or leased by the City. The City's Inventory Control Room shall be used solely to conduct an automotive parts and supplies business for the benefit of the City of Miramar. The Successful Proposer shall not use City property for any personal advantage, business gain, or other personal endeavor by the Successful Proposer or the Successful Proposer's employees other than in the performance of the work described in any agreement resulting from this RFP solicitation. Any other use of the facility not directly involved in serving the official needs of the City is strictly prohibited.

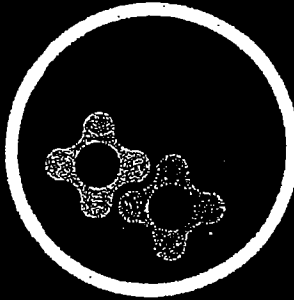
The City shall have access and right to enter the Inventory Control Room at all times to perform maintenance while the facility is occupied by the Successful Proposer's assigned employee or representative.

Genuine Parts Company

NAPA Miami

**RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts**

City of Miramar



**Integrated
Business Solutions**

RFP Number: 08-08-01

Turnkey On-Site On-Demand Vehicle and Equipment Parts

Opening Date: August 12, 2008

2:00 PM

Prepared by

Genuine Parts Company/NAPA Auto Parts

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts
City of Miramar

LETTER OF INTRODUCTION

Genuine Parts Company, founded in 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial replacement parts, and office products. The Company serves numerous cities from more than 1250 operations, has approximately 31,000 employees and is a member of the National Automotive Parts Association ("NAPA").

The Automotive Parts Group, the largest division of Genuine Parts Company, distributes automotive replacement parts and accessory items. In addition to the over 389,000 part numbers that are available, the NAPA system offers the most complete inventory, accounting, cataloging, marketing, training and other programs in the automotive aftermarket. This Group operates 58 distribution centers and serves approximately 5,800 NAPA Auto Parts stores throughout the United States. This Group also has 5 plants, which rebuild automotive parts.

Federal Identification Number – 58-024510

Executive Offices:

Genuine Parts Company
2999 Circle 75 Parkway
Atlanta, Georgia 30339
(770)953-1700

Regional Office:

Genuine Parts Company
Rocky Justice, Division Vice President
5420 Peachtree Ind. Blvd.
Norcross, GA 30071
(770) 613-2501
(770) 446-9445 Fax

Distribution Center:

NAPA Miami
Chip Lawing, General Manager
Santy Lopez, District Manager
9250 N.W. 58th Street
Miami, FL 33178-1612
305-599-0202
305-597-9328 Fax

Signed: _____

Chip Lawing
General Manager
NAPA Miami

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts
City of Miramar

- Lost sales reports and analysis
- Automatic inventory min/max review
- Inventory cost
- Ability to check inventory levels and order from any of NAPA' Distribution Centers in the Southern Division with approximately \$200 million in inventory.
- All daily and monthly reports generated by our TAMS computer upon request by authorized City Management.
- Properly invoice all parts at the time of sale.
- A detailed statement at the end of the month showing all invoice numbers and amounts purchased.
- Enter any information into the City of Miramar owned computer at the time of sale as required by City of Miramar Management including complete repair order information.

The personnel, including management, that are trained, knowledgeable, and service oriented.

Through contractual agreement, Customers have chosen to take advantage of the Integrated Business Solutions program offered by NAPA.

- Provide an efficient and reliable source for all parts needs.
- Eliminate the current inventory investment.
- Provide experienced staffing
- Maintain inventory control for on demand rates
- Generally provide services that enable the Customer to operate the repair facility more efficiently, resulting in savings of funds through cost avoidance.

Genuine Parts Company has the most experience operating Integrated Supply operations with our first location beginning in 1991. We now have over 250 On-Site locations across the United States. Our customers consist of City/City of Miramar facilities, Car Dealers, Large Truck Fleets, Manufactures, and many others.

Genuine Parts Company

NAPA Miami

**RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts**

City of Miramar

9250 N.W. 58th Street
Miami, FL 33178-1612
305-599-0202
305-597-9328 Fax

I) Genuine Parts Company is very involved in community activity both financially and volunteers. These activities include a national United Way Campaign, American Cancer Society, Children's Healthcare of Atlanta, Boys and Girls Clubs of America and many more.

II) Genuine Parts Company has implemented a Green Awareness Program, which includes posters and newsletters for all GPC locations. GPC is encouraging all locations to implement a recycling program, where possible and to encourage employees to be more environmentally friendly at home. GPC is in the process of a lighting retrofit project, by installing new energy-efficient T-8 lighting and electronic ballasts, and compact fluorescent light bulbs. GPC is also installing occupancy sensors in the restrooms, conference rooms, and storage/file rooms. These sensors will turn the new efficient lighting on when someone enters and off when no movement is detected after a set period of time.

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts
City of Miramar

- Inventory stocking information
- Inventory on order information
- Inventory on backorder information
- Lost sales reports and analysis
- Automatic inventory min/max review
- Inventory cost
- Ability to check inventory levels and order from any of NAPA' Distribution Centers.
- All daily and monthly reports generated by our TAMS computer upon request by authorized City of Miramar Management.
- Properly invoice all parts at the time of sale.
- A detailed statement at the end of the month showing all invoice numbers and amounts purchased.
- Enter any information into the City of Miramar owned computer at the time of sale as required by City of Miramar Management including complete repair order information.
- The personnel, including management, that are trained, knowledgeable, and service oriented.

B) NAPA agrees to provide stock and non-stock O.E. equipment parts, supplies and equipment or NAPA aftermarket items in equal or higher quality, as set forth in RFP. NAPA agrees to allow City of Miramar to inspect the quality of materials, supplies and equipment proposed to be furnished and the City of Miramar reserves the right to reject any item(s) that do not meet O.E. specifications. NAPA will notify the City of Miramar fleet manager of any item(s) not able to obtain in an acceptable time frame. NAPA will not be held liable for any item it is unable to obtain, or be liable for items obtained by the City of Miramar that fail to perform satisfactorily.

C) NAPA agrees to custom stock, both in part number spread, as well as depth, an inventory to fit requirements of City of Miramar Fleet Division (NAPA & non-NAPA inventory). For parts stocked in the stockrooms, response time would only be a matter of minutes. NAPA will provide 60% of the parts requirements on demand after the first 30 days, 75% on-demand after 90 days, and 85% after 120 days from opening on-site operation. If NAPA cannot provide the item within the time frame needed, City of Miramar Fleet Division can procure this item from another source. On demand is defined as merchandise issued to the City by NAPA upon receipt of the request for merchandise from the City. Merchandise is defined as parts or goods. NAPA brand is defined as any parts, goods, tools, etc. that is carried and cataloged for sales by NAPA.

D) **Start-Up Phase and Operational Phase as outlined below:**

Genuine Parts Company

NAPA Miami

**RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts**

City of Miramar

Genuine Parts Company
NAPA Miami
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City of Miramar

SYSTEMS TIMELINE

Customer	S1	S2	S3	S4	S5	S6	S7	S8	S9
Timeline 30 Day Plan									
IBS Manager		1 - 10 Day(s)		11 - 20 Days					
District Mgr.		Customer Pricing Profile		Assign Line & Group Code	Customer Account Numbers	Customer Delivery Locations			
A&DP Mgr.				Assign Line & Group Code				Prolink Setup	Route P&L
TAMS Mgr.	Install TAMS System	Customer Pricing Profile	JOEI Set up: NAPA DC & Onsite Locations	Assign Line & Group Code	Customer Account Numbers			Prolink Setup	
Onsite Mgr.				Assign Line & Group Code		Customer Delivery Locations	UPS & FedEx Schedule		

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment Parts
City of Miramar

VENDOR MANAGEMENT TIMELINE

Customer	VM1 Vendor Meeting - review Scope of Service	VM2 Vendor Notification Letter	VM3	VM4	VM5	VM6	VM7	VM8
Timeline 30 Day Plan	1 - 5 Day(s) Vendor Meeting - review Scope of Service	↓						
IBS Manager	↓	↓		6 - 20 Days Catalog & Ordering Procedures - Time Frame			21 - 28 Days	28 - 30 Days
Onsite Mgr.	↓	Vendor Notification Letter		Catalog & Ordering Procedures - Time Frame	Vendors Return Policy	Vendor Freight Policy		
District Mgr.			Credit applications and/or purchase card number		Vendors Return Policy	Vendor Freight Policy		
GPC Legal Dept.			Credit applications and/or purchase card number		Vendors Return Policy	Vendor Freight Policy	Legal form received from Vendors	
NAPA Customer IBS Coordinator								Vendor Contact for Service & Pricing Review

Genuine Parts Company

NAPA Miami

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Parts**

City of Miramar

Systems

Task	Person Responsible
S1 Install TAMS System	DC TAMS Coordinator
S2 Enter Customer Pricing Profile	IBS Manager, DC TAMS Coordinator
S3 Set up inventory stock quantities: Servicing NAPA DC, Hub and Spoke DC's, All On-Site Customer Locations	DC TAMS Coordinator
S4 Assign system wide line and group codes for Major Non-NAPA Vendors	IBS Manager, DC TAMS Coordinator
S5 Establish Customer accounts as needed	NAPA Accounting, IBS Manager, Customer Management
S6 Establish delivery address for Non On- Site Locations (form attached)	IBS Manager, On-Site Manager, Customer Management
S7 Establish UPS and/or FedEx pickup schedule	On-Site Manager
S8 Set up ACCESS phone number for Non On Site Location(s)	On-Site Manager, IBS Manager
S9 Route Monthly Profit and Loss Statement to specific Customer Management	District Manager

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts
City of Miramar

Vendor Management

Task	Person Responsible
VM1 Schedule meeting with Major Vendors, to include SBE vendors, to review scope of service required for On-Site Operation	IBS Manager, Customer Management
VM2 Send notification letter to all vendors from Customer as to change of operation	Customer, IBS Manager
VM3 Submit credit applications and tax status to Non-NAPA Vendors	District Manager
VM4 Establish time frame for receiving catalogs and ordering procedures from vendors	IBS Manager, On-Site Manager
VM5 Establish return policy for "New" and "Warranty" product to vendors	On-Site Manager, Local Manager
VM6 Receive "Freight Policy" from vendors	On-Site Manager, District Manager, Direct Ship Order Manager
VM7 Develop standardized legal form for product and employee indemnification signed with corporate seal attached from vendors	Genuine Parts Company Legal Department
VM8 Establish vendor contact person for service and pricing review	NAPA/Customer IBS Coordinator

Genuine Parts Company

NAPA Miami

**RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts**

City of Miramar

- Parts on Backorder Information
- Lost Sales Report & Analysis
- Automatic Stock Levels By Part
- Parts Cost

K) NAPA will use its own proprietary computer system to manage the NAPA parts room. The Total Automotive Management System (TAMS) is in use in over 6,000 NAPA Auto Parts stores and IBS operations. The TAMS system is designed and developed by Genuine Parts Company exclusively for the NAPA Auto Parts Store.

The TAMS system operates on a PC hardware platform provided by Dell. The system will use the industry standard Solaris Operating System developed by Sun Microsystems. The system will consist of at least 1 Solaris Server, 1 PC workstation and a minimum of 1 laser or dot matrix printer.

Since the TAMS hardware platform is PC based and subject to change, the exact hardware platform will be determined upon the opening of the IBS Operation.

The TAMS system provides a complete POS, NAPA Parts Catalog, Inventory Control & Replenishment and Reporting software solution to the NAPA employee. In addition, the TAMS system will be attached to the NAPA Wide-Area-Network providing the NAPA employee to access to the inventory in every GPC Owned NAPA Distribution Center as well as filtered internet connectivity to outside parts vendors.

The TAMS POS system will capture all inventory and sales transactions entered for the Salt Lake County IBS Operation. These transactions can be exported and provided to Salt Lake County upon request. If an export is not desired, you may choose to utilize one of many Inventory or Sales Reports from our POS system.

Exports can be performed in a CSV (comma separated) format. All reports are in a text format.

Integration

We have integrated our POS system with several fleet management systems to include FASTER Fleet Management System, Maximus M4 & M5, Dataco Media, and Fleet Anywhere.

Our current integration supports the following:

- Electronic Catalog Lookup
 - Keyword Search
 - Category/Subcategory Search

Genuine Parts Company

NAPA Miami

**RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts**

City of Miramar

account numbers for different departments or fleet description, i.e. account for the truck fleet, auto fleet, and equipment.

N) Provide a detailed statement at the end of the month, showing all invoice numbers and amounts purchased. Currently our statement does not give the additional requested by City. The statement will have numerical listing of all invoice for month as well as any information that is in the P.O. field of original invoice.

O) NAPA will provide all information and/or reports available via our TAMS computer system.

P) NAPA agrees to purchase the City of Miramar's saleable inventory, as determined by NAPA, which can be interchanged to a positive classification NAPA product number at City's acquisition cost

Any inventory owned by the City of Miramar (inventory not purchased by NAPA after joint physical inventory), but under the management of NAPA, will be handled as follows: NAPA will affix colored stickers to each part without destroying the City of Miramar Fleet Management part number. This would allow any City of Miramar owned inventory to be identified by sight. Our goal will be to work out all City of Miramar owned inventory as soon as possible. All City of Miramar owned inventory will be invoiced at NO charge, and eliminated from the original inventory printout.

Upon termination of contract, City agrees to purchase all non-NAPA products at actual cost. The City will have the option to purchase NAPA branded products also at cost.

All inventory supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the CITY may have against a manufacturer. The on-site store personnel will process all warranty claims and provide the CITY with information received from each claim processed. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the parts supplied to City pursuant to this Agreement. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Copies of the manufacturers' warranties are available to CITY upon request.

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts
City of Miramar

CONFIDENTIAL

Part 7: References and Market Experience

Genuine Parts Company has the most experience operating Integrated Supply operations with our first location beginning in 1991. We now have over 250 Integrated locations across the United States. Our customers consist of City/County facilities, Car Dealers, Large Truck Fleets, Manufactures, and many others.

City of Roanoke
1802 Courtland Avenue
Roanoke, VA 24014
Contact: Ken Bernard
540-853-2108

In-house parts operation – 9 months – one location
Services provided include heavy duty, automotive parts, tires, lubrication products, machine shop service, and on-site hydraulic hose assembly equipment.

Vehicles: Police cars, Garbage Trucks, Fire, Dump Trucks, Sweepers, & heavy duty.

NAPA Employees: 3
Inventory Value: \$175,000
Contract Value: \$600,000

Town of Cary
420 James Jackson Avenue
Cary, NC 27513
Contact: Juan Vega
919-469-4397

In-house parts operation – 15 years – one location
Services provided include automotive parts; heavy-duty parts, industrial parts & supplies, lubrication products, machine shop service, on-site hydraulic hose assembly, sublet repairs, wrecker service, and emergency tire road service.

Vehicles: Police, Fire, Ambulance, Solid Waste

NAPA Employees: 2
Inventory Value: \$250,000
Contract Value: \$600,000

Genuine Parts Company

NAPA Miami

**RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts**

City of Miramar

CONFIDENTIAL

In-house parts operation – 9 years – one location

Services provided include automotive parts; heavy-duty parts, industrial parts & supplies, tires (new & recap), lubrication products, machine shop service, on-site hydraulic hose assembly, sublet repairs, wrecker service, and emergency tire road service.

Vehicles: Police, Fire, Ambulance, Solid Waste, and miscellaneous small engine, light duty, and heavy-duty equipment.

NAPA Employees: 2
Inventory Value: \$70,000
Contract Value: \$800,000

City of Chicago, Illinois

1685 N. Throop Street

Chicago, IL 60622

Contact: Howard Henneman

312-744-3902

In-house parts operation – 9 years – 13 locations

Services provided include automotive parts; heavy-duty parts, industrial parts & supplies, tires (new & recap), lubrication products, machine shop service, on-site hydraulic hose assembly, sublet repairs, wrecker service, and emergency tire road service.

Vehicles: Police, Fire, Ambulance, Solid Waste, and miscellaneous small engine, light duty, and heavy-duty equipment.

NAPA Employees: 82
Inventory Value: \$7,000,000
Contract Value: \$23,000,000

Rochester Transit Authority

Rochester Genesee Regional Transportation Authority

1372 East Main Street

Rochester, NY 14609

Contact: Steve Hendershot

Ph. 585-654-0216

Fx. 585-654-0228

In-house Parts Operation – 3 Years – One Location

Genuine Parts Company
NAPA Miami
RFP Number: 08-08-01, Turnkey On-Site On-Demand Vehicle and Equipment
Parts
City of Miramar

CONFIDENTIAL

Vehicles: Police, Fire, Ambulance, Solid Waste, and miscellaneous small engine, light duty, and heavy-duty equipment.

NAPA Employees: 4

Inventory Value: \$270,000
Contract Value: \$1,000,000

Genuine Parts Company, d.b.a. NAPA Auto Parts, currently provides in-house parts operations at over 250 fleet locations, to include the following:

City of Carrollton, TX	City of Ft. Worth, TX (4)
City of Garland, TX	City of Farmers Branch, TX
City of Denton, TX	City of Irving, TX
City of Des Moines IA	City of Houston, TX (4)
City of Edmond, OK	City of Oklahoma, OK
Oklahoma City Public Schools	Louisville/Jefferson County (2)
Metropolitan Sewer, Louisville, KY	City of Huntsville, AL
City of Gastonia, NC (2)	Gaston County, NC
Shelby County, TN	San Diego County, CA
City of Coral Gables, FL	City of Miami, FL (2)
City of Richmond, VA (2)	City of Cape Coral, FL
City of North Port, FL	

SECTION 5 PROPOSAL COVER SHEET

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 58-0254510	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: <u>CHIP LAWING</u>	Title: <u>PRESIDENT + GENERAL MANAGER NAPA MIAMI</u>
MAILING ADDRESS:	
Street Address: <u>9250 NW 58th ST</u>	
City, State, Zip: <u>MIAMI, FL 33178</u>	
TELEPHONE: (305) 599-0202	FAX: (305) 599-4876
PROPOSER'S ORGANIZATION STRUCTURE:	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: <u>05/07/1928</u>	
State of Incorporation/Organization: <u>GEORGIA</u>	
States registered in as foreign Corporation: <u>N/A</u>	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
<u>N/A</u>	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
<u>N/A</u>	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: <u>Chip Lawing</u>	Date: <u>8/19/08</u>
Print name: <u>CHIP LAWING</u>	Title: <u>PRESIDENT + GENERAL MGR NAPA MIAMI</u>

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

CITY OF MIRAMAR

ADDENDUM #1

RFQ 08-08-01

ON SITE ON DEMAND AUTO PARTS & SUPPLIES

The changes listed below are hereby made to and incorporated into the solicitation number RFQ 08-08-01 entitled **"ON SITE ON DEMAND AUTO PARTS & SUPPLIES"**

1. The due date for this bid is hereby changed from 2:00 PM TUESDAY AUGUST 12TH, 2008 TO 2:00 pm TUESDAY AUGUST 26TH, 2008.

END ADDENDUM 1

SECTION 8
PROPOSER INFORMATION FORM (CONTINUED)

- (7) Please list five Government contract references:

Agency Name : PLEASE REFER TO SECTION 7 OF THE PROPOSAL

Address: PAGES 25-29

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

SECTION 9

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary.) The City of Miramar strongly encourages the participation of Local (based in Miramar), Minority, Women-owned, and Small Disadvantaged businesses. Please specify the category for each Subcontractor, SubConsultant, or Supplier.

Company Name: SEE ATTACHED PRODUCT LINE LISTING

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

SECTION 9
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

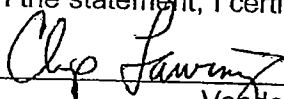
Any Woman not included among the aforementioned categories _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT**

State of FLORIDA)
County of DADE) SS:

CHIP LAWING being first duly sworn, deposes and says that:

- a) He/she is the REPRESENTATIVE / PRESIDENT + GENERAL MANAGER NAPA
MIAMI
(Owner, Partner, Officer, Representative or Agent) of
GENUINE PARTS COMPANY the Proposer that has submitted the attached
Proposal;
- b) He/she is fully informed respecting the preparation and contents of
the attached Proposal and of all pertinent circumstances respecting such
Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners,
agents, representatives, employees or parties in interest, including this affiant,
have in any way colluded, conspired, connived or agreed, directly or indirectly,
with any other Proposer, firm, or person to submit a collusive or sham Proposal
in connection with the Work for which the attached Proposal has been submitted;
or to refrain from proposing in connection with such work; or have in any manner,
directly or indirectly, sought by person to fix the price or prices in the attached
Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements
of the Proposal price or the Proposal price of any other Proposer, or to secure
through any collusion, conspiracy, connivance, or unlawful agreement any
advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and
proper and are not tainted by any collusion, conspiracy, connivance, or unlawful
agreement on the part of the Proposer or any other of its agents,
representatives, owners, employees or parties in interest, including this affiant.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of FLORIDA)

) ss.

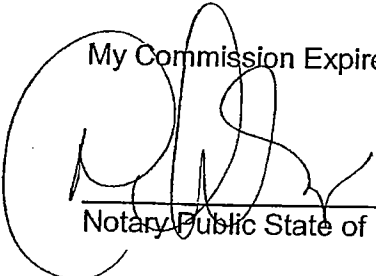
County of DADE)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 28th day of August, 20 08.

My Commission Expires:





Notary Public State of Florida at Large

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 14
BUSINESS/VENDOR PROFILE SURVEY

Name of Business: GENUINE PARTS COMPANY D.B.A. NAPA AUTO PARTS

Address: 9250 NW 58th ST MIAMI, FL 33178

Phone No.: 305-599-0202

Contact Person (Regarding This Form): CHIP LAWING

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☒ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

A Small Disadvantaged Business Enterprise (SDBE) is defined as a small business concern that is at least fifty-one (51) percent beneficially owned and which is routinely managed by one or more of the following (Please identify your respective SDBE category):

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

FAILURE TO COMPLETE AND RETURN THIS FORM

SECTION 15

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Genuine Parts Company

Business name, if different from above

NAPA Auto Parts

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

9250 NW 58th Street

City, state, and ZIP code

Miami, FL 33178

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

58 0254510

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Chip Lawing

Date ▶

8/19/08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Genuine Parts Company ("NAPA")
List of Exceptions
City of Miramar
Turnkey On-site On-demand Vehicle and Equipment Parts
RFP #08-08-01

Page 3, Section 1-1

Add the following to the definition of the term "SubContractor/SubConsultant": "For purposes of this Agreement, the term "SubContractor" or "SubConsultant" shall not include suppliers and/or materials providers."

Page 14, Section 1-15 (c)

Delete the last sentence of this section and replace it with the following: "NAPA agrees to discipline an employee for violations of law or failure to follow NAPA's or the City's policies while on the City's premises but cannot agree to discipline an employee at the City's discretion. In the case that the City is concerned about the detrimental effects of an employee's actions, NAPA will work in good faith with the City to resolve the problem. If NAPA and the City fail to mutually resolve a personnel issue after good faith attempt to do so, NAPA and the City agree to mediation of the dispute utilizing the services of a mediator who is mutually agreed to by both parties."

Page 15, Section 1-15 (d)

Delete the phrase "The City reserves the right to automatically" and replace it with: "Upon mutual agreement, the parties may."

Delete the following sentence from this section: "The City shall notify the Successful Proposer in writing of such extensions."

Page 15, Section 1-15 (f)

Delete the sentence in this section and replace it with NAPA's standard warranty language: "All automotive parts supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the parts supplied to the City pursuant to this Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the City upon request."

Page 16, Section 1-18

Page 31, Section 3-2

In Subsection P, delete the words: "Should the City desire," and insert the words: "Upon mutual agreement." Additionally, after the word "useable" insert the following: "non-obsolete, undamaged, complete."

Page 31, Section 3-3

Add the following to the end of the second paragraph: "If operating hours are changed by the City, the City shall give Successful Proposer adequate notice so that it may accommodate the schedule changes."

Delete the following from the third paragraph: "At the City's discretion, the Successful Proposer shall purchase the City's existing inventory at the inception of any agreement resulting from this RFP." Replace the sentence with the following: "Upon mutual agreement, the Successful Proposer shall purchase the City's existing inventory at the inception of any agreement resulting from this RFP, minus any damaged, incomplete, obsolete, and/or non-useable parts."

Page 32, Section 3-4

Delete the warranty language and replace it with NAPA's standard warranty language: "All automotive parts supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the parts supplied to the City pursuant to this Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the City upon request."

Page 34, Section 3-5

In the first sentence, after the word "reports" insert the following: "so long as such reports are normally capable of being generated by the Successful Proposer's and/or the City's systems,"

Delete Subsection 2, "Reference Files and Procedures." NAPA does not utilize such materials in its operation.

Add to the end of Subsection 4: "So long as such reports are normally capable of being generated by the Successful Proposer's and/or the City's systems."

Page 36, Section 3-5

Delete the following paragraph: "The City reserves the right to demand that the Successful Proposer remove any assigned personnel deemed necessary. The Successful Bidder must

Under Subsection 14, in the first sentence, add the words "or the City" at then end.

In Subsection 1, delete "Provider" and replace it with "A party." Delete the word "services" and replace it with "its obligations."

In Subsection 3, delete "Provider" and replace it with "The party" and delete "City" and replace it with "other party."

In Subsection 6, delete "Provider" in the multiple places it appears in this subsection, and replace it with "The party."

Add a Subsection 8, which reads: "The City has failed to make prompt payment to Provider."

In Subsection B, make any necessary changes to make this section mutual.

Page 47, Section 4-1

Make Subsection D similarly mutual by replacing "City" or City's" with "Parties" or "Parties"" where appropriate.

Page 47, Section 4-1

Make Subsection 15 mutual by deleting "City" in the first sentence of Subsection A and replacing it with "Either party" and replace "Provider," also in the first sentence, with "the other party."

Page 48, Section 4-1

In Subsection B, delete the second and third sentence and make them mutual by replacing them with the following: "In the event a party abandons this Agreement or causes it to be terminated, it shall indemnify the other party against loss pertaining to the termination. In the event that a party terminates the agreement, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 16A and the provisions of Section 16A shall apply."

Page 49, Section 4-1

In Subsection 18, make this section mutual by replacing the language with the following: "This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party."

Add the following new section to the Agreement:

Buy-Back of Inventory

EXHIBIT B

ENTER SALES AND GP HERE		
28,300	Monthly Volume	
10%	Gross Profit Percentage	

SAMPLE PROFIT & LOSS STATEMENT

PROJECTED

% to
Sales

OR	%				
28,300	*****	SALES	28,300	---	Sales, Labor sales
25,470	0.90	Less Cost of Sales	25,470	90.00	Cost of Sales
*****	*****	Sales Less Cost	2,830	10.00	Sales less Cost
0	0	Less Handling Charge	0	0.00	
*****	*****	GROSS PROFIT	2,830	10.00	Gross Profit
*****	*****	SALES EXPENSE			
0	0	Advertising	0	0.00	
0	0	Sales - Salaries	0	0.00	Salesperson salaries
0	0	Handling Credit	0	0.00	
0	0	Net Salaries	0	0.00	
0	0	Travel	0	0.00	
0	0	Sales - Miscellaneous	0	0.00	
0	0	G.M. Travel	0	0.00	
0	0	TOTAL SALES EXPENSE	0	0.00	
0	0	1 SALARIES - EXEC.	283		
0	0	PAYROLL			
0	0.6	Acctg. & Data Proc.	170	0.60	Accounting & Data Processing Fee, Accounting salaries, Data Processing salaries
0	1.15	General Office	325	1.15	Salaries - General Office
3,500	1	Counter - J.S.	3,500	12.37	Branch Manager Salaries, Assistant Mgr. Salaries, Counter Salaries
0	0	Stockroom Salaries	0	0.00	
0	0	Handling Credit	0	0.00	
0	0	Net Stockroom	0	0.00	
1802	0	Delivery	0	0.00	Delivery person salaries
0	0	TOTAL PAYROLL	3,995	14.12	Total payroll expenses
0	0	EXPENSES			
0	0	Bad Debts	0	0.00	
232	0	Data. Proc. Eqpt. & Supp.	232	0.00	Delivery vehicle insurance
0	0	Delivery - Insurance	0	0.00	Delivery vehicle fuel, oil, maintenance
0	0	Maintenance	0	0.00	Straight line depreciation
0	0	Truck Depr.	0	0.00	
160	0	Depreciation - F. & F.	160	0.57	
0	0.45	Empl. Benefits - Pension	127	0.45	Employee Benefits - Pension
0	1.5	- Other	425	1.50	Employee Benefits - Group Insurance
0	0	Freight & Postage	0	0.00	
0	0	Frt. Allowance	0	0.00	
0	0.15	Insurance	42	0.15	General Insurance, Workers comp. fixed portions
0	0	Interest	0	0.00	
0	0	Legal & Professional	0	0.00	
0	0	Light, Heat, Water	0	0.00	
0	0	Moving	0	0.00	
0	0	Rent	0	0.00	
0	0	Stationery, Ship, Suppl.	0	0.00	Stationery Supplies, Shipping supplies
0	0	Stock Loss	0	0.00	
150	0.45	Store	150	0.53	Store supplies, cleaning, maintenance, etc.
375	1.05	Taxes (Not Income)	375	1.33	Payroll Taxes - FICA, UCI, State Health Ins, Sales & use taxes, personal property taxes, taxes other.
0	0	Telephone	375	1.33	Phone, DSL, WAN modem, security protection
0	0	TRAINING	0	0.00	
480	0.5	TAMS	480	1.70	Equip. Depreciation, equip. maintenance/support fees, catalog tapes & support fees, TAMS misc expen
0	0	TOTAL MISC. EXPENSES	2,366	8.36	
0	0	Executive Fees	0	0.00	
0	0	TOTAL EXPENSES	6,645	23.48	Total dollars - "Salaries Exec.", "Payroll", & "Misc. Expenses" categories
0	0	Operating Income	(3,815)	(13.48)	Gross Profit less total expenses
0	0	Misc Inc; Cash Disc.(Net)	0	0.00	Misc inc or inventory prompt pay discounts
0	0	Other	6,645	23.48	Expense amount to be paid back to P & L by customer
0	0	PROFIT BEFORE TAXES	2,830	10.00	Profit before taxes

34,945 Total Paid to NAPA

Total to be paid to GPCby customer: Parts bill with 10% GP and expenses.

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----->\$28,300
\$2,830
\$3,815

Parts Cost (actual NAPA Aquisition Cost)
10% Profit to Sales
Actual Shop Expenses (NAPA staff payroll, phone, vehicle, etc..)