Agenda Item #: **3H-3**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 18, 2025	[X] **Consent**	[ ] **Regular**
	[ ] **Ordinance**	[ ] **Public Hearing**

Department: **Facilities Development & Operations**
Fire Rescue
Purchasing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Vehicle and Equipment Parts Management and Supply Agreement (Agreement) with Genuine Parts Company d/b/a NAPA (NAPA) for onsite integrated inventory management services for Facilities Development & Operations/Fleet Management Division (FDO/Fleet) and Fire Rescue Support Services (Fire Rescue) from December 30, 2025 through December 3, 2028 at an estimated annual cost in FY 2026 of $8,076,717.

Summary: NAPA has been providing on-site integrated inventory management services to FDO/Fleet since 2012 (R2012-1322) and subsequent agreements in 2015 (R2015-1788), in 2016 (AIS November 1, 2016 #3H-7) to add similar services for Fire Rescue, and in 2021 (R2021-0893 #3H2). The existing agreement with NAPA is set to expire on December 29, 2025, and this new Agreement with NAPA will be from December 30, 2025 through December 8, 2028, with two (2) renewal options, each for a period of one (1) year. Under the Agreement, NAPA will continue to provide to both FDO/Fleet and to Fire Rescue comprehensive in-house store automotive parts functions including the provision of all materials, equipment, parts and supplies required for operation and maintenance with no less than an eighty percent (80%) in-stock availability for all parts requested. The Agreement provides that the County will pay NAPA: (i) 8.5% above both NAPA Product Costs and Non-NAPA Product Costs (except for parts over $3500 the markup is only five percent (5%)) compared to ten percent (10%) from the 2021 agreement; and (ii) for operational costs that are included within the annual budget approved by the County during its normal budget process. NAPA will provide on-going review and adjustment of inventory, access to automotive and heavy-duty replacement parts and delivery of non-stocked parts. The inventory will include NAPA Products as well as Non-NAPA Products, based on FDO/Fleet and Fire Rescue's individual requirements. The Agreement is made in accordance with the Palm Beach County Purchasing Code, which authorizes the County to purchase services and supplies from a competitively bid proposal or contract secured by another governmental entity or government-related association, in this case Sourcewell Contract No. 090624-GPC (the Sourcewell Contract). The County chose the Sourcewell Contract to piggyback due to its favorable terms. The Agreement contains local preference language for all parts and products purchased. The Agreement also contains a Small Business Enterprise (SBE) price preference for all parts and products purchased. **(FDO/FR/Purchasing) Countywide (MWJ)**

Background and Justification: (Continued on Page 3)

Attachments:
1. Vehicle and Equipment Parts Management and Supply Agreement - NAPA

Recommended By: [signature] 10/10/25
Department Director **Date**

[signature] 10/10/2025
Department Director **Date**

Approved By: [signature] 10/30/25
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	$8,076,717	$11,780,550	$12,935,132	$14,125,402	$3,867,928
External Revenues	(3,932,967)	($6,030,550)	(6,935,132)	($7,975,402)	(2,292,928)
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	$4,143,750	$5,750,000	$6,000,000	$6,150,000	$1,575,000
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Is this item using Federal Funds: Yes No X

Is this item using State Funds: Yes No X

	FY 26 (9 Months)	FY 27	FY 28	FY 29	FY 30 (3 Months)
FDO/Fleet	$3,932,967	$6,030,550	$6,935,132	$7,975,402	$2,292,928
Fire Rescue	$4,143,750	$5,750,000	$6,000,000	$6,150,000	$1,575,000
	$8,076,717	$11,780,550	$12,935,132	$14,125,402	$3,867,928

Budget Account No:

	Fund		Dept		Unit		
FDO/Fleet Fund	**5000**	**Dept**	**410**	**Unit**	**7220**	**Object**	**Various**
Fire Rescue Fund	**1300**	**Dept**	**440**	**Unit**	**4212**	**Object**	**Various**
Revenue: FDO/Fleet Fund	**5000**	**Dept**	**410**	**Unit**	**7100**	**RSC**	**Various**

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FDO/Fleet is an Internal Service Fund and the Agreement is fully funded from revenue received from Fleet's customers. Fire Rescue is a Special Revenue Fund and the Agreement is funded by Ad Valorem Taxes and User Fees.

C. Departmental Fiscal Review: HGBM ESW 10-21-25

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

10/22/25
OFMB 10/21/25
VS 10/25

10/27/25
Contract Development and Control
2G 10.23.25
10-27-25 TW

B. Legal Sufficiency:

10/28/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background and Justification

The County's existing agreement with NAPA to provide inventory management services to FDO/Fleet and Fire Rescue is set to expire on December 29, 2025. This new Agreement will allow NAPA to continue to provide inventory management services from December 30, 2025 through December 3, 2028. Under the Agreement, NAPA will continue to provide to both FDO/Fleet and to Fire Rescue comprehensive in-house store automotive parts functions including the provision of all materials, equipment, parts and supplies required for operation and maintenance with no less than an eighty percent (80%) in-stock availability for all parts requested.

By outsourcing FDO/Fleet's and Fire Rescue's automotive parts function, the County eliminated responsibility for excess inventory and parts obsolescence, increased the quality of service/performance and realized cost savings by reducing the departments' procurement and transaction management activities. The Agreement requires NAPA to meet a quality of service/performance measurement of 80% fill rate (percentage of time that a technician can receive a parts order on the first trip to the parts counter.) NAPA has consistently met or exceeded this measurement which decreases equipment downtime and increases the productivity of the technicians.

The Agreement provides that the County will pay NAPA: (i) 8.5% above both NAPA Product Costs and Non-NAPA Product Costs (except that the markup for parts over $3500 is only 5%); and (ii) for operational costs that were included within the annual budget approved by the County during its normal budget process. NAPA has guaranteed parts pricing for: (i) Non-NAPA Products at the price paid by NAPA to the vendor for such product; and (ii) NAPA Products at the price NAPA charges for such products sold to NAPA stores in which NAPA does not have an ownership interest, less any manufacturer rebates.

The Agreement requires NAPA to purchase from a Palm Beach County vendor (Local Vendor) providing that the Local Vendor can meet all product specifications (including timeliness of delivery) and costs do not exceed 5% of the price by which NAPA can obtain the part meeting identical specifications (including timeliness of delivery) from a non-Local Vendor. This local preference applies to all parts. During the most recent year of the contract, NAPA achieved 60% local participation on parts of which 2% was by Glades vendors.

The Agreement also contains a requirement that NAPA purchase from a County certified SBE providing that the SBE can meet all product specifications (including timeliness of delivery) and costs do not exceed 10% of the price by which NAPA can obtain the part meeting identical specifications (including timeliness of delivery) from a non-SBE. This SBE price preference applies to all parts and products. During the most recent year of the contract, NAPA achieved 12% SBE participation on parts.

Under the Agreement, NAPA handles all manufacturer warranty claims on behalf of the County, and the Agreement has always provided that the manufacturer's warranty is the sole remedy for defective parts and all other express or implied warranties for parts are waived.

The Agreement was made in accordance with the Palm Beach County Purchasing Code, which authorizes the County to purchase services and supplies from a competitively bid proposal or contract secured by another governmental entity or government-related association, in this case Sourcewell Contract No. 090624-GPC (the Sourcewell Contract). The County chose the Sourcewell Contract to piggyback due to its favorable terms.

Vehicle and Equipment Parts Management

and

Supply Agreement

between

Palm Beach County

and

Genuine Parts Company D/B/A NAPA

Revised 8/21/25

TABLE OF CONTENTS

Revised 8/21/25

Attachment 2- PBCFRSS Services

Supplement 2.A – Facilities and Hours of Operation

Supplement 2.B – Contractor Parts Management

Supplement 2.C – Annual Budget for FY 2026

Revised 8/21/25

AGREEMENT

This Agreement ("Agreement") is made as of November 18, 2025, with an effective date of December 30, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Genuine Parts Company, a Georgia corporation, qualified to do business in the State of Florida d/b/a NAPA, whose Federal Employer Identification Number is 58-0254510 ("Contractor").

WHEREAS, the County's Facilities Development & Operations Department/Fleet Management Division ("FDO/Fleet") currently operates one primary maintenance facility (the "FDO/Fleet Primary Facility") and two satellite maintenance facilities (the "FDO/Fleet Outlying Facilities") at which the County services a diverse fleet of vehicles and equipment; and

WHEREAS, on September 11, 2012 the County approved a Vehicle and Equipment Parts Management and Supply Agreement (R-2012-1322) (the "2012 Agreement") with Contractor to (i) assume the parts acquisition operations for all the FDO/Fleet Facilities and the FDO/Fleet Road Service Trucks; (ii) assume, manage (including distribution) and own the inventory of all parts at the County's FDO/Fleet Stockroom located at the FDO/Fleet Primary Facility; and (iii) assume, manage and own the inventory of the parts rooms at each of the FDO/Fleet Outlying Facilities and on the County's FDO/Fleet Road Service Trucks; and

WHEREAS, on December 15, 2015, the County approved the Vehicle and Equipment Parts Management and Supply Agreement (R-2015-1788) for use by FDO/Fleet (the "2015 Agreement"); and

WHEREAS, on November 1, 2016, the County approved the First Restated Vehicle and Equipment Parts Management Supply Agreement (Item 3.H.7) to add vehicle parts and inventory management services for the Fire Rescue Support Services Division of the County's Fire Rescue Department ("PBCFRSS") (the "2016 Agreement"); and

WHEREAS, on July 13, 2021, the County approved a Vehicle and Equipment Parts Management and Supply Agreement (R2021-0893)(the "2021 Agreement") under which Contractor will continue to provide to both FDO/Fleet and PBCFRSS comprehensive in-house automotive parts functions including the provision of all materials, equipment, parts and supplies required for operations and maintenance; and

WHEREAS, the Contractor successfully completed the Start-Up Services for FDO/Fleet described and required by the 2012 Agreement and has been continuously providing the Operational Services for FDO/Fleet described and required by the 2012, 2015, 2016 and 2021 Agreements; and

WHEREAS, the Contractor successfully completed the Start-Up Services for PBCFRSS described and required by the 2016 Agreement and has been continuously providing the Operational Services for PBCFRSS described and required by the 2016 and 2021 Agreements; and

WHEREAS, the County has successfully demonstrated efficiencies and savings pursuant to the implementation of the Operational Services and the Contractor has met the performance goals established pursuant to the 2012, 2015,2016 and 2021 Agreements; and

WHEREAS, the 2021 Agreement expires on December 29, 2025, and the County and Contractor have agreed to continue the Contractor's performance of the Operational Services by the execution of this Agreement to become effective on December 30, 2025 (the "Effective Date"); and

WHEREAS, this agreement is made in accordance with the Palm Beach County Procurement Code, which authorizes the County to purchase services and supplies from a competitively bid proposal contract secured by another governmental entity or government related association, in this case Sourcewell Contract No. 090624, which terms and conditions are included herein by reference, and are subordinate to any conflicting terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions stated herein, the County and Contractor agree as follows:

ARTICLE 1
DEFINITIONS

1.0 Recitals

The above recitals are true and correct and are incorporated herein by reference.

1.1 Definitions

The following terms shall have the meanings specified in this **Article 1** when capitalized and used in this Agreement. Capitalized terms not defined in this **Article 1** shall have the meanings ascribed to them elsewhere in this Agreement.

2012 Agreement: means the Vehicle and Equipment Parts Management and Supply Agreement (R-2012-1322) dated September 11, 2012.

2015 Agreement: means the Vehicle and Equipment Parts Management and Supply Agreement (R-2015-1788) dated December 15, 2015.

2016 Agreement: means the First Restated Vehicle and Equipment Parts Management and Supply Agreement (Item 3.H.7) dated November 1, 2016.

2021 Agreement: means the Vehicle and Equipment Parts Management and Supply Agreement (R2021-0893) dated July 13, 2021.

80% Part on Demand Rate: has the meaning as set forth in **Attachments 1** and **2**.

Additional Services: means those services beyond the scope of work described in **Sections 2.1** through **2.11** of this Agreement, Exhibits, Attachments and Supplements hereto, and all work reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the County must be formalized in a written modification to this Agreement except that without invalidating the Agreement, the

County, through its Director of Procurement, reserves the right to, at any time or from time to time, issue increases or decreases to the authorized expenditure; provided that, increases of more than ten percent (10%) which reach or exceed three hundred thousand dollars ($300,000) per annum must be approved by the Board of County Commissioners. After a Board of County Commissioners approval of an increased authorized expenditure amount, the Director of Procurement may authorize increases of up to ten percent (10%) of the increased authorized expenditure amount.

Agreement: means this Agreement, including all exhibits, attachments and supplements attached to it and incorporated in it by reference, and all amendments, restatements, modifications or revisions made in accordance with its terms.

Agreement Year: means each Palm Beach County fiscal year, or portion thereof, during the term of this Agreement, provided that the first Agreement Year shall be the period from the Effective Date of this Agreement through September 30, 2026.

AssetWorks: means PBCFRSS's information system for vehicle and equipment maintenance.

Board: means the Board of County Commissioners of Palm Beach County, Florida.

Contractor Parts: means the vehicle or equipment parts, materials, supplies, tools, and fluids (except for fuel) owned by Contractor or acquired by Contractor (whether manufactured by Contractor, any of its affiliates, or any other manufacturer) that Contractor will supply to the County to fulfill Contractor's obligations under this Agreement.

Contractor's System: means Contractor's software and related hardware consisting of the Contractor's ordering and billing system, interfaces and reconciliations to and from the FMIS and AssetWorks Systems, related hardware, and custom software, if any.

Corporate Allocation Expense: shall have the meaning set forth in **Section 4.1**.

County: means the Board and the Board acting by and through its authorized designees, agents and employees of Facilities Development & Operations/Fleet Management and Fire Rescue Support Services collectively.

County Equipment: means forklifts, utility carts, phones and computer systems, together with associated hardware.

County Parts: means the FDO/Fleet Parts and PBCFRSS Parts, collectively.

County Real Property: means the County owned real property depicted on **Exhibit 1**.

Cure Notice: shall have the meaning set forth in **Section 6.2**.

Default Notice: shall have the meaning set forth in **Section 6.2**.

Effective Date: means December 30, 2025.

Event(s) of Default: shall have the meaning set forth in **Section 6.1**.

Facilities: means the FDO/Fleet Facilities and PBCFRSS Facilities collectively.

Facilities Development & Operations/Fleet Management or FDO/Fleet: means the County's Facilities Development & Operations Department Fleet Management Division.

FDO/Fleet Facilities: means the FDO/Fleet Primary Facility, including the FDO/Fleet Stockroom, and the FDO/Fleet Outlying Facilities.

FDO/Fleet Annual Budget: means the budget for any Agreement Year, consisting of a detailed itemization of the maximum projected costs and expenses expected to be incurred for the FDO/Fleet Services, including staffing schedules for the FDO/Fleet Services for the Agreement Year, as such budget may be modified from time to time in accordance with the terms and provisions of this Agreement, attached hereto as **Supplement 1.C**.

FDO/Fleet Outlying Facilities: means the two satellite maintenance facilities operated by FDO/Fleet, identified in **Supplement 1.A** as the FDO/Fleet Pahokee Shop and the FDO/Fleet South Region Shop.

FDO/Fleet Parts: means the vehicle and radio equipment, parts, materials, supplies, tools, and fluids (except for fuel) owned by FDO/Fleet as of the Effective Date of this Agreement and any parts, materials, supplies, and fluids (except for fuel) acquired by FDO/Fleet during the term of this Agreement.

FDO/Fleet Primary Facility: means FDO/Fleet's primary maintenance facility which is more specifically identified in **Supplement 1.A**.

FDO/Fleet Road Service Trucks: means FDO/Fleet's current inventory of two (2) road service trucks (which number may change from time to time during the term of this Agreement) each having a parts inventory located within the vehicles.

FDO/Fleet Services: means the services to be provided by Contractor pursuant to **Article 2** and **Attachment 1** of this Agreement.

FDO/Fleet Service Spaces: means the exclusive use and non-exclusive use spaces licensed to the Contractor under this Agreement for conducting FDO/Fleet Services as defined in **Article 2** and **Attachment 1**, which may be added to, deleted from, or relocated during the term of this Agreement.

FDO/Fleet Stockroom: means the exclusive use space in the FDO/Fleet Primary Facility which is comprised of the Parts storage, Parts office, tank farm and tire storage areas.

Fire Rescue Support Services or **PBCFRSS** means Palm Beach County Fire Rescue Support Services Division of Fire Rescue Department.

FMIS System or FMIS: means the FDO/Fleet Management Information System for vehicle and equipment maintenance.

Glades: means the area from the Broward County line North along Canal L-36 to the Loxahatchee National Wildlife Refuge, thence North to Southern Boulevard along Canal L-40, thence West along Southern Boulevard to a North-South line 1 ½ miles West of Canal L-8, which coincides with a private agricultural road heading North from Southern Boulevard at the point where State Road 880 intersects Southern Boulevard from the South, thence North along the line of this North-South road to the boundary of the J.W. Corbett Wildlife Management Area, thence East and North along the boundary of the J. W. Corbett Wildlife Management Area to the Martin County line.

Glades Business: means a vendor or business which has a permanent place of business within the Glades and which holds a business tax receipt issued by the county that authorizes the vendor to provide goods, services, or construction services and which is issued prior to an order date. If the business is a joint venture/partnership, it is sufficient for qualification as a Glades business if at least one (1) of the joint venture partners meets the requirements set forth in this section.

Jobber Net Pricing: means the price charged by Contractor for NAPA parts sold to NAPA stores (stores that lawfully use the trade name or trademark NAPA with respect to which NAPA maintains no ownership interest) less any manufacturer rebates.

Local Vendor: means a vendor which has a permanent place of business within the County and which holds a business tax receipt issued by the County that authorizes the vendor to provide the goods, services or construction services and which is issued prior to the order date. If the business is a joint venture/partnership, it is sufficient for qualification as a Local Vendor if at least one (1) of the joint venture partners meets the requirements set forth herein.

Monthly Non-NAPA Parts Inventory Report: shall have the meaning set forth in **Section 6.5**.

NAPA: means National Automotive Parts Association ("Contractor").

NAPA Parts: means all Parts distributed through the NAPA member distribution system.

NAPA Product Costs: shall have the meaning set forth in **Section 4.1**.

Non-NAPA Parts: means all Parts not distributed through the NAPA member distribution system.

Non-NAPA Product Costs: shall have the meaning set forth in **Section 4.1**.

Office of EBO: means the County's Office of Equal Business Opportunity.

Original Equipment Manufacturer or **OEM**: means a part that is only available from the original equipment manufacturer and built to their standards.

Operational Costs: shall have the meaning set forth in **Section 4.1**.

Operational Services: means ongoing Services the Contractor provides related to the supply and management of FDO/Fleet vehicle and equipment parts pursuant to **Article 2** and **Attachment 1** and PBCFRSS's vehicle and equipment parts pursuant to **Article 2** and **Attachment 2**.

Outlying Facilities: means the FDO/Fleet Outlying Facilities and PBCFRSS Outlying Facilities, collectively.

Parts: means collectively County Parts and Contractor Parts.

Parts System: has the meaning set forth in **Attachment 1** for FDO/Fleet Services and the meaning set forth in **Attachment 2** for PBCFRSS Services.

PBCFRSS Annual Budget: means the budget for any Agreement Year, consisting of a detailed itemization of the maximum projected costs and expenses expected to be incurred for the PBCFRSS Services, including staffing schedules for the PBCFRSS Services for the Agreement Year, as such budget may be modified from time to time in accordance with the terms and provisions of this Agreement, attached hereto as **Supplement 2.C**.

PBCFRSS Facilities: means the PBCFRSS Primary Facility, including the PBCFRSS Stockroom, and the PBCFRSS Outlying Facilities.

PBCFRSS Outlying Facilities: means the PBCFRSS space at Fire Station #42 identified in **Supplement 2.A**.

PBCFRSS Parts: means the vehicle or radio equipment, parts, materials, supplies, tools, and fluids (except for fuel) owned by PBCFRSS as of the Effective Date of this Agreement and any parts, materials, supplies, and fluids (except for fuel) acquired by PBCFRSS during the term of this Agreement.

PBCFRSS Primary Facility: means the space allocated to PBCFRSS for Part management purposes, including the PBCFRSS Stockroom as identified in **Supplement 2.A**.

PBCFRSS Road Service Trucks: means PBCFRSS's current inventory of six (6) trucks (which number may change from time to time during the term of this Agreement) each having a parts inventory located within the vehicles.

PBCFRSS Services: means services to be provided by Contractor pursuant to **Article 2** and **Attachment 2** of this Agreement. .

PBCFRSS Service Spaces: means the exclusive and non-exclusive use spaces licensed to the Contractor under this Agreement for conducting Services as defined in **Article 2** and **Attachment 2**, which may be added to, deleted from, or relocated during the term of this Agreement.

PBCFRSS Stockroom: means the exclusive use space assigned to PBCFRSS in the PBCFRSS Primary Facility and which is comprised of the PBCFRSS Parts storage, office, and tank farm.

Primary Facilities: means the FDO/Fleet Primary Facility and the PBCFRSS Primary Facility, collectively.

Product Costs: shall have the meaning set forth in **Section 4.1**.

Reports: has the meaning set forth in **Section 2.9**.

SBE or **Small Business Enterprise:** means any for-profit business that has been certified as an SBE by the County's Office of EBO under the County's Equal Business Opportunity Ordinance.

Services: means, collectively, the services, duties, and responsibilities described in **Article 2** of this Agreement, **Attachment 1** and **Attachment 2** and any and all work necessary to complete them or carry them out fully and to the standards of performance required in this Agreement.

Service Spaces: means the FDO/Fleet and PBCFRSS Service Spaces collectively.

Start-Up Services: means those Services that the Contractor was required to complete in preparation for the Contractor's ongoing assumption of: i) the FDO/Fleet Parts supply and management operations pursuant to the 2012 Agreement; and ii) PBCFRSS' Parts supply and management operations pursuant to the 2016 Agreement.

Stockrooms: means the FDO/Fleet Stockroom and PBCFRSS Stockroom collectively.

Subcontractor: means any person or entity with whom the Contractor contracts to provide any part of the Services, including subcontractors of any tier, suppliers and materials providers.

1.2 Interpretation

This Agreement is constructed to identify those terms which are unique to FDO/Fleet and PBCFRSS in **Attachments 1** and **2**, respectively; with the terms common to both FDO/Fleet and PBCFRSS contained in the main body of this Agreement and Exhibits.

1.2.1 All references in this Agreement to Articles, Sections, Attachments, Exhibits or Supplements, unless otherwise expressed or indicated are to the Articles, Sections, Attachments, Exhibits or Supplements of this Agreement.

1.2.2 Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it are solely for convenience or reference and do not affect the meaning, construction or effect of this Agreement.

1.2.3 Words of the masculine gender include the correlative words of the feminine gender.

1.2.4 All references to a number of days means calendar days, unless expressly indicated otherwise.

1.3 Order of Precedence of Component Agreement Parts

Unless otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between the terms set forth in **Articles 1** through **8** of this Agreement, and the terms and conditions set forth in the Exhibits or Attachments to this Agreement, the terms and conditions set forth in **Articles 1** through **8** of this Agreement will take precedence over the terms set forth in the Exhibits or Attachments.

1.4 Lead County Department

FDO/Fleet shall serve as the lead County department for the administration of this Agreement.

ARTICLE 2
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Rights and Obligations of the Contractor

2.1.1 During the Contractor's performance of the Services, the County grants the Contractor: (i) a revocable, non-exclusive license to conduct the Services on the County Real Property, and at the Facilities; and (ii) a revocable, exclusive license to conduct the Services in the Stockrooms. Contractor shall only use the Service Spaces to perform the Services set forth herein and for no other purpose, subject to the terms of this Agreement. The Contractor accepts from the County the licenses and the rights and assumes the duties of the Contractor provided in this Agreement.

2.1.2 This Agreement creates a license only. The Contractor acknowledges that the Contractor does not and must not claim at any time any real property interest or estate of any kind or extent whatsoever in the County Real Property or the Facilities by virtue of this license or the Contractor's use of the County Real Property or the Facilities under this Agreement. Further, the Contractor acknowledges that this license is not a license coupled with such an interest nor is it an irrevocable license.

2.2 Reserved

2.3 Services

2.3.1 **Scope.** This description of the Services in this Article is intended to be general in nature and is neither a complete description of the Contractor's Services nor a limitation on the Services that Contractor will provide under this Agreement and the Attachments. Contractor will provide the Services in accordance with the standards of performance set forth in **Section 2.10**. From the Effective Date until the end of the term of this Agreement, the Contractor shall provide all of the Services described in this Agreement and Attachments.

> **2.3.1.1** The Contractor shall provide FDO/Fleet with the FDO/Fleet Services as described in **Attachment 1**.
>
> **2.3.1.2** The Contractor shall provide PBCFRSS with the PBCFRSS Services as described in **Attachment 2**.

2.3.2 **Performance Standards.** The Contractor shall provide all of the Services described in this Agreement and perform these Services in such a way (and staff its operations adequately) so as to achieve the performance goals required by this Agreement.

> **2.3.2.1** The Services must be provided in accordance with the time limits for performance that are stated in this Agreement.

2.3.3.2 Contractor will perform all other Services that may be necessary to allow Contractor to provide the Services within the time frames required by this Agreement.

2.4 Service Spaces and County Equipment

2.4.1 Contractor Use of the Service Spaces

2.4.1.1 The Contractor must begin conducting its Services in the Service Spaces and continue Services uninterrupted after that date during all required hours of operation during the term of this Agreement, unless terminated earlier in accordance with the terms of this Agreement. The Stockrooms shall be appropriately secured or otherwise maintained separate and apart from the business of the County.

2.4.1.2 The Service Spaces must not be used for any purposes other than those expressly permitted under this Agreement, unless the County gives its express written consent. The Contractor must comply in its use, occupancy, and operation of the Service Spaces with all federal, State of Florida, and County laws, rules, regulations, policies and procedures and ordinances, including all building, zoning and health codes including all environmental laws. The County's policies and procedures are posted at **https://pbcportal.pbcgov.org/PPM/Forms/Allitems.aspx**, which policies and procedures may, from time to time, hereafter be established or modified by County. The County will endeavor to provide Contractor with notice of any modifications to such policies and procedures.

2.4.1.3 The Contractor must not conduct its Operational Services in a manner that, in the reasonable judgment of the County:

2.4.1.3.1 Interferes or might interfere with the reasonable use by others of areas in which the Service Spaces are located;

2.4.1.3.2 Would or would be likely to constitute a hazardous condition at the Service Spaces;

2.4.1.3.3 Would, or would be likely to, increase the premiums for insurance policies maintained by the County; or

2.4.1.3.4 Would involve any illegal purposes.

2.4.1.4 The Contractor will not use the Facilities or Service Spaces or other property furnished by the County for provision of parts to vehicles not owned, leased or maintained by the County.

2.4.1.5 All employees of the Contractor providing Services in the Service Spaces must at all times be clean, courteous, neat in appearance and helpful to the County's employees and vendors. While on duty, the Contractor's employees must wear appropriate uniforms and must be identified by County-issued contractor access badge. County will issue Contractor access badges to all of the Contractor's employees operating out of the Service

Spaces. The Contractor must not commit, nor allow any nuisance, noise, or waste in the Service Spaces or annoy, disturb or be offensive to others in the areas in which the Service Spaces are located. The Contractor is responsible for cleanup of the Stockrooms and must maintain the Stockrooms in a presentable manner.

2.4.1.6 The Contractor will have the right of ingress to and egress from the Service Spaces for the Contractor, its officers, employees, agents, subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations enacted or established by the County or any other governmental agency or authority.

2.4.1.7 Contractor shall not make any improvements, additions, modifications or alterations to the Service Spaces, the Facilities or the County Real Property.

2.4.1.8 County shall maintain the Service Spaces and any improvements constructed thereon by County in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense. County's maintenance of the Service Spaces shall exclude routine custodial services to the Stockrooms, which will be provided for by the Contractor at its sole cost and expense. Contractor shall not be obligated or required to make any repairs or conduct any other maintenance whatsoever to the Service Spaces. Notwithstanding the foregoing, any damage that is caused in any way by the Contractor, its officers, employees, agents, subcontractor's, vendors, suppliers or invitees, shall be repaired by the County at Contractor's sole cost and expense. Contractor shall reimburse County for such repairs within fifteen (15) days after receipt of an invoice from the County.

2.4.1.9 In addition to the Service Spaces, the Contractor shall be permitted to use County Equipment on the County Real Property solely for the prosecution of this Agreement. The County will be physically and financially responsible for the routine repair, maintenance and renewal/replacement of County Equipment. The County will also be responsible for the normal operating costs (electricity, phone, data and gasoline) associated with County Equipment. The Contractor will be responsible for all damage to the Facilities, County Real Property, Service Spaces and County Equipment that is caused in any way by the Contractor, its officers, employees, agents, subcontractors, vendors, suppliers, or invitees. In the event of any such damage, the County may repair such damage and/or replace any such equipment and the Contractor shall reimburse County for all expenses incurred by County in doing so. Contractor shall reimburse the County for such expenses within fifteen (15) days after receipt of an invoice from the County.

2.4.2 Access, Right of Entry, Right of Inspection

2.4.2.1 County will grant Contractor the same keys, cards or code access ("Access Rights") as it does to County employees for all of Contractor's employees operating out of the Service Spaces. The access cards are and shall remain the property of the County and shall be returned to County at the expiration or termination of this Agreement. Access to the Service Spaces shall be provided to the Contractor employees and authorized Contractor representatives (for their performance of the Services) as well as County personnel; provided however, access to the Stockrooms shall be restricted to Contractor employees and authorized Contractor representatives only, except as described below. By acceptance of the Access Rights, Contractor agrees to comply with the regulations, practices and policies imposed by County governing the Access Rights and to enforce compliance therewith by its employees and authorized Contractor representatives. County reserves the right to withdraw Access Rights of any individual for violation of the rules and regulations. Furthermore, County reserves the right to subject Contractor's employees and authorized representatives to fingerprint-based background checks to the extent permitted by law and to deny Access Rights to any Contractor employee or authorized representative in accordance with adopted laws, policies and procedures. Contractor shall have no recourse or claim against County for denied Access Rights.

2.4.2.2 County and County's agents shall have the right to enter the Stockrooms for the purposes of inspection of the Stockrooms, together with the improvements located thereon, and for the routine maintenance and repair of the same. During normal business hours, the Contractor shall have, at all times, an authorized representative at the Stockrooms to accompany the County personnel if access to the Stockrooms is needed. Upon the County's demand for access, the Contractor's authorized representative shall immediately admit County personnel in the Stockrooms and shall accompany County personnel in the site visit and/or for the duration of any maintenance or repairs. During normal business hours, the County will only have access to the Stockrooms through such Contractor's authorized representative. The Contractor shall have an employee on call 24 hours a day, seven days a week, to respond to demands for County access to the Stockrooms in hours other than normal business hours. If the County requires access to the Stockrooms at such times, it must contact such employee, who, upon demand for access, must within a reasonable time accompany County personnel in the Stockrooms.

2.4.2.3 Notwithstanding anything in this Agreement to the contrary, in the event of any type of emergency situation, the County, County's agents and County's employees may gain immediate access to the Stockrooms, unaccompanied by Contractor personnel by using the County's access cards. For purposes of this section, an emergency situation shall be a situation which creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

2.4.2.4 In addition to all other right of audit or inspections that the County may have under this Agreement, the County has the right to examine the inventory levels kept at the Stockroom at all reasonable times, and the County will have the right to perform any other reasonable examination of the Contractor's operations at all reasonable times and shall have access to the Stockrooms to conduct such examinations, subject to the procedures identified above.

2.5 No Security Interest

The County does not grant the Contractor any interest in any County property under this Agreement including any security interest in any County Parts while that inventory is being administered by the Contractor. Contractor shall indemnify, defend and hold County harmless from and against any cost, expense, loss or damage as a result of any such interests.

2.6 Personnel - Adequate Staffing

The Contractor shall assign and maintain during the term of this Agreement, and any extension hereof, an adequate staff of competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services in accordance with the Contractor's budget submittal. The level of staffing may be revised from time to time by notice in writing from the Contractor to the County and with written consent of the County. The Contractor will bear the cost of all staffing revisions unless the County requests additional staffing pursuant to a request for Additional Services under **Section 2.11.** Without limiting its remedies for default, the County may require the Contractor to increase its staffing levels at no additional cost to the County if the County determines that the Contractor is not providing the Services pursuant to the terms of this Agreement.

Contractor and County 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 County for any reason wishes to remove or replace any of the Contractor's personnel in the on-site store(s), the parties will attempt to resolve County's request by mutual agreement. If Contractor and the County fail to mutually resolve a personnel issue as set forth in this **Section 2.6**, Contractor will decide the issue in its sole discretion, provided that Contractor shall honor County's request in any instance in which such Contractor personnel has failed to comply with all applicable County employee and safety policies or applicable law or regulations or where Contractor otherwise would be entitled to re-assign or terminate such person for cause. Contractor also agrees that, prior to replacement of a Contractor Manager for any reason and regardless if said replacement is initiated by Contractor or County, Contractor will work with the County in hiring the replacement Manager. Contractor will provide documentation to the County of the replacement Manager's qualifications and experience for the County's approval of the replacement Manager.
For example, by way of illustration only, if the Contractor is not meeting the requirements contained in this Agreement through the staffing schedule contained in either the FDO/Fleet and/or PBCFRSS Annual Budget, such failure will be an Event of Default under this Agreement, and any increases in work force to cure the deficiency shall be solely at the expense of the Contractor.

2.7 Budget Process

The Contractor must prepare and operate within the approved FDO/Fleet and PBCFRSS Annual Budgets for delivery of the FDO/Fleet and PBCFRSS Services, respectively.

2.7.1 Contractor's Budget. On an annual basis, the Contractor shall develop and submit for the County's approval: i) a FDO/Fleet Annual Budget, and ii) PBCFRSS Annual Budget; each broken down by the County's Fiscal Year which reflects all costs relating to the Contractor's operating expenses to be incurred in connection with the Contractor's provision of the FDO/Fleet Services and PBCFRSS Services. Each Annual Budget shall itemize, by category of costs, the FDO/Fleet Services and PBCFRSS Services; respectively. The Contractor may not claim reimbursement for any cost or expense in any category of costs not specifically included in the approved FDO/Fleet or PBCFRSS Annual Budgets.

The Contractor agrees that it will, in the year covered by the FDO/Fleet or PBCFRSS Annual Budgets, perform FDO/Fleet Services or PBCFRSS Services and meet or exceed the requirements of this Agreement at or less than the amount in each category of costs contained in the approved FDO/Fleet or PBCFRSS Annual Budgets, individually. Any expenses in any category of costs incurred by the Contractor over such maximum amount in each category of costs in the FDO/Fleet Annual Budget or PBCFRSS Annual Budget will be borne solely by the Contractor, unless the FDO/Fleet Services and/or PBCFRSS Services required a change during the term of this Agreement.

2.7.2 **Deadlines for Submission.** The FDO/Fleet Annual Budget and PBCFRSS Annual Budget are due by January 8th of the year preceding the upcoming fiscal year. For example, the submittal for the Budget for fiscal year 2023 must be no later than January 8, 2022. Failure to provide a tentative budget by the foregoing date will constitute an Event of Default under this Agreement. The FDO/Fleet Annual Budget for fiscal year 2022 as submitted by the Contractor is **Supplement 1.C.** and the PBCFRSS Annual Budget for fiscal year 2022 as submitted by the Contractor is **Supplement 2.C.** of this Agreement.

2.7.3 **County Approval.** Neither the FDO/Fleet Annual Budget nor the PBCFRSS Annual Budget will be effective until approved by the Board during the County's normal budget process.

2.7.4 **Budget Not Approved.** If the tentative FDO/Fleet Annual Budget or the PBCFRSS Annual Budget submitted by the Contractor is not satisfactory to the County, the County and the Contractor shall negotiate a satisfactory FDO/Fleet Annual Budget and/or PBCFRSS Annual Budget within a reasonable time frame. Otherwise, either the FDO/Fleet Services or PBCFRSS Services will be terminated at the end of the then current Fiscal Year. If, for the same Fiscal Year, both FDO/Fleet and PBCFRSS are unable to negotiate a satisfactory annual budget within a reasonable time frame, this Agreement will be terminated at the end of the then current Fiscal Year.

2.8 Record Keeping and Reference Material

The Contractor shall maintain the following information to be available to the County and its agents at any time by the County's request:

2.8.1 **Records.** The Contractor shall maintain all records including, but not limited to County Part costs, salaries, and overhead expenses. All records pertaining to charges made to the County may include copies of electronic and hard data, books, records, correspondence, instructions, manuals, receipts, vouchers, time cards, and memorandums relating to this Agreement and in accordance with Florida Statutes. Access to this information shall be strictly limited to information directly related to the Parts and Services supplied to the County herein but in no way limits access to records otherwise required by **Article 5** and **Section 8.5**.

2.8.2 **Reference Files and Procedures.** The Contractor shall maintain or ensure access to service manuals, part manuals, service bulletins, lubrications charts, and other information necessary to procure and supply Parts to properly service and repair the County's fleet. These records become the property of the County at the expiration or termination of this Agreement.

2.9 Reporting Requirements

The Contractor's reporting requirements are as follows:

2.9.1 **Daily Reconciliation Report.** The Contractor shall submit a daily reconciliation report as described in **Attachments 1** and **2**.

2.9.2 **Monthly Invoice Report.** A report itemizing all parts invoiced for the month shall be submitted with the monthly invoice.

2.9.3 **Ad Hoc Reporting.** The County reserves the right to obtain additional reports as required at no additional cost which reports are reasonably capable of being produced by Contractor's System.

2.9.4 **Other**. Other reports as specifically required in this Agreement.

All reports required under this Section are referred to collectively as "Reports."

2.10 Standards of Performance

2.10.1 The Contractor shall perform all Services required of it under this Agreement with that degree of skill, care, and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Contractor acknowledges that it may be entrusted with or have access to records of the County, and with respect to that information, the Contractor agrees to be held to the standard of care of a fiduciary, provided, however, that the County's only remedy for the Contractor's breach of such fiduciary duty is a breach of contract claim and not a claim for breach of fiduciary duty.

2.10.2 The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall provide copies of any such licenses. The Contractor remains responsible for the professional and technical accuracy of all Services and Reports furnished, whether by the Contractor or its subcontractors or others on its behalf. All Reports shall be prepared in a form and content satisfactory to the County and delivered in a timely manner consistent with the requirements of this Agreement.

2.10.3 If the Contractor fails to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the County does not relieve the Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Reports. This provision in no way limits the County's rights against the Contractor either under this Agreement, at law or in equity.

2.11 Additional Services/Modification of Services

The County may desire to add Additional Services to this Agreement or to modify or delete services. Such Additional Services may be added to this Agreement by a written modification signed by both parties, if needed. The Parties must mutually agree in writing before Contractor is required to perform any additional services outside the scope of the Services.

ARTICLE 3
TERM AND TIMELINESS OF PERFORMANCE

3.1 Term of Performance

The initial term of this Agreement shall commence upon the Effective Date and will continue through December 3, 2028 or until this Agreement is terminated in accordance with its terms, whichever occurs first (the "Term"). Upon expiration of the initial term, this Agreement shall automatically be renewed for two (2) additional terms of one (1) year each, unless either party notifies the other party in writing of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or any extension thereof. If the term of this Agreement is extended as provided for herein then all references to the term of the Agreement shall also include such extension.

3.2 Timeliness of Performance

3.2.1 The Contractor shall provide the Services and Reports within the Term and within the time limits required by this Agreement, pursuant to the provisions of this Agreement. **Further, the Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of the Contractor to comply with the time limits described in this Agreement may result in economic or other losses to the County which shall be deducted from any funds owed to the Contractor by the County.** Notwithstanding the forgoing, Contractor shall make reasonable commercial efforts to meet required delivery times, but conditions out of Contractor's reasonable control, such as adverse traffic or weather conditions, may delay deliveries that are required from off-site locations. Contractor's employees shall make such deliveries in a manner consistent with safe and responsible driving practices.

3.2.2 Neither the Contractor nor the Contractor's agents, employees, or subcontractors are entitled to any damages from the County, nor are they entitled to be reimbursed by the County, for damages, charges, excess costs or other losses or expenses incurred by the Contractor by reason of delays or hindrances in the performance of the Services, whether or not the delays or hindrances are caused by the County.

3.2.3 Whenever performance by Contractor of any of its obligations is substantially prevented by reason of any act of God, major industrial or transportation disturbance, fire, floods, riots, acts of enemies, acts of terrorism, national emergencies or by any other cause not within the reasonable control of Contractor and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention.

ARTICLE 4
COMPENSATION

4.1 Payment Terms/Pricing

Contractor shall invoice FDO/Fleet and PBCFRSS individually for all inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. County agrees to pay the entire amount of all statements received from Contractor in accordance with the Local Government Prompt Payment Act, F.S., §218.70, following receipt of any such statement; provided that all costs set forth therein fall within the approved FDO/Fleet and PBCFRSS Annual Budget, all of the terms and conditons set forth in this **Article 4** and the applicable **Attachment 1** or **2** have been complied with, and Contractor has provided County with all supporting documentation that may be required.

PRICING PLAN*

NAPA Product Costs	For parts with costs $3500 or less each, billed to County at Jobber Net Pricing plus 8.5%
	For parts with costs greater than $3,500 each, billed to County at Jobber Net Pricing plus 5%
Non-NAPA Product Costs	For parts with costs $3,500 or less each, billed to County at current product acquisition cost plus 8.5%
	For parts with costs greater than $3,500 each, billed to County at current product acquisition cost plus 5%
Operational Costs	Billed to County at cost

*The County and the Contractor may mutually agree in writing that certain products may be billed to County at a rate lower than that which is set forth in the above pricing plan summary. The agreed upon lower price for a specific product will be documented by an email between the FDO/Fleet Division Director or the Fire Rescue Support Services Division Director, as applicable, and the Contractor's District Manager. Such email shall set out the product description, product line, NAPA price sheet, percent mark-up or discount, the term during which the price reduction will remain in effect and any other relevant data regarding the price reduction.

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

Operational Costs. Any and all costs and expenses associated with the operation of the on-site store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to Contractor employees at the on-site store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the on-site store(s) and inventory, any deductible for losses covered under the personal property insurance for the on-site stores, automobile liability, or general liability insurance policies of Contractor, all equipment supplied by Contractor, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. The Operational Costs are part of the "Payroll and Miscellaneous" subtotals in the Annual Budget). To achieve economies of scale, Contractor utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each on-site store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows Contractor to have fewer employees performing routine general administrative tasks such as paper work and filing at the on-site store(s), allowing Contractor counter personnel to focus more attention on serving the on-site store operations, and maximizing on-site cost efficiency.

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by Contractor as described herein.

4.1.1 NAPA Parts. Costs for all NAPA Parts sold to the County will be Jobber Net Pricing determined as of the date of issue and will be available to the County via the Contractor's online pricing portal. The Jobber Net Pricing reflected on the Contractor's online pricing portal will be automatically updated when prices change. Contractor will bill County for NAPA Parts at Jobber Net Pricing plus an eight and one half percent (8.5%) mark up, unless the part costs over $3,500, then the Contractor will reduce mark-up by at least five percent (5%) on the price.

4.1.2 Non-NAPA Parts. Costs for all Non-NAPA Parts, will be the current product acquisition cost of the part. Contractor will bill County for Non-NAPA Parts at the current product acquisition cost of the part plus an eight and one half (8.5%) mark up, unless the part costs over $3,500, then the Contractor will reduce mark-up to five percent (5%).

Contractor will provide online pricing portals separately for PBCFRSS and FDO/Fleet. PBCFRSS and FDO/Fleet will have their own sign-on and passwords for access to the portal. Operational Costs incurred by the Contractor will be charged to County at cost, with all such charges included in County's monthly billing statement. County will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, Contractor may use any subcontractor for the procurement of "outside" purchases or services (i.e. those parts or services not traditionally stocked or performed by Contractor), and County will be billed an additional charge for any such purchases at Contractor's cost plus eight and one half (8.5%) unless such purchases costs over $3,500, then the Contractor will reduce mark-up to five percent (5%).

4.2 Method of Payment

Payment will be made by check after commodities/services have been received, accepted and properly invoiced as indicated in this Agreement.

4.3 Criteria for Payment

At the end of each month, the Contractor will submit separate invoices to the County (one for FDO/Fleet and one for PBCFRSS) that must include the purchase order number, Contractor's monthly operating statement and any Reports required by the County to substantiate the costs and any expenses. No other invoices for Parts or expenses shall be accepted or paid. The costs for Services may not exceed the approved FDO/Fleet and PBCFRSS Annual Budget. The County will determine whether any rates, costs, and expenses invoiced are in accordance with an approved annual budget and the terms of the Agreement. The County will conduct daily and monthly checks to confirm the accuracy of the Contractor's invoicing of NAPA Parts by comparing the Jobber Net Pricing listed on the Contractor's online pricing portal to the Jobber Net Pricing reflected on the corresponding work order. All invoices for Non-NAPA Parts shall be submitted to County with evidence, which must be satisfactory to County in its reasonable discretion, of the actual price paid by Contractor for such parts. The County will also review the reconciliation and, as stated above, will pay only for those FDO/Fleet Parts or PBCFRSS Parts which have been properly reconciled through FMIS or AssetWorks, respectively to a work order. FDO/Fleet or PBCFRSS Parts issued by the Contractor and subsequently returned by the County unused must be fully credited back to the work order through FMIS or AssetWorks immediately upon return to the Contractor.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period, the County will notify the Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for work completed to the date of the notification will be made to the Contractor. No payments will be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

4.5 Local Vendor Preference

4.5.1 **Non-NAPA Parts.** Contractor will be required to utilize a Local Vendor for Non-NAPA Parts provided that the Local Vendor can meet all product specifications (including timeliness of delivery) and costs do not exceed 5% more than the price which Contractor can obtain the Part meeting identical specifications from a non-Local Vendor.

4.5.2 **NAPA Parts.** Contractor will be required to utilize a Local Vendor for NAPA Parts provided that the Local Vendor can meet all product specifications (including timeliness of delivery) and costs do not exceed 5% more than the Jobber Net Pricing for the NAPA Part meeting the same specifications. County will provide Contractor with a copy of all Local Vendor contracts (including contract pricing, which Contractor will reference/utilize when performing cost comparisons) applicable to this Agreement and will continue to do so throughout the term of this

Agreement.

4.5.3 **Glades Purchases.** In addition to any record-keeping obligations of the Contractor contained elsewhere in this Agreement, the Contractor agrees to maintain detailed records of the costs associated with the FDO/Fleet Outlying Facility located in Pahokee, Florida and shall provide to County a Report of the costs to compare the effectiveness (cost and performance) of acquiring NAPA Parts and/or Non-NAPA Parts through Glades Businesses on a monthly basis. In the event it is determined that acquisition through Glades Businesses is in the best interest of the parties hereto, then the County Administrator or designee, and the Contractor will enter into a written amendment to this Agreement specifying the terms pursuant to which acquisition through Glades Businesses would be accomplished.

4.6 **SBE Preference**

4.6.1 **Parts.** Contractor will be required to utilize a County certified Small Business Enterprise ("SBE") for Parts provided that the SBE can meet all product specifications (including timeliness of delivery) and costs do not exceed 10% more than the price which Contractor can obtain the Part meeting identical specifications from a non-SBE. Upon request, County shall provide to Contractor a list of all County certified SBEs specific to Contractor's Parts needs and operations under this Agreement.

4.6.2 **Outreach Coordination with the County's Office of Equal Business Opportunity (EBO).** Contractor shall work closely with the County's Office of EBO to identify SBEs that can provide the required Parts.

4.6.3 **SBE Price Preference Priority.** A business that receives an SBE price preference will not also receive a local preference. The SBE price preference will have priority over the local preference to the extent that the application of the local preference would result in the purchase from a non-SBE firm when an SBE firm meets the meets the requirements of this **Section 4.6.**

ARTICLE 5
RECORDS AND AUDITS

5.1 **Records**

5.1.1 The Contractor shall deliver all documents, including but not limited to, all invoices and Reports prepared for the County under the terms of this Agreement, to the County promptly and in accordance with the time limits prescribed in this Agreement. If no time limit is specified, then such documents shall be delivered to the County upon reasonable demand therefore or upon termination or completion of the Services required under this Agreement. If the Contractor fails to make such delivery upon demand, the Contractor shall pay to the County any damages the County may sustain by reason of Contractor's failure.

5.1.2 The Contractor must maintain all records not delivered to the County or demanded by the County, for a period of five (5) years after the record is produced by the Contractor.

5.2 Audits

5.2.1 The Contractor and the Contractor's sub-contractors must furnish the County with all information that may be requested directly pertaining to the performance and cost of the Services. The Contractor must maintain records showing actual time devoted and costs incurred. The Contractor must keep books, documents, paper, records, and accounts in connection with the Services open for audit, inspection, copying, abstracting, and transcription, and the Contractor must make these records available to the County and any other interested governmental agency at reasonable times during the performance of its Services.

5.2.2 To the extent that the Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, the Contractor must maintain and make similarly available to the County detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

5.2.3 The Contractor must maintain in Palm Beach County, for a period of five (5) years following the termination of this Agreement, Contractor's books, records, documents, and other evidence, and shall adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

ARTICLE 6
EVENTS OF DEFAULT, REMEDIES, TERMINATION AND SUSPENSION

6.1 Events of Default Defined

The following constitute Events of Default:

6.1.1 Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the County.

6.1.2 The Contractor's material failure to perform any of its obligations under the Agreement including any of the following:

(a) Failure due to a reason or circumstance within the Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the County or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within the Contractor's reasonable control; or

(e) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination or compliance of procedures and services with the provisions concerning non-discrimination.

6.1.3 The Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement, the County may also declare a default under any such other agreements.

6.1.4 Any other occurrence that is specifically identified as an Event of Default elsewhere in this Agreement.

6.2 <u>Remedies for Default</u>

6.2.1 The occurrence of any Event of Default permits the County, at the County's sole option, to declare the Contractor in default. Except in extraordinary circumstances, the County will give the Contractor written notice of default in compliance with **Article 7**, in the form of a cure notice ("Cure Notice") providing a thirty (30) day cure period.

6.2.2 The County may give a default notice in compliance with **Article 7** if the Contractor fails to affect a cure within the cure period given in a Cure Notice or if extraordinary circumstances exist ("Default Notice"). After giving a Default Notice, the County may invoke any or all of the following remedies:

1. The right to take over and complete the Services or any part of them;
2. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
3. The right of specific performance, an injunction or any other appropriate equitable remedy;
4. The right to money damages;
5. The right to withhold all or any part of the Contractor's compensation under this Agreement; and
6. The right to deem the Contractor non-responsible in future contracts to be awarded by the County for a two-year period.

6.2.3 If the County considers it to be in the County's best interests, it may elect not to declare the Contractor in default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits the Contractor to continue to provide the Services despite one or more Event of Default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the County waive or relinquish any of its rights.

6.2.4 The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County deems expedient.

6.3 Early Termination

6.3.1 In addition to termination pursuant to **Sections 2.7.4, 4.4, 6.2, , 8.7.1, 8.7.4, 8.17, 8.8** and **8.18** of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to the Contractor. The County will give a notice to the Contractor in accordance with the provisions of **Article 7**. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the County elects to terminate the Agreement in full, all Services to be provided under it must cease effective thirty (30) days after the date the notice is considered received as provided under **Article 7** of this Agreement (if no date is given) or upon the effective date stated in the notice.

6.3.2 After the notice is received, the Contractor must restrict its activities, and those of its sub-contractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in **Article 4**. Contractor hereby waives any claims for damages from this early termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, County only shall pay Contractor as provided herein. The payment so made to the Contractor will be in full settlement for all Services satisfactorily performed under this Agreement.

6.3.3 If the County's election to terminate this Agreement for default pursuant to **Sections 6.1** and **6.2** is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this **Section 6.3**.

6.4 Suspension

6.4.1 The County may request at any time that the Contractor suspend its Services, or any part of them, by giving fifteen (15) days prior written notice to the Contractor or without prior notice in the event of emergency. No costs incurred after the effective date of such suspension are allowed. The Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the County and such equitable extension of time as may be mutually agreed upon by the County and the Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under **Article 4** of this Agreement.

6.4.2 No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one Agreement Year. If the total number of days of suspension exceeds 45 days, the Contractor by written notice may treat the suspension as an early termination of this Agreement pursuant to **Section 6.3**.

6.5 <u>Disposition of Parts Inventory upon Expiration or Termination of Agreement</u>

6.5.1 <u>Non-NAPA Parts</u>. Upon the termination, expiration or non-renewal of any Section of this Agreement, the County will buy and the Contractor will sell any Contractor Parts which are Non-NAPA Parts held by the Contractor for County inventory pursuant to this Agreement, at the Contractor's current product acquisition cost for the Non-NAPA Parts as determined in the Contractor's System; provided that such parts were either: (i) initially purchased from the County by the Contractor; or (ii) included within the Monthly Non-NAPA Parts Inventory Report, as hereinafter defined, and specifically approved by the County to be included within the County's obligation to repurchase such parts in accordance with the procedure set forth below.

The Contractor agrees to keep inventory separate for FDO/Fleet and PBCFRSS. For example, if FDO/Fleet terminates service with Contractor, Contractor will provide Parts Inventory Report solely for the PBCFRSS. Additionally, Contractor agrees to keep Inventory Reports separately for each County division.

Within five (5) days of the end of each month, Contractor shall submit to both the FDO/Fleet and PBCFRSS individually, a monthly report that itemizes all Non-NAPA Parts in inventory as of the last day of each month ("<u>Monthly Non-NAPA Parts Inventory Report</u>"). Such Monthly Non-NAPA Parts Inventory Report shall, at a minimum, contain a full listing of all Non-NAPA Parts contained at FDO/Fleet Facilities and PBCFRSS Facilities, each by part description, part number, part quantity, current product acquisition cost and part location. County shall review such report and within ten (10) business days of County's receipt of such report provide Contractor with its written approval of which Non-NAPA Parts may be included within County's obligation to repurchase in accordance herewith. The County's failure to review a report and provide Contractor with its written approval of which Non-NAPA Parts may be included within the County's obligation to repurchase within the time frame set forth above shall be deemed an approval by the County of all the Non-NAPA Parts set forth on the report. Once the County approves specific Non-NAPA Parts included within a specific Monthly Non-NAPA Parts Inventory Report, it cannot, in a later month, reject such specific Non-NAPA Parts. Also, once Non-NAPA Parts are included within a specific Monthly Non-NAPA Parts Inventory report, the County will be obligated to re-purchase such parts at the termination, expiration or non-renewal of this Agreement. Contractor hereby acknowledges that County's approval of whether such Non-NAPA Parts may be included within the County's obligation to repurchase in accordance herewith may be granted or denied in the County's reasonable discretion. Furthermore, the parties acknowledge that Contractor's failure to submit the Monthly Non-NAPA Parts Inventory Report to the County shall not constitute a default under the terms of this Agreement, but will make Non-NAPA Parts that have yet to be approved for repurchase to be ineligible from being included within County's repurchase obligation as set forth herein. Notwithstanding anything contained herein to the contrary, upon County's termination of the Agreement for an Event of Default, County reserves and retains all of its available remedies for an Event of Default as set forth in **Section 6.2** of this Agreement.

6.5.2 <u>**NAPA Parts**</u>. Upon the termination, expiration or non-renewal of this Agreement, County will have the option, which may be exercised in the County's sole and absolute discretion, to purchase any NAPA Parts held by the Contractor pursuant to this Agreement. If the County elects to purchase any such NAPA Parts, the Contractor will sell them to the County at the current Jobber Net Pricing as reflected on the Contractor's online pricing portal.

6.5.3 <u>**Removal of Parts**</u>. The Contractor will remove any Contractor Parts not purchased by the County from the Service Spaces without charge to the County.

6.5.4 <u>**Reserved**</u>.

6.6 <u>**Orderly Transition/Return of the Service Spaces**</u>

6.6.1 Upon any expiration or termination of this Agreement, the Contractor must cooperate with the County in an orderly transition of the Parts management function to a new contractor or the County, at the County's option. Contractor must remove its property from the Service Spaces within fifteen (15) days.

6.6.2 At the termination or expiration for any reason of this Agreement or the Contractor's license as to any portion of the Service Spaces, the Contractor shall promptly, peaceably, quietly and in good order quit, deliver up and return the Service Spaces (or that portion as to which the license has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear excepted. The Contractor shall remove all Contractor Parts (subject to the County's right/obligation to purchase the parts as set forth in **Section 6.5**) and personal property from the Service Spaces or the portions of the Service Spaces within fifteen (15) days after the date of termination (subject to Contractor's obligation to cooperate with the County in an orderly transition under **Section 6.6**). Any property of the Contractor not removed by the Contractor in accordance with this Section is deemed abandoned, and the County may dispose of it, without any liability to the Contractor or any other person.

ARTICLE 7
<u>NOTICES</u>

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to County/Contractor shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax or email if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The County and Contractor hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the County at:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

Fire Rescue Administrator Palm Beach County Fire Rescue
405 Pike Rd
West Palm Beach, FL 33411
Fax: (561) 616-7080

With a copy to:

Director, Fleet Management Division
2601 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-4580

PBC Fire Rescue Fleet
2601 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 656-7027

PBC Fire Rescue Manager, Inventory Management
2601 Vista Parkway
West Palm Beach, FL 33411
Fax (561) 656-7013

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-3965

If to Contractor at:

Genuine Parts Company
Florida Division IBS Manager
Attn: Mark A. Smith
11716 North Florida Avenue
Tampa, FL 33612
Fax: (813) 935-8414

With a copy to:

Genuine Parts Company

Associate Counsel
2999 Wildwood Parkway
Atlanta, GA 30339
Fax: (770) 956-2216

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article. Notices delivered by mail are deemed received three days after mailing in accordance with this Section. Notices delivered personally are deemed effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Indemnification (General Liability)

The Contractor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and reasonable attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the Contractor, or anyone performing any act required of the Contractor in connection with performance of the Agreement. These obligations shall survive acceptance of any Services and payment by the County.

8.2 Copyright/Patent Indemnification

Contractor agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including attorney's fees, arising from or by reason of any actual or claimed trademark infringement or litigation with respect to the Parts supplied hereunder based on the trademarks owned by Contractor, or licensed to Contractor from NAPA. Contractor agrees to use reasonable commercial efforts to assist the County with processing any copyright or patent infringement claim against the applicable manufacturer.

8.3 Insurance Required

Before starting and through the term of the Agreement, the Contractor shall procure and maintain insurance of the types and to limits specified in **Exhibit 2.**

8.4 Assignments and Subcontracts

8.4.1 The Contractor will not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the County, which consent may be withheld in the County's sole and absolute discretion. The absence of such authorization or written consent will void the attempted assignment, delegation, or transfer, and the transactions so voided will have no effect as to the Services or this Agreement.

8.4.2 All subcontracts and all approvals of subcontractors are, regardless of their form, deemed conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. If any subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the County, the County has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by the Contractor personally or through any other County-approved subcontractor. Under no circumstance will the County's approval of a subcontractor relieve Contractor of any of its obligations or liabilities under this Agreement.

8.4.3 Upon entering into any agreement with a subcontractor, the Contractor shall furnish the County with a copy of that agreement. All subcontracts shall contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the subcontractors are subject to all the terms of this Agreement and are subject to the approval of the County. If the agreements do not prejudice any of the County's rights under this Agreement, such agreements may contain different provisions than are provided for in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

8.4.4 The Contractor will not transfer or assign any funds or claims due or to become due under this Agreement without the prior written consent of the County. The attempted transfer or assignment of any Agreement funds, or any interest in such funds which are due or will become due to the Contractor without such prior written consent, will have no effect upon the County.

8.4.5 The County expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement to any successor.

8.5 <u>Palm Beach County Office of the Inspector General</u>

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code Section 2-421, *et seq*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to procurements or any resulting contract.

8.6 <u>Applicable Law - Venue</u>

Unless otherwise specified, all provisions of this Agreement, including but not limited to interpretation, proposing, award, execution and implementation, shall be governed by the laws, rules, and regulations of the State of Florida. Venue of all disputes shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

8.7 Palm Beach County Equal Opportunity Clause

During the performance of this Agreement, the Contractor agrees as follows:

8.7.1 Nondiscrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, , disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor shall include this language in its subcontracts.

8.7.2 Recruitment. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information.

8.7.3 Federal Requirements. In the event this Agreement is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

8.7.4 Equal Business Opportunity Program. It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the "Board") that all segments of its business population including, but not limited to, small, local, minority and women owned businesses ("SBEs"), have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Agreement. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Agreement;
- Withholding of funds;
- Termination of the Agreement based upon a material breach of contract pertaining to the EBO Program compliance; and
- Suspension or debarment of Contractor from eligibility for providing goods or services to the County for a period not to exceed three (3) years.

The only Affirmative Procurement Initiative (API) applicable to this Agreement is set forth in **Section 4.6** of this Agreement. Contractor agrees to comply with **Section 4.6** "SBE Preference".

Contractor shall report all subcontractor payment information on EBO forms 3 and 4, or as otherwise required by the Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

Contractor shall pay subcontractors undisputed amounts within ten (10) days after County pays the Contractor. In the event of a disputed invoice, the Contractor shall send the subcontractor and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

Contractor must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

The Office of EBO has the right to review Contractor's records and interview Subcontractors.

8.8 Scrutinized Companies

8.8.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

8.8.2 When contract value is greater than $1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

8.8.3 If the County determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

8.9 Public Entity Crime Information Statement

As provided in F.S. §287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereon. This notice is required by F.S. §287.133(3)(a).

8.10 No Third Party Rights

Nothing in this Agreement, express or implied, is intended to nor shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Contractor.

8.11 Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

8.12 Independent Contractor

The Contractor is, and shall be, in the performance of all work, services, and activities under this Agreement, an independent contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control, and shall be paid directly by Contractor. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship, and the relationship of its employees, to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

8.13 Recording

Contractor shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

8.14 <u>Waiver, Accord and Satisfaction</u>

The consent or approval by County to or of any act by Contractor requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Contractor.

8.15 <u>Construction</u>

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

8.16 <u>Survival</u>

Notwithstanding any early termination of this Agreement, Contractor shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Contractor hereunder arising prior to the date of such termination.

8.17 <u>Public Records</u>

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Contractor does not transfer the records to the public agency.

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

Failure of the Contractor to comply with the requirements of this section shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

8.18 E-Verify - Employment Eligibility

Contractor warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's subcontractors performing any duties and obligations of this Contract are registered with the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

County shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor. If County terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

8.19 Effective Date of Agreement

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall not become effective before signed by all parties and approved by the Palm Beach County Board of County Commissioners.

8.20 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Participant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8.21 Human Trafficking Affidavit

Contractor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor has executed **Exhibit "3"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:	**PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by its Board of County Commissioners**
CLERK OF THE CIRCUIT COURT & COMPTROLLER	
By:______________________ Deputy Clerk	By:______________________ , Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	**APPROVED AS TO TERMS AND CONDITIONS**
By:______________________ Assistant County Attorney	By:______________________ Jason Crosby Acting Director, FDO

APPROVED AS TO TERMS AND CONDITIONS

By:______________________
Patrick J. Kennedy
Fire Rescue Administrator

CONTRACTOR

GENUINE PARTS COMPANY,
a Georgia corporation

By: Art Fischer
Art Fischer (Oct 13, 2025 16:02:20 EDT)
Art Fischer, Vice President

David Noble
David Noble (Oct 13, 2025 17:09:44 EDT)
(Witness)

David Noble
(Print Witness Name)

(SEAL)

Ryan Hayden
Ryan Hayden (Oct 13, 2025 09:24:33 EDT)
(Witness)

Ryan Hayden
(Print Witness Name)

EXHIBIT 1
COUNTY REAL PROPERTY

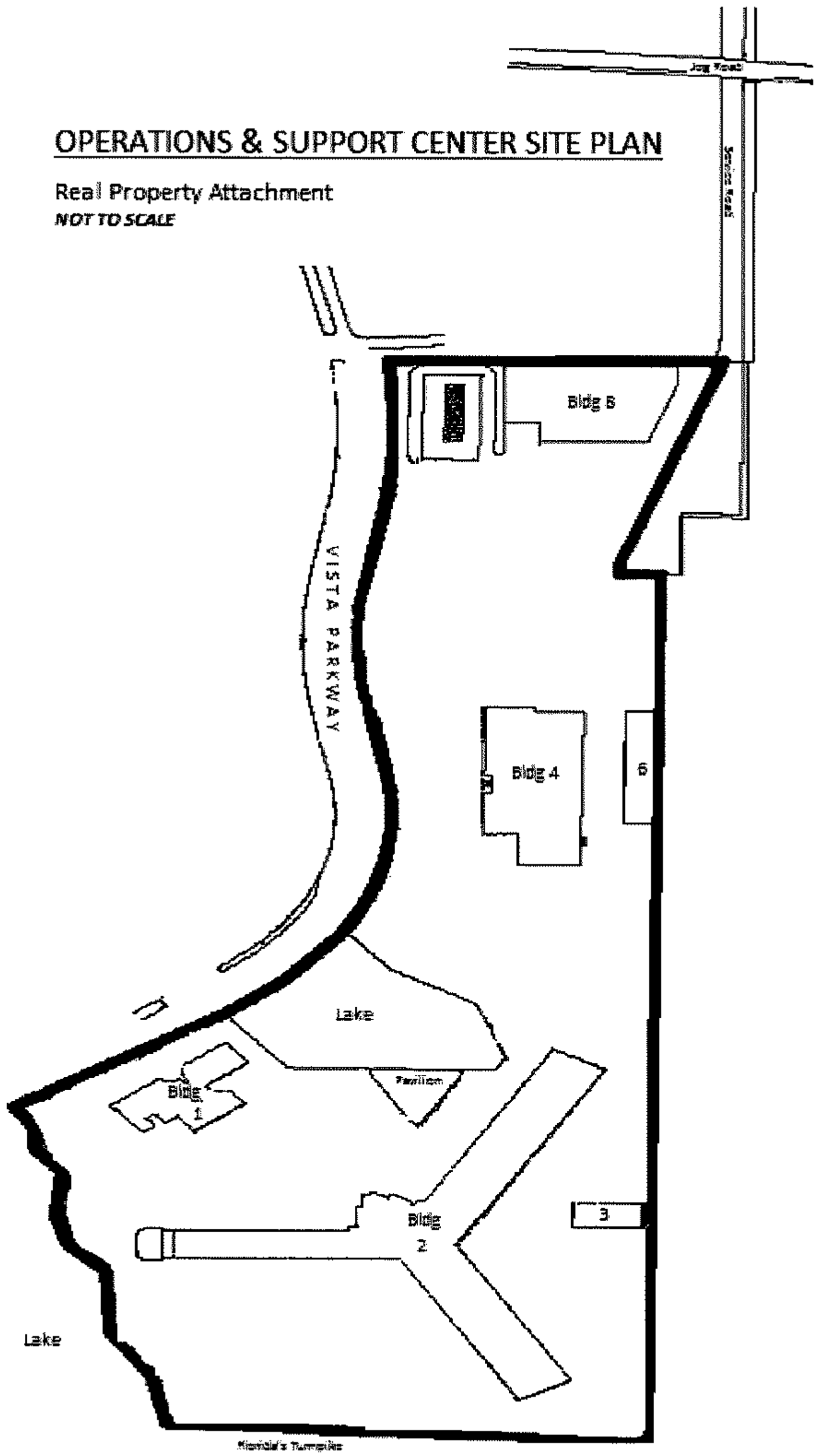

EXHIBIT 2
INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The Contractor shall procure and maintain in force such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in this Agreement or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the County certificates of such insurance, acceptable to the County; these certificates shall contain a provision for cancellation as found in **Paragraph 4** of **Section B** immediately below.

Insurance Required:

A. General

Simultaneously with the Contractor's execution of the Agreement, and through the term of this Agreement, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (3) below and provide evidence of the minimum amounts of insurance to:

Palm Beach County
c/o Ebix
Insurance Compliance
P.O. Box 100085-DX
Duluth, GA 30096
pbcounty@ebix.com Fax: (770)-325-0907
Phone: 951-652-8182

The Contractor shall, during the term of the Agreement and prior to each renewal thereof, provide such evidence of insurance to Ebix, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

All policies of insurance under this Agreement (with the exception of Workers' Compensation) shall include as additional insured Palm Beach County. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The Contractor shall procure and maintain in force during the life of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Workers' Compensation** - The Contractor shall procure and shall maintain in force during the life of this Agreement, Workers' Compensation Insurance providing statutory benefits as required by Florida law, including those that may be required by an applicable federal statute, for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide employer's liability insurance for all said employees.

2. **Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include

General Aggregate	$2,000,000
Products & completed operations	$2,000,000
Personal and advertising injury	$N/A
Each occurrence	$2,000,000
Fire Damage (any one fire)	$ 250,000

3. **Business Automobile Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

a. **$2,000,000** combined single limits each accident, for bodily injury and property damage liability

b. Owned Vehicles

c. Hired and Non-owned Vehicles

d. Employer Non-ownership

4. **Certificate of Insurance and Copies of Policies** - Certificates of Insurance shall be furnished to Palm Beach County through Ebix at pbcounty@ebix.com evidencing the insurance coverage specified in the previous paragraphs on a timely basis.

The required Certificates of Insurance shall list "Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees, as additional insured for the operations of the Contractor under this Agreement" (excluding the worker's compensation policy), shall name the types of policies provided, and shall refer specifically to this Agreement.

If the initial insurance expires prior to the completion of the Agreement, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Palm Beach County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation - Should any of the above described policies be cancelled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the below named certificate holder.

Title: NAPA Contract

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 3

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Genuine Parts Company dba NAPA Auto Parts ____________________ (Vendor) and attest that Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

______________________________ **Art Fischer, Vice President** __________________

(signature of officer or representative) (printed name and title of officer or representative)

State of Georgia, County of Gwinnett

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization this,

13th day of October 2025, by ________.

Personally known X OR produced identification ☐.

Type of identification produced ________________________________.

____

NOTARY PUBLIC

My Commission Expires: October 6, 2026 State of Georgia at large

BONNIE GANAS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 06, 2026
GWINNETT COUNTY, GEORGIA

(Notary Seal)

Art Fischer, Vice President

(signature of officer or representative) (printed name and title of officer or representative)

BONNIE GANAS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 06, 2026
GWINNETT COUNTY, GEORGIA

(Notary Seal)

ATTACHMENTS

ATTACHMENT 1 – FDO/FLEET SERVICES

SUPPLEMENT 1.A – FACILITIES AND HOURS OF OPERATION
SUPPLEMENT 1.B – CONTRACTOR PARTS MANAGEMENT
SUPPLEMENT 1.C – ANNUAL BUDGET FOR FY 2026

ATTACHMENT 2- PBCFRSS SERVICES

SUPPLEMENT 2.A – FACILITIES AND HOURS OF OPERATION
SUPPLEMENT 2.B – CONTRACTOR PARTS MANAGEMENT
SUPPLEMENT 2.C – ANNUAL BUDGET FOR FY 2026

ATTACHMENT 1 – FDO/FLEET SERVICES

This description of the FDO/Fleet Services is intended to be general in nature and is neither a complete description of the Contractor's Services nor a limitation on the FDO/Fleet Services that Contractor will provide under this Agreement. Contractor will perform the FDO/Fleet Services in accordance with the standards of performance set forth in **Section 2.10** of the Agreement. The FDO/Fleet Services also include, but are not limited to, those described in this Attachment and Supplements. The FDO/Fleet Services must be provided in accordance with the time limits for performance that are stated in this Agreement.

1.0 The Parts System and Reconciliation of Parts

1.1 The "Parts System" consists of the following:

1.1.1. The FDO/Fleet provided computers and the network for the FMIS System. The FMIS System consists of four personal computers and related network and software to support the FMIS application. All FMIS hardware and software is provided, maintained, supported, and paid for, by FDO/Fleet. FDO/Fleet will also maintain, support and pay for a web server which will be used to run all interface programs; and

1.1.2. The Contractor provided Contractor's System and the computer workstations and related equipment and required software, including, all custom software required by this Agreement to run Contractor's System and any interfaces to and from the FMIS System. The Contractor's System computers will not be connected to the County's network. The Contractor will maintain, support and pay for, the Contractor's System and the related equipment and software required to perform this Agreement.

1.2 The Contractor will provide a training manual regarding use and operation of the FMIS System to the Contractor's on-site employees.

1.3 Each party shall be responsible to secure and pay for all licenses (or sublicenses) for all software, if any, that is developed by a third party and included by either party as part of such parties respective system ("Third-party Software"). County shall reimburse Contractor for the costs of Third-party Software provided these costs are necessary and already included within the Annual Budget.

1.4 The parties acknowledge that Contractor's TAMS and TRACS computer software and systems, or any successor software and/or systems, and any other type of software and/or systems (including their successors) owned by Contractor and any modifications thereto, shall remain the sole property of Contractor. The parties further acknowledge that any software (including but not limited to the interface between the Contractor's system and the FMIS System) owned by FDO/Fleet shall remain the sole property of FDO/Fleet.

1.5 The Contractor's System interfaces shall work from the Contractor's System to the FMIS System. All Parts ordering and receiving shall be accomplished using the Contractor's ordering and billing system. Parts data will be interfaced upon demand into FMIS. It shall be the

Contractor's responsibility to correct any data not properly downloaded.

1.6 Using the Contractor's software, the Contractor is required to issue all Parts from inventory to valid work orders as identified in the FMIS System using the Contractor's System. Daily issues will be interfaced upon demand from the Contractor's System to the FMIS System. No Parts invoice will be paid unless it is interfaced from the Contractor's System to the FMIS System.

1.7 The Contractor will produce, on a daily basis in electronic format, a reconciliation report of all Parts transactions billed in the Contractor's invoicing system to the related transaction (issue) in FMIS. At a minimum, this reconciliation will match:

- part number
- part cost
- part quantity
- work order number and
- date/time

Any invoices not reconciling will be returned to the Contractor for non-payment until all issues identified are resolved. The items should not be billed to FDO/Fleet until they are fully reconciled with the FMIS System.

1.8 If at any time the Contractor's or the FMIS System may be inoperable, the Contractor shall keep a manual log of all parts transactions and as soon as the software/interface operations are restored, the Contractor shall resume inputting all requisite information, including data entry of manually logged information. FDO/Fleet has provided a reconciliation program between the Contractor's ordering and billing system and the FMIS System. This reconciliation program provides reports containing the following information at a minimum: (i) each Part transaction from the Contractor's ordering and billing system for the previous day from the Contractor's System that matches a transaction in the FMIS System (based on equipment number, work order number, part number, part quantity and part cost) and (ii) separately identifies those transactions from the previous day that do not match a related transaction in FMIS. It is up to the Contractor to resolve all non-reconciling items. FDO/Fleet will pay only for those items properly reconciled through the FMIS System that have been issued from the Contractor's ordering and billing system. This reconciliation also should be run at the end of each month and submitted with the Contractor's invoice for that month.

1.9 The Contractor's ordering and billing system will be responsible for checking inventory at the Contractor's warehouses and supporting store(s), ordering and receiving of inventory, receipt issues, and eventual billing of issued Parts that have been properly reconciled with the FMIS System as described above.

1.10 The Contractor must ensure that the Contractor's System automatically backs-up and stores all Parts-related information. The back-up of all Parts-related information must be stored in an off-site location, and such information must be stored in a manner that will allow FDO/Fleet or the Contractor to recover and reinstall such information expeditiously. All software and hardware related to the Contractor's business network of ordering, receiving and eventual billing of parts and supplies is provided by and maintained by the Contractor.

1.11 If at any time the Contractor performs any custom programming for FDO/Fleet's use in order to execute the scope of Services under this Agreement, the Contractor hereby grants to County a perpetual, irrevocable, fully paid, royalty-free license to use such custom-designed software (the "Custom Software") during the term of this Agreement.

1.12 Operating expenses, including but not limited to maintenance expenses, upgrade expenses, and licensing expenses for such systems shall be reimbursed by FDO/Fleet, provided that such expenses are required for the continued provision of the FDO/Fleet Services and are included within the approved FDO/Fleet Annual Budget.

2.0 Procurement, Management, Administration, and Distribution of Parts

2.1 Managing Inventory

The Contractor is responsible for managing the inventory of all Parts and distributing such Parts to County personnel as required by this Agreement. Contractor shall use reasonable good faith efforts to follow a policy of first in, first out for inventory dispersal. As of the Effective Date of this Agreement, the Contractor: (i) assumes the risk of loss for all FDO/Fleet Parts in the FDO/Fleet Stockroom; and (ii) is responsible for any inventory shortages and altered or damaged inventory in the FDO/Fleet Stockroom, unless such damage, losses, shortages, or alterations are caused by the negligent acts or omissions or willful misconduct of FDO/Fleet. The Contractor will be responsible for performing cycle counts in the FDO/Fleet Stockroom, at the FDO/Fleet Outlying Facilities and the FDO/Fleet Road Service Truck locations monthly or as requested by the Fleet Management Division Director or his/her designee.

2.2 Inventory Monitoring

If the Contractor identifies any inventory shortages or altered or damaged inventory at the FDO/Fleet Outlying Facilities or FDO/Fleet Road Service Truck locations as a Fleet Management Division issue, Contractor shall bill FDO/Fleet for such missing, altered or damaged inventory. In order to assist FDO/Fleet with monitoring inventory at the FDO/Fleet Outlying Facilities, the Contractor shall add or remove inventory only in the presence of the Fleet Management Division's location supervisor or authorized representative. The Contractor shall prepare a transmittal document itemizing inventory supplied or removed, and the Contractor shall obtain the location supervisor's signature upon delivery or removal. In order to assist FDO/Fleet with monitoring inventory at the FDO/Fleet Road Service Truck locations, the Contractor shall add or remove inventory only in the presence of the Fleet Management Division's Road Service Truck technician or authorized representative. The Contractor shall prepare a transmittal document itemizing inventory supplied or removed, and the Contractor shall obtain the FDO/Fleet Road Service Truck technician's signature upon delivery or removal of any inventory. Notwithstanding anything herein to the contrary, FDO/Fleet shall not be responsible for any inventory issued to the FDO/Fleet Outlying Facilities or FDO/Fleet Road Service Truck locations that has not been issued in accordance with the above procedures. The Contractor is responsible for all inventory maintained at the FDO/Fleet Stockroom. All Parts shall be issued by the Contractor using an itemized part(s) receipt. The Contractor shall obtain the technician's (or authorized representative's) signature and employee identification number at the time of issue. An accounting of all Parts issued during the previous business day shall be provided to the County in electronic format during the morning of the following business day.

2.3 Supply of Required Parts

The Contractor shall furnish all Parts required for the operation and maintenance of all County vehicles and equipment maintained by the County with no less than an 80% in-stock availability at FDO/Fleet Facilities for all Parts requested ("80% Part on Demand Rate"). The 80% Part on Demand Rate will be evaluated and measured by the County in FMIS on the work order level. The remaining 20% shall be procured in the most expeditious and cost effective manner as approved by the Fleet Management Division's Director or his/her designee. Contractor shall identify, establish, and manage all necessary sources of supply, place, process and track all orders with the various parts vendors, and process payment to the vendors for products purchased for use on FDO/Fleet's fleet. The County shall have the right to direct the Contractor to purchase Non-NAPA Parts when it is determined to be in the best interest of the County.

2.4 Hours of Operation

2.4.1 The Contractor shall, during the same hours set forth in **Supplement 1.A,** manage, operate and provide on-site counter service at the FDO/Fleet Stockroom with parts support at the FDO/Fleet Outlying Facilities and the FDO/Fleet Road Service Truck locations to ensure 80% Part on Demand Rate availability unless otherwise instructed by the FDO/Fleet.

2.4.2 The Contractor shall, if requested by FDO/Fleet, decrease or increase the hours of operation of any or all of the FDO/Fleet Service Spaces from those hours specified in **Supplement 1.A** as applicable. Any adjustments to the FDO/Fleet Annual Budget caused by such revisions will be accomplished by amendment to this Agreement, if needed.

2.4.3 Notwithstanding anything set forth herein to the contrary, in the event of any type of emergency situation or natural disaster, including, without limitation, a hurricane or other extreme weather event, whereby the County's Emergency Operations Dispatch Center is activated for such emergency situation or natural disaster, the Contractor shall upon notice from FDO/Fleet increase its hours of operation to those required of the Division of Fleet Management by the County's Emergency Operations Dispatch Center. FDO/Fleet will reimburse Contractor for the actual direct operational costs incurred by Contractor as a result of such increased hours of operation, during the pendency of the emergency situation or natural disaster (including, without limitation, the time period(s) immediately preceding and following the actual occurrence of the emergency situation or natural disaster).

2.5 Inventory / Parts Supply Services

From time to time, County may designate, at its discretion, certain Parts that must be maintained at each of the Facilities and on the Road Service Trucks and set inventory levels for such Parts.

The Contractor must maintain the required inventories of those Parts during the term of this Agreement. The quantity of the inventory will be subject to continuous review by County. On a monthly basis, County will provide a report listing all active vehicles and equipment including recent additions and removals from the fleet. The Contractor shall use this report to obtain and put into inventory wear items for such new equipment. It will be Contractor's responsibility to review the report in order to maintain the 80% Part on Demand Rate availability. The Contractor shall comply with any such changes at its expense within one (1) month of notification of revisions.

2.5.1 The Contractor must input to the Contractor's System all information relating to the Parts supply operations. Information on Parts issued must be transferred via interface from the Contractor's System to FMIS. The only authorized data regarding Parts issued for FDO/Fleet will be made via the FMIS interface. Failure to comply with this provision will be considered an Event of Default.

2.5.2 Shipping, delivery and freight will be billed to County at cost, with no mark-up.

2.5.3 County will not be responsible for fees, costs or charges, including restocking fees, resulting from Contractor order mistakes or errors.

2.5.4 During emergency situations, the County may obtain through other channels certain Parts considered critical to service and repair. After the emergency is resolved, the Contractor will hold these Parts in County Facilities, as applicable and will issue them for use on County vehicles or at County Facilities at no additional cost to County.

2.5.5 County may also obtain parts through outside commercial service repairs for County maintained vehicles.

2.5.6 County reserves the right to purchase any parts which are non-work order hardware or supplies outside of this Agreement where it is determined to be more economical or timely to do so.

2.5.7 County will not be responsible for fees, costs or charges related to uniforms for Contractor's employees.

2.6. Quality of Parts to be Furnished; Warranties on Parts

2.6.1 Administration of Warranties. The Contractor will administer all warranty claims for all Parts and will identify all Parts warranty issues. If the Contractor determines that failure of the Parts is not related to warranty issues, the Contractor will relay any findings to FDO/Fleet within a 24-hour period.

2.6.2 Warranty of Parts. All Parts supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Part, and Contractor will process all warranty claims that FDO/Fleet may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the County in connection with any warranty claims concerning the Parts supplied to the County pursuant to this Agreement. ALL OTHER

CONTRACTOR WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Copies of the manufacturers' warranties are available to FDO/Fleet upon request. If any Part is defective or inferior, the Contractor shall at no extra charge replace the Part with a Part meeting the intended application.

2.6.3 Quality of Parts to be Furnished. The following is in addition to the foregoing warranties. Parts shall be new and shall meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). At the discretion of FDO/Fleet, rebuilt parts may be used. However, if the original manufacturer has updated the quality of the parts for the current product, to the extent such updated quality is revealed to the aftermarket industry and updated aftermarket parts are manufactured, Contractor will attempt to procure such updated parts under the terms herein. At the request of FDO/Fleet, Contractor agrees to discuss the supply of any updated after-market or OEM parts with a FDO/Fleet-preferred manufacturer. The Fleet Management Division's Director (or his/her designee) shall specifically approve new product lines or changes to existing product lines before they are introduced for use. If more than one grade of Part is available that meets the requirement of this subsection, the Director of the Fleet Management Division (or his/her designee) may designate which grade will be made available for use. FDO/Fleet may at any time refuse any particular Part and require a specific substitute to be used. Rebuilt /remanufactured parts must conform to the manufacturer's reconditioning tolerances.

2.7 Road Service Trucks

The Contractor will advise FDO/Fleet on the most effective composition of Parts inventories to be maintained in FDO/Fleet Road Service Trucks. The Contractor must provide all inventory for these FDO/Fleet Road Service Trucks as determined by FDO/Fleet. Contractor will comply with all the procedures set forth in this Agreement in distributing Parts to FDO/Fleet Road Service Trucks. The Contractor will retain ownership of Parts that are inventoried on the FDO/Fleet Road Service Trucks. The Parts shall not be invoiced to FDO/Fleet until such time they are issued to a work order.

2.8. Parts Rebates

All manufacturers' rebates received by the Contractor for Parts ordered for use by FDO/Fleet will be given to FDO/Fleet as a price reduction reflected in the cost of the Parts and shall be reflected in the price for each part issued by the Contractor. The net monthly cost of parts charged to FDO/Fleet shall reflect all rebates. The Contractor shall provide FDO/Fleet with current rebate information on all Parts issued to FDO/Fleet. The Contractor shall also provide FDO/Fleet with the Contractor's monthly invoice, a report listing rebate detail for all Parts sold to FDO/Fleet for that month. At a minimum, this report shall include County name, Part number, quantity sold during the month, and total price before and after rebate and rebate percentage.

2.9. Core Credits

All Parts involving cores, for example water pumps, alternators, brake shoes, etc., are to be issued to FDO/Fleet without core charge. The used part will be provided to the Contractor as a credit within the core account for the core on the new Part. If it is later determined that the core was bad, then the core for the new Part may be charged to FDO/Fleet with the approval of the Fleet Management Division's Director, or his/her designee.

2.10 Reports

Contractor shall produce the Reports as set forth in **Section 2.9** (Reporting Requirements) of this Agreement.

SUPPLEMENT 1.A

FDO/FLEET MAINTENANCE FACILITIES AND HOURS OF OPERATION

FDO/Fleet Primary Facility (including the FDO/Fleet Stockroom)

Fleet Central
2601 Vista Parkway
West Palm Beach, FL 33411-5609

Monday – Friday, 6:30 a.m. to 5:00 p.m., excluding County recognized holidays

FDO/Fleet Outlying Facilities

Pahokee Shop
580 State Market Road
Pahokee, FL 33476

Monday – Thursday, 6:30 a.m. to 5:00 p.m., excluding County recognized holidays

South Region Shop
13026 Jog Road
Delray Beach, FL 33484

Monday – Friday, 6:30 a.m. to 5:00 p.m., excluding County recognized holidays

SUPPLEMENT 1.B
FDO/FLEET CONTRACTOR PARTS MANAGEMENT

1. Services:

- Order inventory and stock all Facilities to include the Road Service Trucks.
- Manage the Parts inventory at the Stockroom, Outlying Facilities and on the Road Service Trucks.
- Provide Parts operations for the County, in accordance with this Agreement.
- All required interfaces shall be working in accordance with this Agreement.
- Supply all required reports.
- Receive and sign for Fleet Management Division deliveries and forward to proper personnel.
- Deliver Parts required by the County to each of the Outlying Facilities and to the Road Service Truck locations.

SUPPLEMENT 1.C
FDO FLEET
ANNUAL BUDGET FOR FISCAL YEAR 2026

2026 NAPA IBS Expense Projection

WPB152 Budget Forecast	ACTUAL FY 2023	FY23 Monthly Forecast	ACTUAL FY 2024	FY24 Average Monthly	FY26 Monthly Forecast	FY26 Forecast
Cost of Parts Purchases	$3,357,851.21	$279,820.93	$3,847,088.60	$320,590.72	$368,679.33	**$4,424,151.94**
Mark-up from Cost of Part Purchases	$300,022.02	$25,001.84	$283,137.77	$23,594.81	$28,388.31	**$340,659.70**
TOTAL Purchases	$3,657,873.23	$304,822.77	$4,130,226.37	$344,185.53	$397,067.64	**$4,764,811.64**
Management Fees - 1.0%	$36,578.75	$3,048.23	$41,302.26	$3,441.86	$3,970.68	**$47,648.12**
Payroll Expenses	$287,071.82	$23,922.65	$271,719.99	$22,643.33	$24,907.66	**$298,891.96**
Pensions - .45%	$16,460.43	$1,371.70	$18,586.02	$1,548.83	$1,786.80	**$21,441.65**
TOTAL PAYROLL EXPENSES	$340,111.00	$28,342.58	$331,608.27	$27,634.02	$30,665.14	**$367,981.73**
Acctg & Data Proc. - .50%	$18,289.36	$1,524.11	$19,353.42	$1,612.79	$1,985.34	**$23,824.06**
General Office - .50%	$18,289.36	$1,524.11	$19,353.42	$1,612.79	$1,985.34	**$23,824.06**
Delivery Vehicle - Insurance	$5,677.01	$473.08	$2,025.16	$168.76	$453.62	**$5,443.48**
Delivery Vehicle - Maintenance and Fuel	$9,649.40	$804.12	$8,400.23	$700.02	$763.02	**$9,156.26**
Delivery Vehicle - Depreciation	$7,185.40	$598.78	$14,034.32	$1,169.53	$1,266.70	**$15,200.40**
Freight & Postage	$4,475.14	$372.93	$7,400.41	$616.70	$690.70	**$8,288.45**
Insurance	$5,877.97	$489.83	$6,554.53	$546.21	$595.37	**$7,144.43**
Store Expense	$1,052.68	$87.72	$2,014.33	$167.86	$490.15	**$5,881.81**
Telephone	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
TAMS	$11,430.75	$952.56	$11,588.75	$965.73	$1,033.33	**$12,399.97**
TOTAL MISC. EXPENSES	$81,927.07	$6,827.26	$90,724.57	$7,560.38	$9,263.58	**$111,162.92**
TOTAL EXPENSES	$422,038.07	$35,169.84	$422,332.84	$35,194.40	$39,928.72	**$479,144.65**
MISC. Adjustments	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
GRAND TOTAL SALES AND EXPENSES	$4,079,911.31	$339,992.61	$4,552,559.21	$379,379.93	$436,996.36	**$5,243,956.29**

ATTACHMENT 2- PBCFRSS SERVICES

This description of the PBCFRSS Services is intended to be general in nature and is neither a complete description of the PBCFRSS Services nor a limitation on the PBCFRSS Services that Contractor will provide under this Agreement. Contractor will perform the PBCFRSS Services in accordance with the standards of performance set forth in **Section 2.10** of the Agreement. The PBCFRSS Services also include, but are not limited to, those described in this Attachment and Supplements. The PBCFRSS Services must be provided in accordance with the time limits for performance that are stated in this Agreement.

1.0 The Parts System and Reconciliation of Parts

1.1 The Parts System. The Parts System consists of the following:

1.1.1 The PBCFRSS provided computers and network for the AssetWorks system. AssetWorks consists of two (2) personal computers and related network and software to support the AssetWorks application. All AssetWorks hardware and software is provided maintained, supported and paid for by PBCFRSS. PBCFRSS will also provide, maintain and pay for a web server which will be used to run all interface programs. PBCFRSS has purchased the interface for AssetWorks; and

1.1.2 Contractor's System consisting of the Contractor's ordering and billing system, interfaces and reconciliations to and from AssetWorks related hardware, and Custom Software, if any. The Contractor must supply and maintain all computer hardware and software necessary to connect the Contractor's System that it installs at PBCFRSS Stockrooms to the Contractor's supply network. The Contractor must ensure that the Contractor's System automatically backs-up and stores all Parts related information. The back-up of all Parts related information must be stored in an off-site location, and such information must be stored in a manner that will allow PBCFRSS or the Contractor to recover and reinstall such information expeditiously. All software and hardware related to the Contractor's business network of ordering, receiving and eventual billing of parts and supplies will be provided by and maintained by the Contractor. All of the foregoing operating expenses, including but not limited to, installation expenses, configuration expenses, maintenance expenses, upgrade expenses, licensing expenses for such systems, and interface and reconciliation programs to and from AssetWorks may be reimbursed by PBCFRSS, provided that such expenses are included within the approved PBCFRSS Annual Budget.

1.2 Contractor Training on AssetWorks. PBCFRSS shall provide training on AssetWorks to the Contractor's on-site employees. The purpose of this session will be to train Contractor employees to input information into AssetWorks. No access to AssetWorks will be allowed without prior proper training.

1.3 The Software.

1.3.1 Using Contractor's System, the Contractor will issue all parts to a valid work order as identified in AssetWorks. PBCFRSS will only pay for Parts that have been reconciled AssetWorks to a work order. If at any time the Contractor's or AssetWorks may be inoperable, the Contractor shall keep a manual log of all Parts transactions and as soon as the software/interface operations are restored, the Contractor shall resume inputting all requisite information, including data entry of manually logged information. If deemed necessary by PBCFRSS, which determination shall be made in PBCFRSS's sole discretion, PBCFRSS will provide at PBCFRSS's sole expense a reconciliation program between the Contractor's ordering and billing system and AssetWorks. Notwithstanding the foregoing, PBCFRSS shall not be obligated to incur any such costs or expenses in an amount greater than $50,000. This reconciliation program will provide reports containing the following information at a minimum: (i) each Part transaction from the Contractor's ordering and billing system for the previous day from the Contractor's System that matches a transaction in AssetWorks (based on equipment number, work order number, part number, part quantity and part cost) and (ii) separately identify those transactions from the previous day that do not match a related transaction in AssetWorks. It will be up to the Contractor to resolve all non-reconciling items. PBCFRSS will pay only for those items properly reconciled through AssetWorks which have been issued from the Contractor's ordering and billing system. This reconciliation also should be run at the end of each month and submitted with the Contractor's invoice for that month.

1.3.2 The Contractor's ordering and billing system will be responsible for checking inventory at the Contractor's warehouses and supporting store(s), ordering and receiving of inventory, receipt issues, and eventual billing of issued Parts that have been properly reconciled with AssetWorks as described above.

1.4 Custom Software.

1.4.1 In the event that the Contractor performs any custom programming, the Contractor hereby grants PBCFRSS a perpetual, irrevocable, fully paid, and royalty-free license to use such custom-designed software (the "Custom Software") during the term of this Agreement.

1.4.2 The parties acknowledge that Contractor's TAMS and TRACS computer software and systems, or any successor software and/or systems, and any modifications thereto, shall remain the sole property of Contractor. The parties further acknowledge that ownership of any software developed by or on behalf of PBCFRSS, including but not limited to the interface between the Contractor's System and AssetWorks, shall remain the sole property of PBCFRSS.

1.5 Third-party Software. Each party shall be responsible to secure and pay for all licenses (or sublicenses) for all software, if any, that is developed by a third party and included by either party as part of such parties respective system ("Third-party Software"). Contractor's costs incurred for any licenses for Third-party Software shall be borne by the Contractor and notwithstanding anything herein to the contrary such costs shall not be reimbursed by PBCFRSS.

1.6 Programming Language, Technical Specifications of System. Prior to performing any programming relating to AssetWorks and Contractor's System, the Contractor must contact PBCFRSS, and, if necessary, the County's Department of Information Systems Services to determine the proper programming language and/or other technical details to which the Custom Software must conform. If the Contractor fails to determine the proper programming language or other pertinent technical requirements and such failure leads to the development of Custom Software that does not interface or function properly with PBCFRSS existing or planned systems, then the Contractor will re-perform, at its sole expense, all programming work or other services that are necessary to correct the deficiency and notwithstanding anything herein to the contrary such expense shall not be reimbursed by PBCFRSS.

2.0 Procurement, Management, Administration, and Distribution of Parts

The Contractor shall provide all of the PBCFRSS Services described in this Agreement. The Contractor shall perform these PBCFRSS Services in such a way (and staff its operations adequately) so as to achieve the performance goals required by this Agreement.

2.1 Managing and Monitoring Inventory. The Contractor is responsible for managing the inventory of all Parts and distributing such Parts to PBCFRSS personnel as required by this Agreement. Throughout the term of the Agreement, the Contractor: (i) will assume the risk of loss for all PBCFRSS Parts in the PBCFRSS Stockroom; and (ii) will be responsible for any inventory shortages and altered or damaged inventory in the PBCFRSS Stockroom, unless such damage, losses, shortages, or alterations are caused by the negligent acts or omissions or willful misconduct of PBCFRSS. The Contractor will be responsible for performing cycle counts in the PBCFRSS Stockroom, at the PBCFRSS Outlying Facilities and the PBCFRSS Road Service Truck locations monthly or as requested by PBCFRSS. If the Contractor identifies any inventory shortages or altered or damaged inventory at the PBCFRSS Outlying Facilities, or PBCFRSS Road Service Truck locations as a PBCFRSS issue, Contractor shall bill the County for such missing, altered or damaged inventory. In order to assist PBCFRSS with monitoring inventory at the PBCFRSS Outlying Facilities, the Contractor shall add or remove inventory only in the presence of the PBCFRSS's location supervisor or authorized representative. The Contractor shall prepare a transmittal document itemizing inventory supplied or removed, and the Contractor shall obtain the location supervisor's signature upon delivery or removal. In order to assist PBCFRSS with monitoring inventory at the PBCFRSS Road Service Truck locations, the Contractor shall add or remove inventory only in the presence of the PBCFRSS Inventory Manager or his/her authorized representative. The Contractor shall prepare a transmittal document itemizing inventory supplied or removed, and the Contractor shall obtain the PBCFRSS Inventory Manager's signature upon delivery or removal of any inventory. Notwithstanding anything herein to the contrary, PBCFRSS shall not be responsible for any inventory issued to the PBCFRSS Outlying Facilities or PBCFRSS Road Service Truck locations that has not been issued in accordance with the above procedures. The Contractor is responsible for all inventory maintained at the PBCFRSS Stockroom. All Parts shall be issued by the Contractor using an itemized part(s) receipt. The Contractor shall obtain the manager's (or authorized representative's) signature and employee identification number at the time of issue. An accounting of all Parts issued during the previous business day shall be provided to PBCFRSS in electronic format during the morning of the following business day.

2.2 Supply of Required Parts. The Contractor shall furnish all Parts required for the operation and maintenance of all PBCFRSS vehicles and equipment with no less than an 80% in-stock, availability at all PBCFRSS Facilities for all Parts requested ("80% Part on Demand Rate"). The 80% Part on Demand Rate will be evaluated and measured by the County in AssetWorks on the work order level. The remaining 20% shall be procured in the most expeditious and cost effective manner as approved by the PBCFR Support Services Director or his/her designee. Contractor shall identify, establish, and manage all necessary sources of supply, place, process and track all orders with the various parts vendors, and process payment to the vendors for products purchased for use on PBCFRSS's fleet. PBCFRSS shall have the right to direct the Contractor to purchase Non-NAPA Parts when it is determined to be in the best interest of PBCFRSS.

From time to time, County may designate, at its discretion, certain Parts that must be maintained at each of the Facilities and on the Road Service Trucks and set inventory levels for such Parts. The Contractor must maintain the required inventories of those Parts during the term of this Agreement. The quantity of the inventory will be subject to continuous review by County. On a monthly basis, County will provide a report listing all active vehicles and equipment including recent additions and removals from the fleet. The Contractor shall use this report to obtain and put into inventory wear items for such new equipment. It will be Contractor's responsibility to review the report in order to maintain the 80% Part on Demand Rate availability. The Contractor shall comply with any such changes at its expense within one (1) month of notification of revisions.

2.2.1 The Contractor must input to the Contractor's System all information relating to the Parts supply operations. Information on Parts issued must be transferred via interface from the Contractor's System to AssetWorks. The only authorized data regarding Parts issued for PBCFRSS will be made via the AssetWorks interface. Failure to comply with this provision will be considered an Event of Default.

2.2.2 Shipping, delivery and freight will be billed to County at cost, with no mark-up.

2.2.3 County will not be responsible for fees, costs or charges, including restocking fees, resulting from Contractor order mistakes or errors.

2.2.4 During emergency situations, the County may obtain through other channels certain Parts considered critical to service and repair. After the emergency is resolved, the Contractor will hold these Parts in County Facilities, as applicable and will issue them for use on County vehicles or at County Facilities at no additional cost to County.

2.2.5 County may also obtain parts through outside commercial service repairs for County maintained vehicles.

2.2.6 County reserves the right to purchase any parts which are non-work order hardware or supplies outside of this Agreement where it is determined to be more economical or timely to do so.

2.2.7 County will not be responsible for fees, costs or charges related to uniforms for Contractor's employees.

2.3 Hours of Operation

2.3.1 The Contractor shall, during the same hours set forth in the attached **Supplement 2.A.**, manage, operate and provide on-site counter service at each PBCFRSS Stockroom with parts support at the PBCFRSS Outlying Facilities and the PBCFRSS Road Service Truck locations to ensure 80% Part on Demand Rate availability unless otherwise instructed by PBCFRSS.

2.3.2 The Contractor shall, if requested by the PBCFRSS decrease or increase the hours of operation of any or all of the PBCFRSS Service Spaces from those hours specified in **Supplement 2.A.** as applicable. Any adjustments to the PBCFRSS Annual Budget caused by such revisions will be accomplished by amendment to this Agreement, if needed.

2.3.3 After-Hours Call Out. The Contractor shall provide PBCFRSS with contact phone numbers for a primary and secondary after-hour contacts to arrange for, or provide, after-hour response to the PBCFRSS Primary Facility. PBCFRSS shall provide the Contractor's after-hour personnel with a list of persons who are authorized to order after-hour services. The Contractor shall respond within 90 minutes of receipt of the call from authorized PBCFRSS personnel. The Contractor will include on its monthly invoice the date and time of call-out, hours worked (portal to portal), and the name of the PBCFRSS authorizing personnel. PBCFRSS will compensate the Contractor at the hourly rate identified in the PBCFRSS Annual Budget with four (4) hour minimum per call-out.

2.3.4 Notwithstanding anything set forth herein to the contrary, in the event of any type of emergency situation or natural disaster, including, without limitation, a hurricane or other extreme weather event, whereby the County's Emergency Operations Dispatch Center is activated for such emergency situation or natural disaster, the Contractor shall upon notice from the County increase its hours of operation to those required by PBCFRSS Director. PBCFRSS will reimburse Contractor for the actual direct operational costs incurred by Contractor as a result of such increased hours of operation, during the pendency of the emergency situation or natural disaster (including, without limitation, the time period(s) immediately preceding and following the actual occurrence of the emergency situation or natural disaster).

2.4 Quality of Parts to be Furnished; Warranties on Parts

2.4.1 Administration of Warranties. The Contractor will administer all warranty claims for all Parts and will identify all Parts warranty issues. If the Contractor determines that failure of the Parts is not related to warranty issues, the Contractor will relay any findings to PBCFRSS within a 24-hour period.

2.4.2 Warranty of Parts. All Parts supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Part, and Contractor will process all warranty claims that PBCFRSS may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of PBCFRSS in connection with any warranty claims concerning the Parts supplied to PBCFRSS pursuant to this Agreement. ALL OTHER CONTRACTOR WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Copies of the manufacturers' warranties are available to PBCFRSS upon request. If any Part is defective or inferior, the Contractor shall at no extra charge replace the Part with a PBCFRSS Part meeting the intended application.

2.4.3 Quality of Parts to be Furnished. The following is in addition to the foregoing warranties. Parts shall be new and shall meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). At the discretion of PBCFRSS, rebuilt parts may be used. However, if the original manufacturer has updated the quality of the parts for the current product, to the extent such updated quality is revealed to the aftermarket industry and updated aftermarket parts are manufactured, Contractor will attempt to procure such updated parts under the terms herein. At the request of PBCFRSS, Contractor agrees to discuss the supply of any updated after-market or OEM parts with a PBCFRSS-preferred manufacturer. The PBCFRSS Director (or his/her designee) shall specifically approve new product lines or changes to existing product lines before they are introduced for use. If more than one grade of part is available that meets the requirement of this subsection, the PBCFRSS Director (or his/her designee) may designate which grade will be made available for use for the PBCFRSS Inventory Manager may designate which grade will be made available for the PBCFRSS Fleet. PBCFRSS may at any time refuse any particular Part and require a specific substitute to be used. Rebuilt /remanufactured parts must conform to the manufacturer's reconditioning tolerances.

2.5 Road Service Trucks. The Contractor will advise PBCFRSS on the most effective composition of PBCFRSS parts inventories to be maintained in the PBCFRSS Road Service Trucks. The Contractor must provide all inventory for these PBCFRSS Road Service Trucks as determined by PBCFRSS. Contractor will comply with all the procedures set forth in this Agreement in distributing Parts to the PBCFRSS Road Service Trucks. With respect to Parts to be stocked on PBCFRSS Road Service Trucks, the Contractor will issue the Parts to the PBCFRSS pursuant to a Work Order. The Parts shall not be invoiced to PBCFRSS until such time they are issued to a Work Order. Following issuance of such Work Order, PBCFRSS may stock such Parts on PBCFRSS Road Service Trucks, and PBCFRSS will retain ownership of Parts that are inventoried on the PBCFRSS Road Service Trucks.

2.6 Parts Rebates. All manufacturers' rebates received by the Contractor for Parts ordered for use by PBCFRSS will be given to PBCFRSS as a price reduction reflected in the cost of the PBCFRSS Parts and shall be reflected in the price for each part issued by the Contractor. The net monthly cost of parts charged to PBCFRSS shall reflect all rebates. The Contractor shall provide PBCFRSS with current rebate information on all PBCFRSS Parts issued. The Contractor shall also provide PBCFRSS with the Contractor's monthly invoice, a report listing rebate detail for all Parts sold to PBCFRSS for that month. At a minimum, this report shall include PBCFRSS name, part number, quantity sold during the month, and total price before and after rebate and rebate percentage.

2.7 Core Credits. All PBCFRSS Parts involving cores, for example water pumps, alternators, brake shoes, etc., are to be issued to PBCFRSS without core charge. The used part will be provided to the Contractor as a credit within the core account for the core on the new PBCFRSS Part. If it is later determined that the core was bad, the core for the new PBCFRSS Part may be charged to PBCFRSS, subject to the appropriate PBCFRSS approval.

2.8 Reports. Contractor shall produce the Reports as set forth in Section 2.9 (Reporting Requirements) of this Agreement.

SUPPLEMENT 2.A

PBCFRSS FACILITIES
AND HOURS OF OPERATION

<u>PBCFRSS Primary Facility (including the Stockroom)</u>

PBCFRSS
2601 Vista Parkway
West Palm Beach, FL 33411-5609

Monday – Friday, 7:00 a.m. to 5:30 p.m. (excluding County recognized holidays)

<u>PBCFRSS Outlying Facility</u>

Fire Station #42
14276 Hagen Ranch Rd.
Delray Beach, FL 33466

Monday – Friday, 7:00 a.m. to 5:30 p.m. (excluding County recognized holidays)

SUPPLEMENT 2.B
PBCFRSS CONTRACTOR PARTS MANAGEMENT

1. Services:

- Order inventory and stock all PBCFRSS Facilities to include the PBCFRSS Road Service Trucks.
- Manage the Parts inventory at the PBCFRSS Stockroom, PBCFRSS Outlying Facilities and on the PBCFRSS Road Service Trucks.
- Completely take over the Parts operations for the County, in accordance with this Agreement.
- All required interfaces shall be installed and working in accordance with this Agreement.
- Supply all required Reports.
- Receive and sign for Fire Rescue Support Services Division deliveries and forwarding to proper personnel.
- Deliver Parts required by PBCFRSS to each of the PBCFRSS Outlying Facilities and to the PBCFRSS Road Service Truck locations.

SUPPLEMENT 2.C
PBCFRSS ANNUAL BUDGET FY2026

Palm Beach County Fire IBS Projection For FY 2026

WPB167 Budget Forecast	ACTUAL		FORECASTED ACTUAL		2026	
	FY24 Results		YTD 2025		PROJECTION	
TOTAL PURCHASES	$3,579,808.71	100.00%	$3,860,377.41	100.00%	$4,066,928.56	100.00%
Cost of Parts Purchases	$3,298,432.36	92.14%	$3,559,713.51	92.21%	$3,773,296.32	92.78%
Mark-up from Cost of Part Purchases	$281,376.35	7.86%	$300,663.90	7.79%	$293,632.24	7.22%
Management Fees - 1.0%	$35,798.09	1.00%	$38,603.77	1.00%	$40,669.29	1.00%
Payroll Expenses	$258,477.14	7.22%	$268,180.74	6.95%	$278,907.97	6.86%
Pensions - .45%	$16,109.14	0.45%	$17,371.70	0.45%	$18,301.18	0.45%
TOTAL PAYROLL EXPENSES	$310,384.37	8.67%	$324,156.21	8.40%	$337,878.43	8.31%
Acctg & Data Proc. - .49%	$17,541.06	0.49%	$18,915.85	0.49%	$19,927.95	0.49%
General Office - .50%	$17,899.04	0.50%	$19,301.89	0.50%	$20,334.64	0.50%
Delivery Vehicle - Insurance	$1,579.56	0.04%	$1,368.96	0.04%	$1,579.56	0.04%
Delivery Vehicle - Maintenance and Fuel	$2,538.02	0.07%	$3,620.91	0.09%	$3,896.60	0.10%
Delivery Vehicle - Depreciation	$321.00	0.01%	$2,671.26	0.07%	$9,722.04	0.24%
Freight & Postage	$80,291.08	2.24%	$108,738.06	2.82%	$115,262.34	2.83%
Insurance	$7,069.68	0.20%	$8,176.29	0.21%	$4,956.87	0.12%
Store Expense	$11,976.05	0.33%	$16,000.64	0.41%	$16,924.67	0.42%
Telephone	$759.50	0.02%	$765.08	0.02%	$810.98	0.02%
TAMS	$11,124.65	0.31%	$11,031.95	0.29%	$11,031.95	0.27%
TOTAL MISC. EXPENSES	$151,099.65	4.22%	$190,590.87	4.94%	$204,447.60	5.03%
TOTAL EXPENSES	$461,484.01	12.89%	$514,747.08	13.33%	$542,326.03	13.34%
MISC. Adjustments	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
TOTAL OPERATIONAL EXPENSES	$459,100.03	12.82%	$514,747.08	13.33%	$542,326.03	13.34%
GRAND TOTAL PURCHASES AND EXPENSES	$4,038,908.74	112.82%	$4,375,124.49	113.33%	$4,609,254.59	113.34%