

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 18, 2019

Presenter's Name and Title: Anthony Collins, Director of Public Works on behalf of Public Works Department

Prepared By: Kristy Gilbert

Temp. Reso. Number: 7015

Item Description: Temp. Reso. #R7015, approving an agreement for Contractor Operated Parts Store Services with Genuine Parts Company D/B/A NAPA Auto Parts in the annual amount of \$585,000, commencing October 1, 2019 through September 30, 2021; utilizing the Hernando County Contract No. 14-R00095; authorizing the City Manager to execute the agreement. *(Anthony Collins, Director of Public Works).*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Public Works request execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$585,000 for Fiscal Year 2020 ("FY20") are included in the FY2020 budget in Account No. 503-50-521-519-000-604616, entitled "Reimbursable Parts" in the amount of \$575,000 and Account No. 001-50-509-519-000-604640 entitled R&M Machinery" in the amount of \$10,000, subject to appropriation by the City Commission.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7015
 - Exhibit A: NAPA Auto Parts Store Piggyback Contract
 - Exhibit B: Hernando County Contract No. 14-R00095
- Attachments
 - Attachment 1: RFP No. 14-R00095



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *Fol* 

BY: Anthony Collins, Director of Public Works

DATE: September 12, 2019

RE: Temp. Reso. No. 7015 approving an agreement for contractor operated parts store services with Genuine Parts Company D/B/A NAPA Auto Parts in the annual amount of \$585,000

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7015, approving an agreement for contractor operated parts store services with Genuine Parts Company D/B/A NAPA Auto Parts. The agreement in the annual amount of \$585,000, utilizes the Hernando County Contract No. 14-R00095 and will be effective for a term commencing October 1, 2019 through September 30, 2021.

ISSUE: City Commission approval is required for expenditures exceeding the \$75,000 per vendor limit. This purchase authorizes an expenditure in the amount of \$585,000 for Fiscal Year 2020 ("FY20"). Pursuant to Section 2-413(7) of the City Code, cooperative purchasing plans are exempt from competitive purchasing requirements.

BACKGROUND: The City's Public Works Department, Fleet Maintenance Program is responsible for overseeing the repair and maintenance of all City vehicles and equipment. These services are accomplished by fleet mechanics employed within the City's fleet maintenance facility with parts from the City's fleet parts inventory.

In 2013, following a competitive bid process, the City Commission adopted Resolution No. 13-108, awarding an agreement to provide exclusive turnkey parts operation using an on-site inventory control room. The agreement commenced on July 16, 2013 and expired on July 15, 2015. The City Commission subsequently renewed the Agreement for three additional one-year renewal terms. On September 5, 2018, the City Commission adopted Resolution No. 18-173 approving an agreement utilizing the National Joint Powers Alliance Contract. The contract term expired on July 20, 2019 but was administratively extended through September 30, 2019, as permitted by applicable City Code. The administrative extension allows the new contract term to commence at the start of the next fiscal year.

and also afforded staff the opportunity to finalize contract negotiations with NAPA regarding utilizing the Hernando County contract.

Hernando County competitively solicited Request for Proposal No. 14-R00095 and awarded an agreement to NAPA, as the solicitation's highest ranked bidder, for the provision of a contractor operated parts store. Hernando County contract No. 14-R00095 with NAPA commenced effective from October 1, 2014 for a term of three years through September 30, 2017. On September 29, 2017, the contract was renewed by the county for an optional two year term through September 30, 2019. The contract contains provisions for consideration of a second optional two year renewal, and on August 12, 2019, Hernando County renewed the contract for the second two year renewal term through September 30, 2021. NAPA has agreed to extend the same price, terms, and conditions of its contract with Hernando County to the City of Miramar. The Procurement Department has reviewed the contract terms and pricing and confirmed that utilizing the contract is in the City's best interest.

The scope of services provides for the storage and dispensing of parts within the Inventory Control Room for exclusive sale to the City; daily delivery of parts to meet mechanic demand; and provision of parts during emergency events.

The contracting of the fleet inventory control room to a single vendor continues to improve parts availability for mechanics and reduces inventory management costs. This arrangement also allows the fleet mechanics to focus on keeping vehicles and equipment in operation rather than the investment and business of inventory control. NAPA will continue to provide parts, supplies and equipment to fleet mechanics in the maintenance and repair of City vehicles. Parts are procured when they are delivered to mechanics at the parts window.

The project manager is Robert Samuels, Fleet & Transit Operations Manager.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AGREEMENT FOR CONTRACTOR OPERATED PARTS STORE SERVICES WITH GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS IN THE ANNUAL AMOUNT OF \$585,000, COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2021; UTILIZING THE HERNANDO COUNTY CONTRACT NO. 14-R00095; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the repair and maintenance of City vehicles and equipment occurs at the City's fleet maintenance facility; and

WHEREAS, Hernando County competitively solicited Request for Proposal No. 14-R00095 and awarded an agreement to NAPA, as the solicitation's highest ranked bidder, for the provision of contractor operated parts store services; and

WHEREAS, Hernando contract No. 14-R00095 with NAPA, attached hereto as Exhibit "B" is effective from October 1, 2014 for a term of four years through September 30, 2017; and

WHEREAS, on September 29, 2017, Hernando County renewed the agreement for the first optional two year terms through September 30, 2019; and

WHEREAS, on August 12, 2019, Hernando County renewed the agreement for the second optional two year terms through September 30, 2021; and

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WHEREAS, Section 2-413(7) of the City Code authorizes the City to participate in purchasing plans with other public agencies within this and other states, provided that the source selection methods used are substantially equal to the source selection methods in the City Code; and

WHEREAS, City Commission approval is required for purchases exceeding the \$75,000 per vendor limit, in accordance with Section 2-412(a)(1) of the City Code; and

WHEREAS, the Fleet Maintenance Program wishes to utilize the services of NAPA for the provision of contractor operated parts store services, under the terms and conditions of Hernando County contract No. 14-R00095; and

WHEREAS, NAPA will continue to have use of the Fleet Maintenance Facility Inventory Control Room for the storage and dispensing of parts for exclusive sale to the City; and

WHEREAS, NAPA will continue to furnish administrative staff with parts and supplies necessary to maintain the City's fleet of vehicles and equipment consistent with fleet practices; and

WHEREAS, the City Manager recommends approval of an agreement with NAPA for contractor operated parts store services, utilizing Hernando County contract No. 14-R00095; for a term commencing October 1, 2019 through September 30, 2021, in the annual amount of \$585,000; and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve, and authorize the City Manager to execute, an appropriate agreement with Genuine Parts Company D/B/A NAPA Auto Parts for a term commencing October 1, 2019 through September 30, 2021, in the annual amount of \$585,000, for contractor operated parts store services, utilizing Hernando County contract No. 14-R00095.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves an agreement with Genuine Parts Company D/B/A NAPA Auto Parts for a term commencing October 1, 2019 through September 30, 2021, in the annual amount of \$585,000, for contractor operated parts store services, utilizing Hernando County contract No. 14-R00095.

Section 3: That the City Manager is authorized to execute an agreement with Genuine Parts Company D/B/A NAPA Auto Parts in the form attached hereto as Exhibit “A”, together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

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Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

EXHIBIT A

CITY OF MIRAMAR AGREEMENT FOR CONTRACTOR OPERATED PARTS STORE SERVICES (Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2019, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 ("City"), and Genuine Parts Company D/B/A NAPA Auto Parts ("Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement ("Agreement") with the City to provide to the City Contractor Operated Parts Store Services at the City's Fleet Maintenance Facility utilizing the Inventory Control Room for exclusive sale to the City; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Hernando County and the Contractor as set forth in the Hernando County Request for Proposal No. 14-R00095, entitled "Contractor Operated Parts Store Services" ("RFP"); and

WHEREAS, the section 2-413 of the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. **Term.** The term of this Agreement commences October 1, 2019 and continues through September 30, 2021, unless terminated earlier by its terms.

Section 2. **Contract Terms.** The Contractor agrees to provide to the City the storage and dispensing of parts within the Inventory Control Room for exclusive sale to

the City; daily delivery of parts to meet mechanic demand; and provision of parts during emergency events as set forth in the Contractor's contract with Hernando County dated October 1, 2014, attached as Attachment 1. These services are hereafter referred to as the "Work." The attachment hereto is incorporated into this Agreement for all purposes (collectively, the "Contract Documents"). In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement and Exhibit "B."

The following additional provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Alicia Ayum shall be the City Representative and may be reached at 954-602-3121.

B. The "City of Miramar" shall be deemed substituted for "Hernando County, Florida" with regard to any and all provisions of the RFP, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the RFP (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

C. Contractor shall not commence work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City. Contractor shall complete the work in accord with the Contract Documents.

Section 3. Open End Contract. The Contractor acknowledges that this Agreement is an open end contract. Accordingly, no guarantee is expressed or implied as to the total quantity of commodities/services to be purchased hereunder or under any renewal. The City reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order to Contractor, or use another contractor for the same or

similar services. No purchase hereunder is authorized without a written order by the City containing the quantity, time of delivery, and other pertinent data. Notwithstanding the foregoing, for items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City Manager
 City of Miramar
 2300 Civic Center Place
 Miramar, Florida, Florida 33025

Copy to: Burnadette Norris-Weeks, Esq.
 City Attorney
 Austin Pamies Norris Weeks, P.L.L.C.
 401 North Avenue of the Arts (NW 7th Ave)
 Fort Lauderdale, Florida 33311

For Contractor: Attn: Coleman Foley
 Genuine Parts d/b/a NAPA Auto Parts
 9250 Northwest 58th Street
 Miami, Florida 33178

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. Public Records.

CONTRACTOR shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of 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, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Section 8. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY:

City of Miramar

By: _____
Vernon E. Hargray
City Manager

Date: _____

By: _____
Denise Gibbs
City Clerk

Date: _____

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

By: _____
City Attorney
Austin Pamies Norris Weeks, P.L.L.C.

CONTRACTOR:
GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____



DEPARTMENT OF PURCHASING AND CONTRACTS

EXHIBIT "B"

1653 BLAISE DR. ♦ BROOKSVILLE, FLORIDA 34601

P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

August 12, 2019

(via email: eric_maurey@genpt.com)

Genuine Parts Company d/b/a NAPA Auto Parts
11716 N. Florida Avenue
Tampa, FL 33612

RE: Renewal of Contract #14-R00095 for Contractor Operated Parts Store (COPARS)

Dear Mr. Maurey:

Please be advised that the renewal to the above-referenced contract with your firm has been awarded at the current terms and conditions. The effective date of the renewal term is from October 1, 2019 through September 30, 2021.

To remain compliant, all insurance for your company must be current, up to date and in the amounts as required in the Contract.

Thank you for your continued interest in serving the needs of Hernando County. If you have any questions regarding this contract, please contact Kevin Browning, Fleet Manager, at (352) 754-4023.

Sincerely,

A handwritten signature in black ink, appearing to read "James S. Wunderle".

James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer

JSW/ph

pc via email: Kevin Browning, Fleet Manager
Brenda Peshel, Fleet Finance Coordinator

cc: Contract File No.14-R00095, BOCC Approval Doc Id No.9607



DEPARTMENT OF PURCHASING AND CONTRACTS

20 NORTH MAIN STREET ♦ ROOM 365 ♦ BROOKSVILLE, FLORIDA 34601
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

September 29, 2017

(via email: john_crane@genpt.com)

Genuine Parts Company d/b/a NAPA Auto Parts
11716 N. Florida Avenue
Tampa, FL 33612

RE: Renewal of Contract #14-R00095 for Contractor Operated Parts Store (COPARS)

Dear Mr. Crane:

Please be advised that the renewal to the above-referenced contract with your firm has been awarded at the current terms and conditions. The effective date of the renewal term is from October 1, 2017 through September 30, 2019.

Attached is an Amendment to the contract to include Federal Procurement Clauses. Kindly sign these documents and return to me at your earliest convenience.

Thank you for your continued interest in serving the needs of Hernando County. If you have any questions regarding this contract, please contact John Walker, Fleet Manager, at (352) 754-4023.

Sincerely,

A handwritten signature in blue ink that reads "James S. Wunderle".

James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer

JSW/ph

pc via email: John Walker, Fleet Manager
Wil Stewart, Finance Coordinator

cc: Contract File #14-R00095



AGREEMENT FOR 14-R0095 CONTRACTOR OPERATED PARTS STORE SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between HERNANDO County, a political subdivision of the State of Florida, herein after referred to as the "County" and Genuine Parts Company d/b/a NAPA Auto Parts, a Georgia corporation, licensed to do business in the State of Florida (hereinafter referred to as "Genuine Parts d/b/a NAPA Auto Parts" or "Contractor" or "Company").

WITNESSETH

WHEREAS the County intends to undertake the Project described as "Contractor Operated Parts Store", and employ Company in connection with this Project; and,

WHEREAS, the County issued RFP #14-R00095/RW on June 9, 2014; and,

WHEREAS, the County evaluated and ranked the proposals received and found GENUINE PARTS D/B/A NAPA Auto Parts qualified to perform the necessary services, and

WHEREAS, GENUINE PARTS D/B/A NAPA Auto Parts has reviewed the scope of services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

NOW, THEREFORE, the County and GENUINE PARTS D/B/A NAPA Auto Parts, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR OPERATED PARTS STORE SERVICES

A. GENUINE PARTS D/B/A NAPA Auto Parts agrees to diligently provide Contractor Operated Parts Store services and to perform the required services in the manner described in, Scope of Services IN RFP#14-R00095, attached hereto and incorporated herein.

B. This Agreement shall commence immediately upon the execution of this Agreement by both the County and GENUINE PARTS D/B/A NAPA Auto Parts, and upon GENUINE PARTS D/B/A NAPA Auto Parts receipt of the written Notice to Proceed from the County's Chief Procurement Officer, and shall continue through the completion of the contract in accordance with Exhibit B, Project Schedule, attached hereto and incorporated herein.

II. TERM

The initial term of this Agreement shall be for a three (3) year period beginning on **October 1, 2014**. There will be an option to extend the Agreement for two (2) additional one (2) year terms, contingent upon approval of both the County and the Contractor at time of extension.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. GENUINE PARTS D/B/A NAPA Auto Parts represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into the Agreement.

B. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify GENUINE PARTS D/B/A NAPA Auto Parts if the necessary appropriation is not made. If this Agreement is terminated by the County as a result of an inability to appropriate funds, the County shall not be relieved of any of its liabilities and obligations assumed prior to the effective date of termination, specifically including the County's obligation to buy-back all non-NAPA branded inventory pursuant to the terms set forth below.

C. Costs for all NAPA branded parts sold to the County will be current jobber store acquisition cost plus a **10% MARKUP**. Pricing shall be available to County, per request, via a pricing website, which shall be updated when prices change. Pricing on Contractor's non-NAPA branded parts and Original Equipment Manufacturer ("OEM") Parts will be the Contractor's current acquisition cost plus a **10% MARKUP**. Contractor shall invoice the County for all Inventory purchased pursuant to this Agreement on a monthly basis according to the fee schedule in Exhibit B.

D. Administrative costs shall be charged to the County at cost and shall include 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, automobile liability, or general liability insurance policies of Contractor, and all equipment supplied by Contractor. All operating expenses are not to exceed \$90,000 annually unless an amendment to this agreement is approved in advance.

E. County will be billed at the end of each month for administrative cost on an "in arrears" basis. In addition, Contractor may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by Contractor), and County will be billed an additional charge for any such purchases so as to yield Contractor a ten percent (10%) Mark up on such purchases.

IV. ADDITIONAL SERVICES

If, upon written instruction by the County's Chief Procurement Officer and written agreement by GENUINE PARTS D/B/A NAPA Auto Parts, GENUINE PARTS D/B/A NAPA Auto Parts shall perform additional services, and if such services are not required as a result of error, omission or negligence of GENUINE PARTS D/B/A NAPA Auto Parts, then in such event GENUINE PARTS D/B/A NAPA Auto Parts shall be entitled to additional compensation. The additional compensation shall be computed by GENUINE PARTS D/B/A NAPA Auto Parts on a revised fee quotation proposal and submitted to the County's Chief Procurement Officer for review and approval by the County. The fee shall be agreed upon before commencement of any additional services of changes and shall be incorporated into this Agreement by written Amendment. Any additional service or work performed before a written amendment to this Agreement shall not be compensated by the County.

V. METHOD OF PAYMENT

A. The County shall pay GENUINE PARTS D/B/A NAPA Auto Parts through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act of Florida Statutes, Section 218.70, upon receipt of the GENUINE PARTS D/B/A NAPA Auto Parts invoice and written approval of same by the County's Chief Procurement Officer indicating that services have been rendered in conformity with this Agreement. GENUINE PARTS D/B/A NAPA Auto Parts shall submit an invoice for payment to the County on a monthly basis for those specific services as described in Exhibit A, Scope of Services and the corresponding amount as described in Exhibit B, Compensation and Method of Payment, attached hereto and incorporated herein that were completed during that invoicing period.

B. For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the County's Chief Procurement Officer.

C. GENUINE PARTS D/B/A NAPA Auto Parts invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. GENUINE PARTS D/B/A NAPA Auto Parts is responsible for providing all necessary documentation that may be required by the County.

VI. LIABILITY OF THE PARTIES

GENUINE PARTS D/B/A NAPA Auto Parts shall pay on behalf of or indemnify and hold harmless County from and against any and all claims, actions, damages, fees, fines, penalties, reasonable defense costs, suits or liabilities which may arise out of the negligence, intentional misconduct, or default of GENUINE PARTS D/B/A NAPA Auto Parts arising out of or in any way connected with the GENUINE PARTS D/B/A NAPA Auto Parts' performance or failure to perform under the terms of this Agreement. Likewise, to the extent permitted by law, County shall pay on behalf of or indemnify and hold harmless GENUINE PARTS D/B/A NAPA Auto Parts from and against any and all claims, actions, damages, fees, fines, penalties, reasonable defense costs, suits or liabilities which may arise out of the negligence, intentional misconduct or default of the County under this Agreement. This section of the Agreement will extend beyond the term of the Agreement.

VII. CONSULTANT'S INSURANCE

Before performing any work pursuant to this Agreement, GENUINE PARTS D/B/A NAPA Auto Parts shall procure and maintain, during the life of this Agreement unless otherwise specified, insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF GENUINE PARTS D/B/A NAPA Auto Parts

A. GENUINE PARTS D/B/A NAPA Auto Parts shall be responsible for the professional quality, technical accuracy, and the coordination of all reports other documents and data produced by GENUINE PARTS D/B/A NAPA Auto Parts under this Agreement. GENUINE PARTS D/B/A NAPA Auto Parts shall, without additional compensation, correct or revise any errors or deficiencies in its reports, or other documents and data.

B. GENUINE PARTS D/B/A NAPA Auto Parts warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for GENUINE PARTS D/B/A NAPA Auto Parts, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the GENUINE PARTS D/B/A NAPA Auto Parts; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. GENUINE PARTS D/B/A NAPA Auto Parts covenants and agrees that it and its employees shall be bound by the standards of conduct of Florida Statutes, Section 112.313, attached hereto, as it relates to work performed under this Agreement.

D. GENUINE PARTS D/B/A NAPA Auto Parts shall comply with Florida Statutes, Section 287.133, attached hereto, Public Entity Crimes.

E. GENUINE PARTS D/B/A NAPA Auto Parts shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

F. GENUINE PARTS D/B/A NAPA Auto Parts shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the GENUINE PARTS D/B/A NAPA Auto Parts offices for the purpose of inspection, audit, and copying upon 5 days notice and during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

G. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

IX. OWNERSHIP AND USE OF WORK PRODUCTS

A. GENUINE PARTS D/B/A NAPA Auto Parts owns several proprietary inventions, such as the software on the GENUINE PARTS D/B/A NAPA Auto Parts computer, which it must protect and cannot assign to the County.

B. The contractor's inventory management system shall be compatible with the County's computer systems and inventory management system (Asset Works) databases used for providing the documents necessary to this Agreement. If Contractor's inventory management system does not currently integrate with County's inventory management program, the Contractor agrees that their system will integrate with the County's system. County will reimburse Contractor for any mutually agreed upon costs and expenses incurred by Contractor in the integration of the Contractor's inventory management system with the County's inventory management system. . Additional details regarding County technology and systems may be obtained by contacting the County Information Technology Department.

X. TIMELY PERFORMANCE OF GENUINE PARTS COMPANY PERSONNEL

A. The timely performance and completion of the required services is vitally important to the interest of the County. GENUINE PARTS D/B/A NAPA Auto Parts shall assign a Project Manager, together with such other personnel as are necessary to assure faithful and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by GENUINE PARTS D/B/A NAPA Auto Parts to perform the services of this Agreement, shall comply with the information presented in the response proposal made a part hereof by reference. GENUINE PARTS D/B/A NAPA Auto Parts shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to GENUINE PARTS D/B/A NAPA Auto Parts key personnel must be communicated to the County's Chief Procurement Officer in writing, prior to changes becoming effective.

B. The services to be rendered by GENUINE PARTS D/B/A NAPA Auto Parts shall commence upon GENUINE PARTS D/B/A NAPA Auto Parts receipt of written Notice to Proceed from the County's Chief procurement Officer. The time limits set forth herein shall commence to run on the date of the Notice to Proceed.

C. Time is of the essence in the performance of this Agreement. GENUINE PARTS D/B/A NAPA Auto Parts specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. Force majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties. Notwithstanding the foregoing, GENUINE PARTS D/B/A NAPA Auto Parts agrees to make reasonable commercial efforts to meet required delivery times, but conditions out of GENUINE PARTS D/B/A NAPA Auto Parts reasonable control, such as adverse traffic or weather conditions, may delay deliveries that are required from off-site locations. GENUINE PARTS D/B/A NAPA Auto Parts employees shall make such deliveries in a manner consistent with safe and responsible driving practices.

D. GENUINE PARTS D/B/A NAPA Auto Parts agrees to provide to the County's Chief Procurement Officer, upon request, written progress reports concerning the status of the Project. The County's

Chief Procurement Officer may determine the format for this progress report. The County shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by GENUINE PARTS D/B/A NAPA Auto Parts.

E. In the event unreasonable delays occur on the part of the County or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by GENUINE PARTS D/B/A NAPA Auto Parts which delay the project schedule completion date, the County's Chief Procurement Officer shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

XI. OBLIGATIONS OF COUNTY

A. The County's Administrative Agent (Fleet Manager) is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the County's Administrative Agent. The County shall designate any specific project manager in the Notice to Proceed. The responsibility of the County's Administrative Agent shall include:

1. Examination of all reports, proposals, and other documents presented by GENUINE PARTS D/B/A NAPA Auto Parts, and render in writing, decisions pertaining thereto within a reasonable time.
2. Transmission of instructions, receipt of information, interpretation and definition of County policies and decisions with respect to matters pertinent to the work covered by this Agreement.
3. Review for approval or rejection all of GENUINE PARTS D/B/A NAPA Auto Parts documents and payment requests.

B. The County shall, upon request, furnish GENUINE PARTS D/B/A NAPA Auto Parts with all existing data, plans, studies and other information in the County's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the County and shall be returned to the County's Administrative Agent upon completion of the services to be performed by GENUINE PARTS D/B/A NAPA Auto Parts. The County's Chief Procurement Officer shall conduct periodic reviews of the work of GENUINE PARTS D/B/A NAPA Auto Parts necessary, for the completion of the GENUINE PARTS D/B/A NAPA Auto Parts services during the period of this Agreement and may make other County personnel available, where required and necessary to assist GENUINE PARTS D/B/A NAPA Auto Parts. The availability and necessity of said personnel to assist GENUINE PARTS D/B/A NAPA Auto Parts shall be determined solely within the discretion of the County.

C. The County shall not provide any services to GENUINE PARTS D/B/A NAPA Auto Parts in connection with any claim brought on behalf of or against GENUINE PARTS D/B/A NAPA Auto Parts.

D. County shall provide, at its sole expense, usable space for GENUINE PARTS D/B/A NAPA Auto Parts on site store and GENUINE PARTS D/B/A NAPA Auto Parts inventory. County shall provide access to restroom facilities for GENUINE PARTS D/B/A NAPA Auto Parts employees. Further, County shall furnish, at its sole expense, all utilities for the onsite store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, access to secure internet availability, power, fuel, janitorial and all other utilities and services rendered or delivered to the onsite store(s) whatsoever. County shall, at all times during the term of this Agreement, at County's expense, maintain in good condition and repair (so as to prevent any damage or injury to GENUINE PARTS D/B/A NAPA Auto Parts employees, the inventory or other personal property located in the onsite store(s)) the roof, exterior walls, foundation, and structural portions of the onsite store(s).

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) calendar days written notice to GENUINE PARTS D/B/A NAPA Auto Parts to terminate the services of GENUINE PARTS D/B/A NAPA Auto Parts and, in that event, GENUINE PARTS D/B/A NAPA Auto Parts shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by GENUINE PARTS D/B/A NAPA Auto Parts in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to GENUINE PARTS D/B/A NAPA Auto Parts and GENUINE PARTS D/B/A NAPA Auto Parts shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A, Scope of Services, and Exhibit B, Compensation and Method of Payment, plus (2) the percentage of the work completed in any commenced but uncompleted task shown in Exhibit A, Scope of Services, and Exhibit B-Compensation and Method of Payment , less (3) all previous payment in accordance with Article III.

B. In the event that GENUINE PARTS D/B/A NAPA Auto Parts has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to GENUINE PARTS D/B/A NAPA Auto Parts indicating its intention to do so. The written notice shall state the evidence indicating GENUINE PARTS D/B/A NAPA Auto Parts abandonment. Payment for work performed prior to GENUINE PARTS D/B/A NAPA Auto Parts abandonment shall be as stated above.

C. GENUINE PARTS D/B/A NAPA Auto Parts shall have the right to terminate services and this Agreement in the event of the County failing to pay GENUINE PARTS D/B/A NAPA Auto Parts properly documented and submitted invoice within forty five (45) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than sixty (60) calendar days or in the event that the County fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof.

D. GENUINE PARTS D/B/A NAPA Auto Parts shall have the right to terminate services and this Agreement for its convenience upon sixty (60) calendar day's written notice.

E. The County reserves the right to terminate and cancel this Agreement in the event GENUINE PARTS D/B/A NAPA Auto Parts shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

F. After written Notice is provided to GENUINE PARTS D/B/A NAPA Auto Parts and GENUINE PARTS D/B/A NAPA Auto Parts fails to cure any breach within thirty (30) days following receipt thereof, and after consultation with the County's Chief Procurement Officer, the County shall have the right to terminate this Agreement and refuse to make payment for such services mis-performed due to:

- (1) The quality of a portion, or all, of GENUINE PARTS D/B/A NAPA Auto Parts work not performed in accordance with the requirements of this Agreement;
- (2) The quantity of GENUINE PARTS D/B/A NAPA Auto Parts work not delivered or performed as represented in GENUINE PARTS D/B/A NAPA Auto Parts payment request, or otherwise;
- (3) GENUINE PARTS D/B/A NAPA Auto Parts rate of progress, not progressing such that in the County's opinion, substantial or final completion, or both may be inexcusably delayed;
- (4) GENUINE PARTS D/B/A NAPA Auto Parts failure to use the Agreement funds, previously paid GENUINE PARTS D/B/A NAPA Auto Parts by the County, to pay GENUINE PARTS D/B/A NAPA Auto Parts. Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or likely to be made, against the County, or its property as a result of the negligence or intentional misconduct of GENUINE PARTS D/B/A NAPA Auto Parts;
(6) Loss caused by GENUINE PARTS D/B/A NAPA Auto Parts;
(7) GENUINE PARTS D/B/A NAPA Auto Parts failure or refusal to perform any of the obligations to the County after written notice and a reasonable opportunity to cure as set forth above. The parties' rights hereunder survive the term of this Agreement and are not waived by final payment or acceptance and are in addition to the obligations stated in Exhibit A, Scope of Services.

G. Upon termination, expiration, or non-renewal of this Agreement, County shall purchase all non-NAPA branded inventory owned by Contractor and located in the on-site store(s) at Contractor's current acquisition cost, and County shall have the option to purchase all NAPA branded inventory owned by Contractor and located in the on-site store(s) at Contractor's current acquisition cost.

XII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Hernando County, Florida, with a mediator mutually agreed to by the parties, and with the parties sharing equally in the cost of such mediation.

B. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Agreement.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, GENUINE PARTS D/B/A NAPA Auto Parts shall be required to continue its services and all other obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, the actual period of mediation or judicial proceedings.

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

For suppliers (or categories of suppliers) of Non-NAPA products that County instructs Contractor to utilize or consider for future purchases, Contractor is under no obligation to (and Contractor disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

XIV. MISCELLANEOUS

A. This Agreement, consisting of the attachments referenced in this contract and the bid related documents listed below, constitute the entire contract between Contractor and County concerning the subject matter of this contract. Contractor's final response to the RFP dated July 8, 2014 to County

Solicitation # 14-R00095 Contractor Operated Parts Store, including but not limited to Contractor's list of exceptions submitted therewith, is hereby incorporated into this Agreement. In the event of a conflict between the terms of the below referenced documents, the terms in the document with highest relative precedence shall govern. The order of precedence shall be the order of documents as listed below, with the first listed document having the highest precedence and the last listed document having the lowest precedence.

To the extent not expressly incorporated herein, this contract supersedes all prior proposals, contracts and understandings between the parties concerning the subject matter of this contract.

1. Contractor's Final Response to the RFP dated July 8, 2014 to the County Solicitation # 14-R00095 Contractor Operated Parts Store, including but not limited to Contractor's List of Exceptions submitted therewith
2. This Agreement
3. County Solicitation # 14-R00095 Contractor Operated Parts Store
4. Exhibit "A" Scope of Services from RFP
5. Exhibit "B" Compensation and Method of Payment
6. Exhibit "C" Certificate of Insurance
7. Exhibit "D" Notice to Proceed

B. Any reference to a specific section of the Florida Statutes in this Agreement shall mean that the specific section or a successor section shall by reference be made a part of this Agreement as though set forth in full.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

E. GENUINE PARTS D/B/A NAPA Auto Parts shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or notation) without the prior written consent of the County, except that claims for the money due or to become due GENUINE PARTS D/B/A NAPA Auto Parts from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

G. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

H. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, to the addresses listed below:

Company Name:

Title:

Address:

Telephone: Facsimile: E-mail:

I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

J. Contractor is an independent contractor and all employees' personnel provided by contractor to staff the onsite parts store(s) are employees of contractor.

Attachments:

Exhibit "A" Scope of Services from RFP
Exhibit "B" Compensation and Method of Payment
Exhibit "C" Certificate of Insurance
Exhibit "D" Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

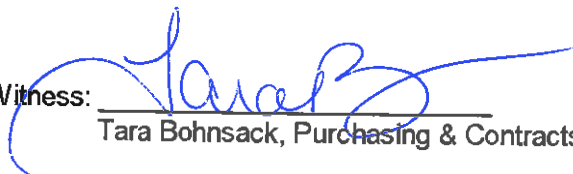
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

(SEAL)



Russell Wetherington, CPCM.CPPB.CPM
Assistant County Administrator-GS
Chief Procurement Officer

Witness:

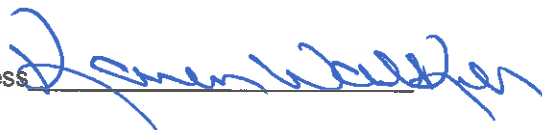


Tara Bohnsack, Purchasing & Contracts

Genuine Parts Company d/b/a NAPA Auto Parts

By 

Witness:



Gregg Sargent, Division Vice President, Florida
Printed Name and Title of Professional

Karen Walker, Executive Administrative Assistant
Printed Name and Title of Professional

Scope of Services from RFP

Please see Attachment 1

Genuine Parts Company
D/B/A NAPA Auto Parts

Response to Solicitation: RFP 14-R00095
Contractor Operated Parts Store (COPARS)
TAB E – Compensation

TAB E - Compensation

RFP# 14-R00095 Contractor Operated Parts Store (COPARS)						
Proposers must provide prices for each line item for their proposal to be considered responsive.						
Item	Description	Unit of Measure	Unit Price	Estimated Quantity		Extended Price
1	Hourly Rate Overtime	Hourly	\$20	80	=	\$1,600
2	Overhead (Monthly charge inclusive of personnel, office equipment and supplies)	Monthly	\$7,500	12	=	\$90,000
3	Products List Pricing less Percentage Discount	Percentage	%55	\$500,000	=	
4	Non-Vendor Products Markup (OEM Manufacturers parts)	Percentage	%10	\$220,000	=	
5	Restocking Fee	Percentage	%0	\$20,000	=	

In NAPA's experience with running COPARS operations, NAPA believes the most cost effective and beneficial compensation plan to our customers is a mark-up on NAPA's acquisition cost of parts coupled with a reimbursement from the customer for our monthly operating expenses. The mark-up on parts would represent the only profit earned by NAPA during the contract term.

NAPA would work to consistently lower the cost of parts received by approved vendors and will be able to substantiate and report back on part costs savings to the County as well as provide documentation and support for all product costs. Providing pricing as a discount off of MSRP or list would only benefit NAPA's profit margins when lowering NAPA's acquisition costs. Marking up from costs ensures that the County always receives the lowest landed cost on parts available.

While NAPA has submitted a compensation plan that match the line items in RFP 14-R00095, NAPA alternatively proposes to issue all parts to the County at NAPA's current acquisition cost including all possible rebates and discounts at the time of purchase with a ten (10) percent mark-up from cost. Regardless of the pricing plan the percentage discount/mark-up shall remain firm however individual products costs shall increase or decrease throughout the term.

The County would also reimburse NAPA for all monthly operating expenses associated with providing inventory, pickup/delivery, personnel and administrative overhead with NAPA providing documentation and support for all charges, including actual overtime worked. This method provides great flexibility in the scope and service provided to the County. NAPA has provided estimated line item detail of the monthly management fee to be negotiated upon award of the contract. NAPA will work with County personnel to develop yearly budget numbers and assist in monitoring and controlling the parts department expense spend.

ALTERNATIVE PRICING PLAN SUMMARY

NAPA Product Costs	Billed to County at a 10% Mark-up
Non-NAPA Product Cost	Billed to County at a 10% Mark-up
Operational Costs	Reimbursed by County at Cost
Net Profit Target	10% net profit for NAPA

ESTIMATED OPERATING EXPENSES

EXPENSE	SALES	% TO SALES	YEARLY
SALES	\$ 61,333	100.00%	\$ 736,000
Less Cost of Sales	\$ 55,200		\$ 662,400
Sales Less Cost	\$ 6,133	10.00%	\$ 73,600
Less Handling Charge	\$ -	0.00%	\$ -
Part Mark Up	\$ 6,133	10.00%	\$ 73,600
SALARIES - EXEC.	\$ 613	1.00%	\$ 7,360
PAYROLL:			\$ -
Acctg & Data Proc.	\$ 307	0.50%	\$ 3,680
General Office	\$ 307	0.50%	\$ 3,680
Manager Payroll	\$ 3,000	4.89%	\$ 36,000
Delivery Payroll	\$ -	0.00%	\$ -
Empl. Benefits - Pension	\$ 276	0.45%	\$ 3,312
Group Insurance and Benefits	\$ 750	1.22%	\$ 9,000
Payroll Taxes	\$ 200	0.33%	\$ 2,400
TOTAL PAYROLL	\$ 5,453	8.89%	\$ 65,432
Delivery - Insurance	\$ -	0.00%	\$ -
Maintenance & Fuel	\$ -	0.00%	\$ -
Truck Depr.	\$ -	0.00%	\$ -
Depreciation - Fixed Assets	\$ 75	0.12%	\$ 900
Freight & Postage	\$ 200	0.33%	\$ 2,400
Insurance	\$ 150	0.24%	\$ 1,800
Store Expense	\$ 100	0.16%	\$ 1,200
Taxes (Not Income)	\$ 50	0.08%	\$ 600
Telephone	\$ 372	0.61%	\$ 4,464
TAMS	\$ 1,100	1.79%	\$ 13,200
TOTAL MISC. EXPENSES	\$ 2,047	3.34%	\$ 24,564
TOTAL EXPENSES	\$ 7,500	12.23%	\$ 89,996

Monthly Store Costs Line Item Descriptions

Payroll Expenses

Executive Salaries: Monthly fee based off of one (1) percent of total NAPA owned part sales to the County. This fee is used to cover costs of the local management, support staff, headquarters, and office costs.

Accounting and Data Processing: Monthly fee based off of one half (0.5) percent of total NAPA owned part sales to the County. This fee is used to cover costs of the NAPA Accounts Receivable and Payable departments as well as the local office paperwork reduction staff.

General Office: Monthly fee based off of one half (0.5) percent of total NAPA owned part sales to the County. This fee is used to cover costs of the NAPA local office staff that covers departments such as HR, loss prevention, inventory support and classification return teams.

Manager/Counterperson/Driver Payroll: The total gross pay for all pay periods ending within the month. Including any overtime hours worked for emergency or after hours work performed for the County

Pensions: Monthly fee based off of point forty five (0.45) percent of total NAPA owned part sales to the County. This fee is used to cover costs of the NAPA Pension fund, the pension management team, and the Company matched 401(k) offerings and other retirement benefits.

Group Insurance and Benefits: The total employer share of insurance and benefits covered to NAPA employees.

Payroll Taxes: The total employer share FICA and unemployment (Federal and State) taxes.

Store Operating Expenses

Delivery Insurance: NAPA will insure the Delivery Vehicle if the County decides that a delivery vehicle is necessary for operations.

Maintenance & Fuel: This expense represents the total cost of fuel and maintenance repairs done during the month to a delivery vehicle. NAPA uses a vehicle purchase card to monitor and report back this value.

Depreciation – Vehicles: NAPA can provide a full size pickup truck with a lift gate and lease out the total value of the truck over 60 months.

Depreciation – Fixed Assets: This cost represents any depreciation of any fixed asset such as part counters, shelving, and/or hydraulic hose crimping equipment. NAPA will work with the County to approve any fixed asset costs.

Freight and Postage: All freight costs incurred within the month are expensed out as an operating expense. This expense is reduced by any freight line item charges on NAPA's daily invoicing. NAPA will charge freight costs that are for special order for emergency requests that have been approved by the Fleet manager to a work order to reduce the monthly freight expense burden.

Insurance: This expense line cover the monthly costs for NAPA to maintain Workman's Compensation, General Liability, and Property insurance to meet the conditions set forth in the RFP.

Store Expense: This expense covers all shipping and office supplies used on-site, including paper and replacement toner; any restocking fees that have been approved by the County; all store use items such as pallet trucks, part tags, boxes, labels, and any other needed items for day to day operations. This would also include any bank fees related to use in processing payment with credit or purchase cards.

Taxes (Not Income): This represents any taxes incurred by NAPA in operating the parts department. Such as sales taxes for store use items and office supplies. This also covers any state environmental taxes that were not collected on an invoice such as tire, oil pollution and lead acid battery taxes.

Telephone: This covers both wireless and landline communication expenses. NAPA can use lines provided by SCAT or procure their own. NAPA will also procure cellular service from Sprint with Push-To-Talk functionality for delivery driver communication and on-call support.

Computer System: This fee covers both monthly service fees and computer hardware depreciations. There are three monthly fees for TAMS: Technical Support, Catalog Support, and WAN Access. NAPA will also have monthly costs for third party software such as Microsoft Office and FleetCross. The hardware will be leased over 36 months.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA		CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:																						
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS Rayloc, S P Richards Co., Supply Source Enterprises, General Tool & Supply etal 2999 Wildwood Parkway Atlanta GA 30339 USA		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Safety National Casualty Corp</td> <td>15105</td> </tr> <tr> <td>INSURER B:</td> <td>Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER C:</td> <td>ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty Corp	15105	INSURER B:	Old Republic Insurance Company	24147	INSURER C:	ACE Property & Casualty Insurance Co.	20699	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 570078201581 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="0"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR			MWZY31404819	09/01/2019	09/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$1,000,000 \$5,000 \$2,000,000 \$3,000,000 \$3,000,000
<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR									
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314047-19	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$5,000,000 		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG27888719005	09/01/2019	09/01/2020	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4049768 AOS SP4059776 Excess WC - OH SIR applies per policy terms & conditions	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Miramar Piggyback Agreement with NAPA Utilizing Hernando County Contract No. 14-R00095. City of Miramar is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Miramar 13900 Pembroke Road, Building L Miramar FL 33027 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570078201581

Certificate No :

Board of County Commissioners

Hernando County



Purchasing and Contracts

August 12, 2014

(via email: john_crane@genpt.com)
Genuine Parts D/B/A NAPA Auto Parts
5001 Lakewood Ranch Blvd. N., Suite 101
Sarasota, FL 34240

20 N. Main Street, Room 365
Brooksville, FL 34601
(352) 754-4020
Fax: 754-4199
www.co.hernando.fl.us/pur

RE: Contract Award: 14-R00095 for Contractor Operated Parts Store Services

Dear Mr. Crane:

Please be advised that the County has approved the award of the above referenced contract to your firm. The contract is effective for thirty-six (36) months beginning October 1, 2014 and has two additional one year terms renewal option upon mutual agreement. .

To remain compliant, all insurance for your company must be current, up to date and in the amounts as required in the contract.

If you have any further questions, please contact Diane Kafrissen or myself, Hernando County Purchasing & Contracts at (352) 754-4020.

Sincerely,

Russell Wetherington, CPCM, CPPB, CPM
Assistant County Administrator-General Services
Chief Procurement Officer, Hernando County

Attachment

pc via email: John Walker, Fleet Manager
cc: Finance
Clerk of the Court
Contract File #14-R00095

RFP#14-R00095, COPARS

June 2014

SOLICITATION - OFFER - AWARD

SOLICITATION #: 14-R00095	SOLICITATION TITLE: Contractor Operated Parts Store (COPARS)	DATE ISSUED: June 9, 2014	CONTRACT #: 14-R00095
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Wayne Dukes, Chairman Nick Nicholson, Vice Chairman Diane Rowden, Second Vice Chairman James Adkins Dave Russell, Jr.		SUBMIT BID OFFER TO: PURCHASING AND CONTRACTS DEPARTMENT 20 N. MAIN STREET, ROOM #365 BROOKSVILLE, FL 34601 <i>Russell Wetherington, Chief Procurement Officer</i>	

SOLICITATION

SEALED OFFERS, IN ONE (1) ORIGINAL AND SIX (6) COPIES, FOR FURNISHING THE SERVICES DESCRIBED HEREIN WILL BE RECEIVED AT THE PURCHASING AND CONTRACTS DEPARTMENT, ROOM #365, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M., LOCAL TIME ON July 8, 2014** NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION.

PURSUANT TO FS 119.071 (2011), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The County intends to outsource the supply and distribution of vehicle and equipment parts and services required to support the Fleet Operations & Maintenance services which includes Fire/Rescue Maintenance. <u>PLEASE SUBMIT ONE (1) ORIGINAL SIGNED DOCUMENT AND SIX (6) COPIES.</u> (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	XXXXXXXXXXXXXX

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS PROPOSAL FOR THE PROPOSER.		
DISCOUNT FOR PROMPT PAYMENT: N/A % 10 CALENDAR DAYS N/A % 20 CALENDAR DAYS N/A % N/A CALENDAR DAYS		
OFFEROR'S INFORMATION		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:
Company Name		OFFEROR'S SIGNATURE
Address		
City	State Zip Code	
Phone Number	Fax Number Email Address	
		OFFER DATE

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR#	BY:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY Fleet Management 1525 E. Jefferson St. Brooksville, FL 34601	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:



**REQUEST FOR PROPOSALS
CONTRACTOR OPERATED PARTS STORE (COPARS)
RFP #14-R00095**



The Hernando County Board of County Commissioners, Hernando County, Florida, invites interested parties to submit proposals **no later than 3:00 PM, Tuesday, July 8, 2014; to operate a CONTRACTOR OPERATED PARTS STORE (COPARS)** to the Board of County Commissioners.

Interested firms may secure the qualification documents and all other pertinent information by visiting the website of Bid Net at www.floridabidsystem.com. For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754- 4020.

A one-time, Mandatory Pre-Proposal meeting will be held **on Thursday, June 19, 2014, 9:30 AM at Hernando County Transportation Services, 1525 E. Jefferson St., Brooksville, FL 34601**, for the purpose of providing information relative to the selection of a Consultant/Firm and any factual data pertaining to the solicitation. Representatives of Owner will be present to discuss the project. Proposers are required to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE AND FAILURE TO ATTEND AND SIGN IN SHALL DISQUALIFY ANY PROPOSER NOT ATTENDING FROM SUBMITTING A PROPOSAL. ATTENDEES MUST BE PRESENT AT THE START OF THE PRE-QUALIFICATION CONFERENCE. ARRIVAL AFTER THE START OF THE PRE-QUALIFICATION CONFERENCE SHALL BE CAUSE FOR DISQUALIFICATION.**

Qualified firms desiring consideration shall submit one (1) original and six (6) copies of the Technical and Price Qualification packages, clearly marked "Sealed Qualification for "**RFP #14-R00095** to Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, Florida 34601, on or before the time stipulated above. Qualifications shall be plainly marked on the outside of a sealed envelope/container with: Firm's name and address, and Qualification Name and Qualification Number. Qualifications are to be submitted:

Physical Address:

Hernando County Purchasing & Contracts
20 N. Main Street, Room 365
Brooksville, FL 34601-2800

The Board of County Commissioners will not be responsible in the event the U.S. Postal Service or any other courier system fail to deliver any proposal by the deadline stated above.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

Purchasing and Contracts Division will post addenda on Bid Net at www.floridabidsystem.com to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective bidders to visit the Bid Net at www.floridabidsystem.com to insure that they are aware of all addenda issued relative to this solicitation.**

Pursuant to Florida Statutes 119.071 (2011) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

The Hernando County Board of County Commissioners will select and contract with the most qualified firm responding to this solicitation and County Policy.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RUSSELL WETHERINGTON, CPCM, CPPB, CPM
ASSISTANT COUNTY ADMINISTRATOR-GENERAL SERVICES
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Russell Wetherington, Purchasing and Contracts, at (352) 754-4020.

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**REQUEST FOR PROPOSALS
FOR
CONTRACTOR OPERATED PARTS STORE (COPARS)
RFP #14-R00095**

1. PURPOSE AND OVERVIEW: Hernando County is seeking Proposals from qualified contractors to operate and maintain a Contractor Operated Parts Store. The County intends to outsource the supply and distribution of vehicle and equipment parts and services required to support the Fleet Operations & Maintenance services which includes Fire/Rescue Maintenance. The County currently maintains and inventories approximately 450 vehicles and 120 pieces of equipment.

1.1 TIMELINE:

Implementation timeline requires the operation to be fully operational on October 1, 2014.

PROPOSED schedule for evaluations. *The County reserves the right to alter dates as needed.*

Pre-Proposal Conference.....June 19, 2014 at 9:30am

Deadline for Proposal Questions.....June 27, 2014 at 3:00pm

Proposal Due Date..... July 8, 2014 at 3:00pm

Professional Services Review Committee Meeting.....July 14, 2014 (week of)

1.2 OVERVIEW:

1.2.1 Hernando County Fleet Maintenance currently maintains only one maintenance operation facility located at 1525 East Jefferson Street, Brooksville, Florida 34601, providing service five (5) days a week (excluding holidays) from 7:00am to 4:00pm.

1.2.2 Additional Information:

a. How many current Technicians= 8

b. Number Parts Request processed monthly for FY14= 300 to 350

c. Dollar Volume of Parts Purchased FY14= \$720,000

d. Current Inventory Value=\$150,000

e. Number Parts Personnel issuing Parts= 1

1.2.3 Term of Contract- The County intends to award a firm fixed-price contract for a three (3)-year period. There will be an option to extend the contract for two (2) additional two (2) year periods, adhering to the original terms and conditions. These extensions will be contingent upon approval of both the County and the contractor at the time of extension.

2. SCOPE OF SERVICES:

2.1 The selected Vendor shall provide personnel, management, parts, petroleum products and supplies necessary to run an efficient and effective on-site parts operation that covers all hours worked by each facility, including overtime due to peak demand and emergency operations. Specific facility parts requirements will be based on the assets assigned for repair and maintenance at each location. All parts, (including grease, oil, lubes, cleaners, batteries and tires) necessary to maintain, repair and operate fleet vehicles and equipment, plus those items used by other agency personnel that have been traditional stock items of the existing stock room will be covered by the resulting contract. The County maintains the right to procure specific items outside this contract such as tires, etc.

2.2 The Vendor shall have access to and control over sufficient inventory provided either by the Vendor's on-site or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 85% of the County's parts requirements on demand and 95% of the County's parts requirements by start of business the work day following the request. The Vendor shall evaluate the usage history of the current inventory of vehicle parts and thereafter on a monthly basis to identify those that should be removed from

stock, added to stock, and to determine the stocking levels of those that should remain in stock. The Vendor shall adhere to the stock reorder plan detailed in the proposal. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times will be mutually agreeable with the Fleet Manager/Chief Procurement Officer and the Vendor.

2.3 The selected Vendor must perform a physical inventory of all of the County parts that are then located in the Warehouse. The selected Vendor will agree to purchase the current inventory from Hernando County based on the current averaged pricing in the Fleet Services database (Asset Works). The decision of obsolete parts will be agreed upon and approved by both parties. The parts that were purchased by the Vendor will be sold to the County on an "as needed basis" at the purchase price plus any markups.

2.4 The selected Vendor shall provide stock and non-stock original equipment parts supplies and equipment that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards, , or aftermarket items in equal or higher quality. A minimum of Grade 5 is required on all fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The County reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected Vendor for resale to the County will remain the property of the Vendor until used by the County. At its discretion, the County may elect to purchase and maintain ownership of certain specialized items. The County reserves the right to purchase parts and/or services from other sources if the Vendor cannot obtain the desired part(s) by start of business the day following request and, in emergency situations, to procure parts immediately, if the Vendor cannot supply the part(s) in the agreed upon acceptable time frame. The Vendor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the County in this case will be deducted from the Vendor's monthly invoice.

2.5 The Vendor shall not issue parts or supplies to County personnel without a proper work order requisition. The Vendor shall give a paper and electronic receipt containing specific information with items delivered to the County employee for each work order requisitions.

2.6 At a minimum the receipts shall contain specific tracking information, i.e., equipment number, reference number (work order number), receiving employee name, parts quantities, part number, part cost and alpha description, price detail and any other data deemed necessary for effective accounting tracking. The Vendor will input all required parts data into the maintenance management software program – Fleet Focus by Asset Works. SCG will provide training to Vendor in the use of Fleet Focus. Parts data downloads will be available to the Vendor.

2.7 Neither County employees nor any other individual or private enterprise will be allowed to purchase parts or supplies from the on-site parts store operation. Operations, stock, facilities and management of the on-site store are to be used primarily for the County needs outlined herein. Nothing herein however should prevent the Vendor from transferring parts stock from one fleet facility shop to another to meet immediate needs of participating agency fleets or returning obsolete and outdated parts.

2.8 The Vendor will exercise total control over and responsibility for the parts rooms. No one may enter the facility without the permission of the Vendor's management personnel. The fleet services manager and facilities maintenance personal will retain access to the parts rooms and general area for routine maintenance and emergency repairs on the building or the building systems. The Vendor will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.

2.9 The Vendor shall be responsible for all costs associated with providing inventory, pickup/delivery, personnel and administrative overhead to operate the facility. The Vendor shall define the cost accounting methodology to be used to recover these costs. The Vendor is to

provide Fleet Services with current verifiable price schedules of all parts/supplies purchased during contract period.

2.10 WARRANTY REQUIREMENTS : The Vendor shall maintain warranty records in Fleet Focus of items sold to the County and issue any credits, including labor and parts, due the County that are covered under these warranties.

2.10.1 All items must include full manufacturer's warranties and guarantees. The Vendor must guarantee all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non-fit items must be guaranteed by the selected Vendor. Any discrepancies will be approved by the Fleet Manager.

2.11 TECHNICAL, REPORTING AND EQUIPMENT REQUIREMENTS

2.11.1 The Vendor shall use current state of the art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing online information on the Parts facility inventory and other Vendor owned inventories operating in Hernando County facilities, monitoring and reporting the status of parts on hand, parts on order, parts on backorder, usage of parts and services, costs, billing information and historical data on vehicles and equipment. This information will be made available upon request to the County to assure a cost effective operation.

2.11.2 The Vendor must provide comprehensive activity reports from its computer database on a weekly basis. Some activity items, such as, but not limited to, lost sales, backorders and number-of-days on order will be required on a daily basis. The County reserves the right to require any information considered necessary to monitor the Vendor's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).

2.11.3 The Vendor will provide specialized equipment such as terminals and printer for Vendor's computer system, office machines, file cabinets, shop equipment, recycling apparatus, vehicles and other facilities and services that may be mutually agreed to. If the Vendor 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 the County's existing or planned systems, then the Vendor will re-perform, as its sole expense, all programming work or other services that are necessary to correct the deficiency.

2.12 STAFFING REQUIREMENTS

2.12.1 The Vendor shall provide sufficiently trained, knowledgeable and service oriented personnel to efficiently and effectively operate the total parts function as detailed. The Vendor will provide all services such as parts runners, hose manufacturing, etc. necessary to achieve an 85% parts and supplies availability to the technician for the technicians first request. The Vendor's proposal shall include provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave. The Vendor is required to have someone available on-call to issue parts after normal hours. The Vendor shall be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The Vendor shall also be responsible for all wages, taxes, fringe benefits and training of these employees. Restocking of parts that are returned from technicians must be approved and documented by Fleet Services Manager or his/her designee.

2.12.2 The County must agree on the Vendor parts personnel selected by the Vendor. The Fleet Manager reserves the right to demand that the Vendor discipline or dismiss any employee that is deemed detrimental or who is negatively affecting the parts and Fleet Services operation. The Vendor must comply with all such requests. The County reserves

the right to request that the Vendor's personnel perform reasonable Fleet Management activities in additional to those required by the issuing contract when appropriate.

2.12.3 The Vendor or the Vendor's employees shall direct any comments, questions or concerns during the course of the resulting contract to Fleet Services Operations Managers, Fleet Manager or his/her representative.

2.13 TRAINING REQUIREMENTS

2.13.1 The COPARS Vendor shall provide/coordinate technical (mechanical) training to County employees as deemed appropriate for use of new or current products. When possible the Vendor shall make available any Technician training, either web base or classroom that Vendor currently offers to other customers at no charge to the county for its Fleet Management staff. The cost, if any, for such training will be mutually agreed upon between the County and the Vendor.

2.14 BILLING

2.14.1 The supplier will invoice the County on a monthly basis no later than FIVE (5) working days following the end of the month. The invoice shall contain a complete account of all activity for the month ending, including:

- a. part number
- b. quantity sold,
- c. cost of parts sold to the County and
- d. cost of delivery (shipping & handling) for special order requests on direct charge as pre-approved by the Fleet Manager or his/her designee and/or non stock items as specified in the resulting contract.

2.14.2 The County is not to be charged freight charges on stock parts or parts available in the Hernando County, Florida area, nor will stock part premium prices be paid if Vendor is not adhering to the proposed reorder plan. The Vendor will receive preapproval from the Fleet Manager or his/her designee prior to invoicing the County for other applicable items on the terms and conditions as specified in the resulting contract on a monthly basis no later than the first week following the end of the month.

2.14.3 Provide a performance invoice showing labor including all fees, a management fee if applicable.

2.15 DESCRIPTION CLARIFICATION

2.15.1 Hourly rate shall be the rate the Contractor will be permitted to charge only for after hours and emergencies requested by Hernando County.

2.15.2 Monthly charge for operating parts store shall be inclusive of all items necessary to perform the normal duties and operations of a Contractor Operated Parts Store which shall include but not be limited to personnel, office equipment and supplies and all items required to perform their daily tasks.

2.15.3 Product markup of all products sold shall be a percentage of the current manufactures current published list price.

2.15.4 The restocking fee shall be a percentage of the returned item(s) original invoiced price.

- 2.15.5** Items one (1) through four (4) of Attachment E as described in the preceding paragraphs shall be the only fees acceptable. No other fees shall be permitted for the duration of this contract.

2.16 GENERAL PARTS INFORMATION

2.16.1 Original Equipment Manufacturers (OEM) parts, supplies, and equipment or the equivalent are required. The County reserves the right to purchase parts and other supplies that cannot be provided by the Vendor within the time frames specified, or that do not meet original equipment quality, or that are deemed inferior or unacceptable by the County. The County reserves the right to solicit repairs from any private Vendor where said Vendor may provide parts and/or labor for the repair of equipment. The County further requires that in every application, where reasonable and acceptable, the Vendor provide (upon written request) retreaded, rebuilt, refurbished, recycled, or re-refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards. The County may require the purchase of certain branded parts and filters if requested by the Fleet Manager. The County reserves this right, over the course of the contract period to determine which products must be new, refurbished, recycled, or retreaded. The Vendor shall also accept and make available tracking reports for industry standard cores of rebuilds where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, engine blocks, etc. Credits will be included in the monthly billing report. The County will work with the Vendor throughout the contract period to determine the parts, supplies and equipment to carry in inventory. This determination may be based on usage, fleet size, and criticality of the part, ordering, turnaround time, or any combination of these factors.

2.16.2 Owner Direct Purchases (ODP) can be considered from State of Florida contracts depending on which are cheaper. The State of Florida has very good pricing especially on tires and batteries.

2.17 COUNTY OBLIGATIONS

2.17.1 The County will provide an adequate and secure operation and storage area to the Vendor. This will include heat, electricity, water, parts shelving, desks, chairs, phone service, Fleet Focus terminals for use and use of the office's fax and copy machines, restroom and other such facilities and services that may be mutually agreed to.

2.17.2 Capital improvements necessary to implement a successful contract may be negotiated as part of the resulting contract agreement. Future changes may be considered after contract award. All initial and future facility improvements will be coordinated and approved by the selected Vendor and Fleet Manager or his/her designee.

2.17.3 Fleet Manager or his staff will conduct daily and weekly inspections of work orders to ensure parts were installed that were charged to the work order. Technicians will initial and turn in parts request forms to managers for validating parts charged to the specific asset.

2.17.4 Monthly checks will be accomplished by Fleet Management staff to validate correct costing of parts, work order discrepancies correctly documented reflecting repair parts issued and invoiced.

3. INSTRUCTIONS TO PROPOSERS:

Qualified Firms or companies desiring to provide services, as described in the Scope of Work, shall submit seven (7) complete Technical and Price proposal packages, clearly marked "Sealed Proposal for "**RFP #14-R00095**".

Your Technical and Price Proposals (in separate sealed envelopes) are required by **3:00 P.M., Tuesday, July 8, 2014**, and should be mailed or delivered to:

**BOARD OF COUNTY COMMISSIONERS
Hernando County, Florida
Attention: Purchasing and Contracts Department
20 North Main Street, Room 365
Brooksville, Florida 34601**

Any responses(s) received after the above stated time and date will not be considered and will not be opened. It shall be the sole responsibility of the OFFEROR to have their proposal delivered to the Hernando County Purchasing and Contracts Department for receipt on or before the above stated time and date. If a response is sent by U.S. Mail Service or courier, the OFFEROR shall be responsible for its timely delivery. **Responses(s) delayed by mail or other reasons shall not be considered and arrangements shall be made for its return at the responder's request and expense.**

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. **Faxed proposals shall be rejected as non-responsive regardless of when the fax is received.**

All proposals will be publicly announced and only the names of all proposers shall be read aloud.

The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the Florida Online Bid System (www.FloridaBidSystem.com). Solicitation documents may be downloaded at NO COST using this electronic website. ***Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon.*** Hernando County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only Consultant/Firm(s) who properly register and obtain solicitation documents directly from the electronic website Florida Online Bid System (www.FloridaBidSystem.com) will receive addenda and other important information if issued. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A CONSULTANT/FIRM AND DOWNLOAD THE OFFICIAL DOCUMENT AT www.FloridaBidSystem.com at NO COST.**

3. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.

- B. The County reserves the right to request clarification of information submitted and to request additional

information of one or more applicants.

- C. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
- D. Proposals shall be sealed and proposers should indicate on their proposal the following:
1. Request for Proposal Number
 2. Date Proposals Due
 3. Name of Proposer
- E. Costs of preparation of a response to this request for proposals are solely those of the proposer. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

F. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. **INDEMNITY:** To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
2. **PROTECTION OF PERSONS AND PROPERTY:**
 - 2.1 The Consultant/Firm will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
 - 2.2 The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
3. **MINIMUM INSURANCE REQUIREMENTS:** Consultant/Firm shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this contract.
 - 3.1 **WORKERS' COMPENSATION:** As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....	Minimum:
	\$100,000 each accident
	\$100,000 by employee
	\$500,000 policy limit

Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <http://www.myfloridacfo.com/wc/exemption.html>

- 3.2 GENERAL LIABILITY:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000
 GENERAL AGGREGATE.....\$2,000,000
 PERSONAL/ADVERTISING INJURY.....\$1,000,000
 PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....\$50,000
 MEDICAL EXPENSE (Any one (1) person).....\$5,000

- 3.3 ADDITIONAL INSURED:** Consultant/Firm agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 3.4 WAIVER OF SUBROGATION:** Consultant/Firm agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.
- 3.5 AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.
- COVERAGE AS FOLLOWS:**
 COMBINED SINGLE LIMIT (CSL).....\$1,000,000
 BODILY INJURY (Per Person).....\$1,000,000
 BODILY INJURY (Per Accident).....\$1,000,000
 PROPERTY DAMAGE.....\$1,000,000
- 3.6 ☐ Not-Required _____(initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including errors and omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with

"tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

3.7 ☒ Not-Required _____ (initials

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Consultant/Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- 3.7.1** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 3.7.2** Date on which final payment of this contract has been made by County to Consultant/Firm; or
- 3.7.3** Date on which the insurable interests in the property of all insured other the County have ceased.
- 3.7.4** Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

3.8 ☒ Not-Required _____ (initials

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Consultant/Firm shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Consultant/Firm, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Consultant/Firm that would insure to the benefit of the County.

3.9 ☐ Not-Required _____ (initials

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Consultant/Firm shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on contract.

- 3.10 SUBCONTRACTORS (if applicable):** All subcontractors hired by said contractor is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the county as required by the contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
- 3.11 RIGHT TO REVISE OR REJECT:** County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- 3.12** Each insurance policy shall include the following conditions by endorsement to the policy:
- 3.13** Consultant/Firm agrees to provide County with a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the Consultant/Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Consultant/Firm agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners
ATTN: Purchasing Department
20 N. Main St. Room 365
Brooksville, FL 34601

4. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.
 5. The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
 6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 7. The Consultant/Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- G.** Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the contract.
- H.** Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.
- I.** The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

J. The awarded Consultant/Firm shall establish and maintain a reasonable accounting system, which enables ready identification of Consultant/Firm's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Consultant/Firm or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant/Firm's place of business. This right to audit shall include the Consultant/Firm's subcontractors used to procure goods or services under the contract with the County. Consultant/Firm shall ensure the County has these same rights with subcontractor(s) and suppliers. Pursuant to Section 119.0701, Florida Statutes, Consultant/Firm shall comply with the Florida Public Records Laws and shall:

- i. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- v. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

K. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, in alphabetical order, will be posted for review by interested parties at the Purchasing and Contracts Department prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. **Additional information relative to lobbying and protests can be found at the following site: Hernandocounty.us/purchasing.**

L. **CONE OF SILENCE:** This solicitation falls under the Hernando County Procurement Ordinance 93-16. After a Bid is opened or a Short List is established for a Request for Qualifications or Request for Proposal, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

All Vendors/consultant or representative are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful proposer. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon contract award.

Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative

who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

- M.** Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
- N.** A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, subcontractor or Consultant/Firm under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
- O.** The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- P.** Proposers shall list **all** proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.
- Q. E-VERIFY:**

- 1.** Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

2. Consultant/Firm is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
 - a) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - b) Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
 - c) Establish a written hiring and employment eligibility verification policy.
 - d) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - e) Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as if each employee's verification to minimize the potential for a single individual to subvert the process.
 - f) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - g) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - h) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
 - i) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
 - j) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 - k) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 - l) Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
3. **E-Verify Certification** form shall be submitted with your proposal or your proposal will be declared non-responsive.
4. **Alien Workers:** Hernando County does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A (e) of the Immigration and Naturalization Act. 8 United States Code §132a (e). Such employment deprives legal workers of job opportunities. Violation of section 274A (e) shall be grounds for unilateral cancellation of the Contract, Agreement, Proposal or Quote for purchase of services and goods by Hernando County.

R. LOCAL PREFERENCE:

1. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a

preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

2. Application:

- 1.2.1.** In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - 1.2.1.1.** Five (5%) percent of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
 - 1.2.1.2.** Three (3%) percent if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
- 1.2.2.** The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
- 1.2.3.** In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses; local businesses shall be assigned five percent of the total points of the total evaluation points.

3. Definitions:

- 1.3.1.** Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local Vendor eligibility identified in Paragraph 35.3.2 below.
 - 1.3.2.** Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - 1.3.2.1.** A physical business and location address;
 - 1.3.2.2.** A copy of a current Hernando County Local Business Tax Receipt (formerly known as an "occupational license") to verify the business location;
 - 1.3.2.3.** Proof of payment of business license and/or real property tax due to Hernando County;
 - 1.3.2.4.** A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - 1.3.2.5.** Any additional information necessary to verify local status.
- 4. Competitive Bids/Quotes:** The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

5. Exemptions:

- 1.5.1.** Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County,

or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

- 1.5.2. Purchases with any sole source supplier for supplies, materials, or other equipment.
- 1.5.3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.
- 1.5.4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- 1.5.5. Purchases with an estimated cost of less than \$10,000.00 or less.

- 6. Appeal: If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

4. QUESTIONS REGARDING THIS RFQ:

Proposers **shall not** direct any queries or statements concerning their proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to purchasing@hernandocounty.us, faxed to (352) 754-4199 or mailed to the Purchasing and Contracts Department, 20 N. Main Street, Room 365, Brooksville, FL 34601, no later than 3:00 PM June 27, 2014 to the attention of Russell Wetherington, referencing the RFP number. When required the Purchasing and Contracts Department will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed **not** to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.

This provision exists solely for the convenience and administrative efficiency of Hernando County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

If any OFFEROR contemplating submitting a proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit to the Purchasing and Contracts Department, on or before ten (10) calendar days prior to the scheduled opening of proposals, a request for clarification. All such requests for information and/or clarification shall be made in writing and the OFFEROR submitting the request will be responsible for its prompt delivery. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's electronic service website at www.FloridaBidSystem.com. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an OFFEROR must be acknowledged by signing and returning the addendum with your proposal to the Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2800.

5. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The purchasing agent will schedule a meeting with the proposer for the debriefing. However, at the proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- a. Key requirements of the solicitation.

- b. The overall ranking of all proposals.
- c. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- d. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- e. If applicable, a summary of the rationale for award.
- f. Responses to any relevant questions of the proposer.

6. PROPOSAL FORMAT:

Selection will be based on a review of the ability, qualifications, expertise, past performance and experience relevant to the nature of the project. One Consultant/Firm will be chosen to operate a Contractor Operated Parts Store for Hernando County.

The County reserves the right to award this contract pursuant to this RFP without further discussion and/or oral review. Therefore, it is imperative that each proposal is complete, adheres to the format and instructions contained herein and are submitted in the most favorable manner possible.

Respondents are advised that the County's ability to conduct a thorough evaluation of proposals is dependent upon such proposals being well-ordered, comprehensive and directly related to the County's stated needs. Conciseness is required with direct response to identified elements in this RFP.

Both the original and each copy of the proposal shall include a copy of any attachments or exhibits. Clearly mark "ORIGINAL" on the original proposal and "COPY" on each of the copies. All pages in the proposal must be numbered sequentially and indicate the name of the Proposer. If printed material has been enclosed as an exhibit, reference the exhibit's identifying information and location in the body of a response to a question.

Note: *Exhibits, attachments, or enclosures without complete references will negatively impact proposal evaluations.*

The proposal must include a Disclosure Statement of any potential conflicts of interest that the firm may have due to other clients, contracts, or interest associated with this RFP. Respondents are advised that all information disclosed as part of this RFP process is considered part of the public domain by the laws of the State of Florida and is subject to inspection by the public for thirty (30) days after opening of the RFP's or until a short list is recommended whichever comes first pursuant to the terms of Chapter 119 and 287 of the Florida Statutes unless an exception applies. All proposals submitted in response to this RFP become the property of Hernando County Board of County Commissioners. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal, in its best interest. Proposals must contain complete, detailed responses to the requests for information contained in this document and any subsequent addenda issued regarding this RFP.

The following information shall be submitted with your proposal. Failure to submit this information will render your proposal non-responsive.

TAB A – STATEMENT OF INTEREST AND INTRODUCTION:

The responding firm will provide a letter, on letterhead, not exceeding two pages, which serves as a statement of interest and introduction to the submittal. To include disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the county's project. The signatory shall have the authority to bind the proposer to the submitted proposal and shall be able to provide a delegation of authority document within a reasonable amount of time if requested by the County.

TAB B – PROJECT UNDERSTANDING and APPROACH:

- a. Provide a detailed approach for implementing, managing and maintaining a Contractor Operated Parts Stores (COPARS) in accordance with the scope of services provided in this proposal. Include anticipated resources, including staffing levels, technology and equipment. Explain in detail how you will provide cost effective procurement of parts and services.
- b. Document and include detailed requests for any initial changes to the physical layout of the parts

room with your proposal.

- c. Implementation timeline needs to be included in your proposal with graphical representation and milestones for the operation to be operational October 1, 2014.

TAB C – PROJECT TEAM:

List in detail the members of your project team and the expertise each will bring to the project.

TAB D – PAST EXPERIENCE:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ and must have a proven track record integrating with Asset Works

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

TAB E- COMPENSATION

Your compensation proposal must be submitted using the fee schedule below:

RFP# 14-R00095 Contractor Operated Parts Store (COPARS)						
Proposers must provide prices for each line item for their proposal to be considered responsive.						
<u>Item</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>		<u>Extended Price</u>
1	Hourly Rate Overtime	Hour	\$	80	=	\$
2	Overhead (Monthly charge inclusive of personnel, office equipment and supplies)	Monthly	\$	12	=	
3	Products List Pricing less Percentage Discount	Percentage	%	\$500,000	=	
4	Non-Vendor Products Markup (OEM Manufacturers parts)	Percentage	%	\$220,000	=	
5	Restocking Fee	Percentage	%	\$20,000	=	

TAB I - QUALIFICATION SUMMARY:

Summarize the qualifications of your firm and/or team that make you the **most qualified firm** to perform the work associated with this project.

7. SELECTION CRITERIA:

POINTS

The following evaluation criteria will be utilized:

- | | |
|--|----|
| A. Project Understanding and Approach | 30 |
| B. Project Team, Experience and References | 30 |
| C. Compensation | 40 |

Total: 100

8. REQUIRED FORMS:**8.1 PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Qualifications, Instructions to Proposers, General and/or Special Conditions, Specifications, RFQ Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Qualifications at the prices or rates quoted in my proposal. I agree that my RFQ will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFQ on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the contract.

I further certify that this RFQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFQ for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other proposer interested in said RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFQ IS SUBMITTED:

Please check one:

- ☐ I take NO exceptions.
☐ Exceptions: _

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

 Name & Title

 Signature

 Date

This document must be completed and returned with your Submittal

8-2 STATEMENT OF NO PROPOSAL

If you do not intend to proposal on the RFQ, please return this form immediately to:

**Hernando County
Purchasing Department
20 N. MAIN ST, Room 365
Brooksville, Fla. 34601**

We, the undersigned, have declined to submit a proposal on: **RFP#14-R00095, COPARS**

Reason:

- ☐ Specifications too tight, geared toward one brand or manufacturer (explain below)
- ☐ Insufficient time to respond.
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product/services.
- ☐ Our present schedule does not permit us to perform.
- ☐ Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified Offerors.

COMPANY NAME :

ADDRESS:

PHONE:

SIGNATURE:

8-3 DRUG FREE WORKPLACE CERTIFICATE:

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

This document must be completed and returned with your Submittal

8-4 AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County BCC or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

Affiant

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, who is personally known to me or who has produced
___ as identification and who did take an oath.

Notary Public

My Commission Expires:

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

8-5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

County of Hernando

by

[print individual's name and title]

for

[print name of entity submitting sworn statement]

whose business address is _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "*person*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant/Firm list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

[signature]_____
[date]

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____, who, after first being sworn by me, affixed his signature in the space

[Name of Individual Signing]

provided above on this _____ day of _____.

NOTARY PUBLIC

My commission expires: _____

This document must be completed and returned with your Submittal

8-6 CONSULTANT/FIRM INFORMATION

In addition to General conditions, your PROPOSAL may be disqualified if the following Consultant/Firm information is not returned with your PROPOSAL.

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Consultant/Firm is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: _____

Do you collect Florida State Sales Tax? () Yes () No

AUTHORIZED SIGNATURES/NEGOTIATORS

The Consultant/Firm represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the respondent or proposer will be duly bound:

Name _____	Title _____	Phone # _____
Name _____	Title _____	Phone # _____
Name _____	Title _____	Phone # _____

Commodity or Service Supply: _____

If Consultant/Firm is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the Consultant/Firm, so indicate.

If remittance address is different from the mailing address so indicate below.

Submitted by (SIGNATURE): _____

Name & Title Printed: _____

This document must be completed and returned with your Submittal

8-7 LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) : _____.

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? _____ YES _____ NO

B. Hernando County Local Business Tax Receipt Submitted with Affidavit:

YES _____ NO _____

C. Proof of Business License and/or Real Property Tax Submitted with Affidavit:

YES _____ NO _____

D. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

[Date]

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

[Name of Individual Signing] Who, after first being Sworn by me, affixed his signature
in the space provided above on this _____ Day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

8-7 HERNANDO COUNTY E-VERIFY CERTIFICATION

Bid/Contract No: _____

Financial Project No(s): _____

Project Description: _____

Consultant/Firm acknowledges and agrees to the following:

Consultant/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Consultant/Firm to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

This document must be completed and returned with your Submittal

8-8 ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY PROPOSAL OR PROPOSAL.

This document must be completed and returned with your Submittal

**EXHIBIT A
SAMPLE CONTRACT****AGREEMENT FOR
CONTRACTOR OPERATED PARTS STORE SERVICES**

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between HERNANDO County, a political subdivision of the State of Florida, herein after referred to as the "County" and "Name of Company", a , licensed to do business in the State of Florida, hereinafter referred to as " Company" or "Contractor".

WITNESSETH

WHEREAS the County intends to undertake the Project described as "Contractor Operated Parts Store", and employ Company in connection with this Project; and,

WHEREAS, the County issued RFP #14-R00095/RW on date ; and,

WHEREAS, the County evaluated and ranked the proposals received and found _____ Company qualified to perform the necessary services, and

WHEREAS, _____ Company has reviewed the scope of services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

NOW, THEREFORE, the County and _____ Company, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR OPERATED PARTS STORE SERVICES

A. _____ Company agrees to diligently provide Contractor Operated Parts Store services and to perform the required services in the manner described in, Scope of Services IN RFP#14-R00095, attached hereto and incorporated herein.

B. This Agreement shall commence immediately upon the execution of this Agreement by both the County and _____ Company, and upon _____ Company receipt of the written Notice to Proceed from the County's Chief Procurement Officer, and shall continue through the completion of the contract in accordance with Exhibit B, Project Schedule, attached hereto and incorporated herein.

II. TERM

The initial term of this Agreement shall be for a three (3) year period beginning on the date the Agreement is executed by the County. There will be an option to extend the Agreement for two (2) additional one (2) year terms, contingent upon approval of both the County and the Contractor at time of extension.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. _____ Company represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into the Agreement.

B. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify _____ Company if the necessary appropriation is not made.

C. Costs for all _____ branded parts sold to the County will be jobber net pricing. Pricing shall be available to County, per request, via a pricing website, which shall be

updated when prices change. A _____ Mark up charge will be added to the price listed. Pricing on Contractor's non-brand parts and Original Equipment Manufacturer ("OEM") Parts will be the best price negotiated by Contractor and the parts Vendor. A _____ Mark up charge will be added to the negotiated part price. Contractor shall invoice the County for all Inventory purchased pursuant to this Agreement on a monthly basis according to the fee schedule in Exhibit C.

D. Administrative costs include any and all costs and expenses associated with the operation of the on site store.

E. Contractor shall notify the County of any increases to administrative costs no less than sixty (60) days prior to the renewal of the contract each year. Any increases to the monthly fee schedule must be no greater than the change in Consumer Price Index (CPI) for that period.

F. County will be billed at the end of each month for administrative cost on an "in arrears" basis. In addition, Contractor may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by Contractor), and County will be billed an additional charge for any such purchases so as to yield Contractor an _____ percent (_____ %) Mark up on such purchases.

IV. ADDITIONAL SERVICES

If, upon written instruction by the County's Chief Procurement Officer and written agreement by _____ Company, _____ Company shall perform additional services, and if such services are not required as a result of error, omission or negligence of _____ Company, then in such event _____ Company shall be entitled to additional compensation. The additional compensation shall be computed by _____ Company on a revised fee quotation proposal and submitted to the County's Chief Procurement Officer for review and approval by the County. The fee shall be agreed upon before commencement of any additional services of changes and shall be incorporated into this Agreement by written Amendment. Any additional service or work performed before a written amendment to this Agreement shall not be compensated by the County.

V. METHOD OF PAYMENT

A. The County shall pay _____ Company through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act of Florida Statutes, Section 218.70, upon receipt of the _____ Company invoice and written approval of same by the County's Chief Procurement Officer indicating that services have been rendered in conformity with this Agreement. _____ Company shall submit an invoice for payment to the County on a monthly basis for those specific services as described in Exhibit A, Scope of Services and the corresponding amount as described in Exhibit C, Fee Schedule, attached hereto and incorporated herein that were completed during that invoicing period.

B. For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the County's Chief Procurement Officer.

C. _____ Company invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. _____ Company is responsible for providing all necessary documentation that may be required by the County.

VI. LIABILITY OF THE PARTIES

_____ Company shall pay on behalf of or indemnify and hold harmless County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of the negligence, intentional misconduct, or default of _____ Company arising out of or in any way connected with the _____ Company or sub-contractors' performance or failure to perform under the terms of this Agreement (this section of the Agreement will extend beyond the term of the Agreement).

VII. CONSULTANT'S INSURANCE

Before performing any work pursuant to this Agreement, _____ Company shall procure and maintain, during the life of this Agreement unless otherwise specified, insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF _____ COMPANY

A. _____ Company shall be responsible for the professional quality, technical accuracy, and the coordination of all reports other documents and data produced by _____ Company under this Agreement. _____ Company shall, without additional compensation, correct or revise any errors or deficiencies in its reports, or other documents and data.

B. If _____ Company is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

C. _____ Company warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for _____ Company), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the _____ Company; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. _____ Company covenants and agrees that it and its employees shall be bound by the standards of conduct of Florida Statutes, Section 112.313, attached hereto, as it relates to work performed under this Agreement.

E. _____ Company shall comply with Florida Statutes, Section 287.133, attached hereto, Public Entity Crimes.

F. _____ Company shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. _____ Company shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the _____ Company offices for the purpose of inspection, audit, and copying upon 5 days notice and during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

H. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

I. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

IX. OWNERSHIP AND USE OF WORK PRODUCTS

A. _____ Company owns several proprietary inventions, such as the software on the _____ computer, which it must protect and cannot assign to the County.

B. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County systems. The County operates on a Cisco/Nortel hybrid optical network behind a Check Point firewall. County PCs run Microsoft Windows-compatible software. The County's wireless network is Cisco based. County shall provide Contractor access to secure internet line availability during the term. Additional details regarding County technology and systems may be obtained by contacting Enterprise Information Technology.

X. TIMELY PERFORMANCE OF GENUINE PARTS COMPANY PERSONNEL

A. The timely performance and completion of the required services is vitally important to the interest of the County. _____ Company shall assign a Project Manager, together with such other personnel as are necessary to assure faithful and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by _____ Company to perform the services of this Agreement, shall comply with the information presented in the response proposal made a part hereof by reference. _____ Company shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to _____ Company key personnel must be communicated to the County's Chief Procurement Officer in writing, prior to changes becoming effective.

B. The services to be rendered by _____ Company shall commence upon _____ Company receipt of written Notice to Proceed from the County's Chief procurement Officer. The time limits set forth in Exhibit B, Project Schedule, shall commence to run on the date of the Notice to Proceed.

C. Time is of the essence in the performance of this Agreement. _____ Company specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. Force majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties. Notwithstanding the foregoing, _____ Company agrees to make reasonable commercial efforts to meet required delivery times, but conditions out of _____ Company's reasonable control, such as adverse traffic or weather conditions, may delay deliveries that are required from off-site locations. _____ Company's employees shall make such deliveries in a manner consistent with safe and responsible driving practices.

D. _____ Company agrees to provide to the County's Chief Procurement Officer, upon request, written progress reports concerning the status of the Project. The County's Chief Procurement Officer may determine the format for this progress report. The County shall be

entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by _____ Company.

E. In the event unreasonable delays occur on the part of the County or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by _____ Company which delay the project schedule completion date, the County's Chief Procurement Officer shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

XI. OBLIGATIONS OF COUNTY

A. The County's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the County's Administrative Agent. The County shall designate any specific project manager in the Notice to Proceed. The responsibility of the County's Administrative Agent shall include:

1. Examination of all reports, proposals, and other documents presented by _____ Parts Company, and render in writing, decisions pertaining thereto within a reasonable time.
2. Transmission of instructions, receipt of information, interpretation and definition of County policies and decisions with respect to matters pertinent to the work covered by this Agreement.
3. Review for approval or rejection all of _____ Parts Company documents and payment requests.

B. The County shall, upon request, furnish _____ Parts Company with all existing data, plans, studies and other information in the County's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the County and shall be returned to the County's Administrative Agent upon completion of the services to be performed by _____ Parts Company. The County's Chief Procurement Officer shall conduct periodic reviews of the work of _____ Parts Company necessary, for the completion of the _____ Parts Company services during the period of this Agreement and may make other County personnel available, where required and necessary to assist _____ Parts Company. The availability and necessity of said personnel to assist _____ Parts Company shall be determined solely within the discretion of the County.

C. The County shall not provide any services to _____ Parts Company in connection with any claim brought on behalf of or against _____ Parts Company

D. County shall provide, at its sole expense, usable space for _____ Parts Company's on site store and _____ Parts Company's inventory. County shall provide access to restroom facilities for _____ Parts Company employees. Further, County shall furnish, at its sole expense, all utilities for the onsite store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, access to secure internet availability, power, fuel, janitorial and all other utilities and services rendered or delivered to the onsite store(s) whatsoever. County shall, at all times during the term of this Agreement, at County's expense, maintain in good condition and repair (so as to prevent any damage or injury to _____ Parts Company's employees, the inventory or other personal property located in the onsite store(s)) the roof, exterior walls, foundation, and structural portions of the onsite store(s).

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) calendar days written notice to _____Parts Company to terminate the services of _____ Parts Company and, in that event, _____Parts Company shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by _____ Parts Company in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to _____Parts Company and _____Parts Company shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A, Scope of Services, and Exhibit C, Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task shown in Exhibit A, Scope of Services, and Exhibit C, Fee Schedule, less (3) all previous payment in accordance with Article II.

B. In the event that _____Parts Company has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to _____Parts Company indicating its intention to do so. The written notice shall state the evidence indicating _____Parts Company's abandonment. Payment for work performed prior to _____ Parts Company's abandonment shall be as stated above.

C. _____Parts Company shall have the right to terminate services only in the event of the County failing to pay _____ Parts Company properly documented and submitted invoice within forty five (45) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than sixty (60) calendar days.

D. _____Parts Company shall have the right to terminate services for its convenience upon sixty (60) calendar day's written notice.

E. The County reserves the right to terminate and cancel this Agreement in the event _____ Parts Company shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

F. After written Notice is provided to _____Parts Company and a reasonable opportunity to cure is provided, and after consultation with the County's Chief Procurement Officer, the County shall have the right to terminate this Agreement and refuse to make payment for such services mis-performed due to:

- (1) The quality of a portion, or all, of _____Parts Company work not performed in accordance with the requirements of this Agreement;
 - (2) The quantity of _____Parts Company work not delivered or performed as represented in _____Parts Company payment request, or otherwise;
 - (3) _____Parts Company rate of progress, not progressing such that in the County's opinion, substantial or final completion, or both may be inexcusably delayed;
 - (4) _____Parts Company failure to use the Agreement funds, previously paid _____Parts Company by the County, to pay _____Parts Company Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - (5) Claims made, or likely to be made, against the County, or its property;
 - (6) Loss caused by _____Parts Company;
 - (7) _____Parts Company failure or refusal to perform any of the obligations to the County after written notice and a reasonable opportunity to cure as set forth above.
- The parties' rights hereunder survive the term of this Agreement and are not waived

by final payment or acceptance and are in addition to the obligations stated in Exhibit A, Scope of Services.

G. Upon termination, expiration, or non-renewal of this Agreement, County shall purchase all non-inventory at current price structure. The County also shall have the option to purchase any branded inventory, owned by Contractor and located in the on site store(s) at Contractor's current acquisition cost.

XII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Hernando County, Florida, with a mediator mutually agreed to by the parties, and with the parties sharing equally in the cost of such mediation.

B. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Agreement. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, _____Parts Company shall be required to continue its services and all other obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, the actual period of mediation or judicial proceedings.

XIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the scope of services or any increase in the compensation for the services, the Board of County Commissioners for the County and the duly authorized representative for _____Parts Company shall agree in writing to this change. For all other changes, the County's Chief procurement Officer and _____Parts Company representative shall agree in writing to the change.

B. Any reference to a specific section of the Florida Statutes in this Agreement shall mean that the specific section or a successor section shall by reference be made a part of this Agreement as though set forth in full.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of

such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

E. _____Parts Company shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or notation) without the prior written consent of the County, except that claims for the money due or to become due _____Parts Company from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

G. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

H. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, to the addresses listed below:

Company Name:

Title:

Address:

Telephone: Facsimile: E-mail:

G. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

H. Contractor is an independent contractor and all employees' personnel provided by contractor to staff the onsite parts store(s) are employees of contractor.

Attachments:

Exhibit "A" Scope of Services form RFP
Exhibit "B" Compensation and Method of Payment
Exhibit "C" Certificate of Insurance
Exhibit "D" Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

(SEAL)

Wayne Dukes, Chairman

Attest: _____
Donald C. Barbee, Jr., Clerk of Circuit Court

(FIRM/COMPANY NAME)

By _____

Witness _____

Printed Name and Title of Professional

Printed Name and Title of Professional