

**PIGGYBACK AGREEMENT FOR INTEGRATED BUSINESS SOLUTIONS
FLEET AND FACILITY RELATED PARTS AND SERVICES**

This Agreement is made on the _____ day of _____, 2025 (the “Effective Date”), by and between the **City of Pinellas Park**, a Florida municipal corporation (the “City”) and **Genuine Parts Company d/b/a Napa Auto Parts**, a foreign corporation (the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, the City owns and operates a fleet of vehicles and equipment as well as facilities that periodically need service, repairs and parts that Contractor can provide to City; and

WHEREAS, Contractor is willing and able to provide solutions for the City that are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to reach proper operating status, and equipment or products-only solutions may be appropriate for situations where the City possesses the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products needed; and

WHEREAS, on June 16th 2024, the Hillsborough County Sheriff’s Office (“HCSO”) issued Request for Proposal 2024-017 (the “RFP”) for the purpose of receiving proposals for integrated business solutions, more specifically, Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions, as further described in the RFP; and

WHEREAS, on September 3rd 2024, HCSO chose Contractor’s Proposal, and on December 4th 2024, the Contractor and HCSO entered into a Master Agreement for Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions and Related Services (the “Master Agreement”) through the Florida Sheriffs Association Cooperative Purchasing Program (the “FSA CPP”) wherein the Contractor agreed to provide products and services for HCSO and all Eligible Purchasers in accordance with the terms and conditions described therein; and

WHEREAS, “Eligible Purchaser” is defined by the Master Agreement as “any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriff’s offices, clerks, property appraiser, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida, and the City of Pinellas Park is an Eligible Purchaser under the Master Agreement; and

WHEREAS, § 2-615(b)(2) of the Pinellas Park Procurement Code authorizes the City to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process acquire goods or services by use of an existing agreement between a vendor and another public agency (piggybacking) where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent than the City’s, and where the City’s terms of acquisition do not substantially differ from the initial public agency’s agreement; and

WHEREAS, the City of Pinellas Park’s legal counsel has analyzed the RFP process used by HCSO and has determined that it was conducted in compliance with City’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to City’s Code; and

WHEREAS, the City desires to piggyback onto the Master Agreement for the purposes of receiving some of the products and services from Contractor as are being provided to HCSO under the Master Agreement; and

WHEREAS, the Master Agreement specifically allows Contractor to enter into piggyback agreements with Eligible Purchasers such as the City of Pinellas Park, a municipality in the State of Florida.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance by Contractor. The Contractor shall make available to City, and provide to City as requested, the same products and services as are available and provided to the City in accordance with the terms and conditions of the Master Agreement, at the prices specified therein. All references to “Eligible Purchaser” in the Master Agreement shall, for purposes of this Agreement, mean City of Pinellas Park.
2. Scope of Services Specific to City of Pinellas Park. The Contractor shall perform the work as set forth in the Scope of Services attached hereto as Exhibit “A” attached hereto.
3. Unit Pricing. The Contractor’s products and services shall be provided at the same unit prices as are set forth in the Master Agreement.
4. Additional Services. This Agreement is only for the provision of those products and services provided by or made available by Contractor to the City in the Master Agreement. The Parties understand that any other products or services the City may wish to acquire outside of the Scope may or may not be acquired from Contractor and will be acquired in accordance with applicable law and City’s procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of any addenda issued thereunder), (ii) the Contractor’s Proposal, and (iii) the Master Agreement (including any amendments and extension notices related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the Master Agreement to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the Master Agreement shall prevail first, followed by the Contractor’s Proposal, followed by the RFP, as set forth in § 4 of the Master Agreement.
6. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date herein and shall have a Termination Date of **September 2nd 2029**, as set forth in § 2 of the Master Agreement. Pursuant to that section, the Master Agreement may be extended by HCSO for up to two (2) additional five-year extensions (to September 2nd 2039) upon written agreement of HCSO and Contractor. HCSO may terminate the Master Agreement without cause by providing Contractor with thirty (30) days’ prior written notice which would also terminate this Agreement between City and Contractor. The City has the right to terminate individual orders from Contractor immediately in the event of any of the following:
 - The City fails to receive appropriate funding in the annual City budget to pay for products and services under this Agreement.

- Federal, State, or local laws or regulations prohibit the purchases from Contractor or change the City's requirements for purchases.
 - The Contractor materially breaches the Master Agreement, or any additional terms agreed to between the City and Contractor, and Contractor fails to cure the breach in accordance with the Master Agreement.
7. Title References. To the extent the Master Agreement refers to certain officials or employees authorized to act under the Master Agreement, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the City of Pinellas Park City Manager, or her/his designee. To the extent the Master Agreement refers to the "Owner", the Parties agree that for purposes of this Agreement, such references shall mean the City.
8. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
 - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.369.0619), E-MAIL (cityclerk@pinellas-park.com), OR MAIL (CITY OF PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78th AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781.

9. Notices. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

City: City of Pinellas Park
Attn: City Manager
5141 78th Avenue North
Pinellas Park, FL 33781

Contractor: Attn: Mr. Art Fisher, Division Vice President
Genuine Parts Company d/b/a Napa Auto Parts
2999 Wildwood Parkway
Atlanta, GA 30339

10. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time

to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the products and services to be provided under this Agreement are highly specialized and the City will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the City.
- d. **Governing Law; Venue.** Pursuant to § 22 of the Master Agreement, this Agreement is governed by the laws of the State of Florida, and the venue for any legal action is in Hillsborough County, Florida. Contractor shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations, and standards throughout the initial term and all renewal terms of this Agreement.
- e. **Attorney Fees.** Notwithstanding any provision of § 26 of the Master Agreement to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or the delivery of the Contractor's products and services to the City. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age, or marital status.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the products and services under this Agreement and the Master Agreement, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its

officers, employees, agents, or subcontractors, any rights, interest, or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge, or promptly take such action as may be necessary and reasonable to settle such debts or claims.

- j. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth herein. Proof of such insurance coverages and certificates of insurance will be provided to the City upon request as required in the Master Agreement and RFP. Specifically, Contractor shall carry and provide the following types and amounts of insurance during the term of this Agreement and any renewal terms and for one year after the expiration of this Agreement:

1. Certificate of Insurance

The City shall be furnished with proof of insurance coverage as follows:

- The name of the insured Contractor, the name of the insurer, the number of the policy, its effective date, and its termination date; and
- Statement that the insurer will mail notice to the City at least ten (10) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and
- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Section; and
- If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms, and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Section.

2. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with delivery of products and services to the City, and in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law.

3. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damages for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by Contractor or by anyone directly or indirectly employed by Contractor, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for this Agreement.
- Coverage shall include premises, operations, products, completed operations, independent Contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury, and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for products delivered and services performed under this Agreement for a minimum of three (3) years following the expiration of this Agreement.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

- k. **Indemnification and Preservation of Immunity.** Notwithstanding § 5 of the Master Agreement, to the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

- l. **Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

- m. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to provide products or services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- n. **Human Trafficking Affidavit.** The Contractor shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the City's procurement staff.
- o. **Owner Direct Purchases.** As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the City reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as City Direct Purchases (ODP) and is a method that may be utilized to create savings for the City. The City saves the amount of the sales tax when it purchases material/equipment directly from the manufacturer/supplier (material/equipment cost only) and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the City elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.
- p. **Personal Identifying Information.** Pursuant to Florida Statutes § 287.138, in the event the performance by Contractor under this Agreement would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.
- q. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- r. **Amendments.** This Agreement may be modified, amended, or extended only by written amendment executed by authorized representatives of both Parties.
- s. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

- t. **Fiscal Non-Funding Clause.** Pursuant to §9 of the Master Agreement, the City retains the continuing right to terminate this Agreement at the expiration of each budget period (City of Pinellas Park Fiscal Year is October 1st to September 30th) during the initial term or any renewal term of this Agreement and is conditioned on a best effort attempt by the City to obtain appropriate funds for payment under this Agreement. The Contractor has no obligation to continue providing products and services if funds are not sufficiently appropriated or if funds appropriated for payment under the Master Agreement and this Agreement are exhausted. Payment made for work completed through the effective date of termination will be made to the Contractor by the City. Notwithstanding the foregoing, nothing in this section shall limit the obligation to purchase all non-NAPA inventory upon the termination, expiration or non-renewal of this Agreement.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Pinellas Park

**Genuine Parts Company
d/b/a Napa Auto Parts**

By: _____
Bart Diebold, City Manager

By: _____
Print Name: _____

Approved by Council: _____

EXHIBIT A

Scope of Services

This document details the Scope of Services (SoS) to be provided, encompassing comprehensive Vendor Managed Inventory (VMI) solutions, integrated Logistics Management, and essential Training and Support Services.

1. Vendor Managed Inventory (VMI) Solutions

The VMI component is designed to manage and optimize the supply, storage, and availability of critical operational materials, ensuring seamless fleet and warehouse functions. Services include:

1.1 Inventory Provisioning and Sourcing

- **Parts and Supply Management:** Provisioning of all necessary parts, fluids, equipment, and supplies required for vehicle, truck, fleet, and warehouse operations.
- **Sourcing and Procurement:** Comprehensive stock and non-stock parts sourcing, covering both Original Equipment (OE) and Aftermarket parts, fluids, equipment, and supplies.
- **Research, Acquisition, and Delivery:** End-to-end management of parts research, acquisition, and delivery processes to point-of-use locations.
- **Specialized Communications Support:** Provision of radio/communications parts and related services.

1.2 On-Site and Off-Site Operations Management

- **Facilities Management:** Establishing and operating on-site and off-site storage, service, and parts room operations.
- **Staffing and Management:** Full management and staffing of dedicated parts rooms and service areas to maintain efficient operations.

1.3 Performance, Technology, and Lifecycle Management

- **Performance Reporting:** Detailed performance reporting and metrics analysis to track inventory health, usage rates, and cost efficiencies.
- **Data and Technology Analysis:** Utilizing data and technology tools for analysis and predictive insights related to consumption and inventory planning.
- **System Integration:** Facilitation of fleet and facility software integration and data exchange with existing client Enterprise Resource Planning (ERP) or maintenance systems.
- **Warranty Management:** Comprehensive parts replacement and warranty management services, minimizing client administrative burden and maximizing recovery.
- **Emergency Services:** Provision of emergency response services to address critical, unplanned parts and supply needs rapidly.
- **National Distribution:** Access to and management of a national distribution system to ensure broad geographical coverage and reliable delivery timelines.

2. Logistics Management Solutions

The Logistics Management component provides end-to-end coordination of material movement, storage, and shipment optimization to enhance supply chain efficiency and reduce freight costs. Services include:

2.1 Warehouse and Freight Management

- **Warehouse Services:** Provision of professional warehouse management services, including receiving, inspection, storage, and material handling.
- **Inbound/Outbound Coordination:** Warehouse and transportation coordination for all inbound supplies and outbound shipments.
- **Freight Management:** Strategic freight management services designed to select optimal carriers and routes.
- **Customs Management:** Handling of all necessary customs management procedures for international shipments.

2.2 Transportation Optimization and Scheduling

- **Shipment Optimization:** Shipment optimization strategies to consolidate loads, select efficient modes of transport, and minimize transportation costs.
- **Load Scheduling:** Management of load scheduling and delivery confirmation, providing visibility into the transportation pipeline.
- **Just-In-Time (JIT) Replenishment:** Coordination and execution of just-in-time (JIT) replenishment of parts to meet dynamic operational demands while reducing buffer stock.

2.3 Technology and Professional Services

- **Web-Based Solutions:** Deployment of web-based solutions for real-time tracking, inventory visibility, and order management.
- **Knowledge-Based Services:** Provision of knowledge-based professional services for continuous process improvement and strategic logistics consulting.

3. Training, Consultative, and Administrative Support

This section covers the necessary resources to ensure effective implementation and long-term success of the delivered solutions. Services include:

- **Training Services:** Delivery of comprehensive training programs for client personnel on the operation, maintenance, and utilization of the systems and processes established under Section 1 (VMI) and Section 2 (Logistics).
- **Consultative Services:** Provision of expert consultation to assist the client in strategic planning, process mapping, and continuous optimization of VMI and logistics practices.
- **Administrative and Technical Support:** Offering continuous administrative or technical support services related to the technology platforms, physical operations, and data exchange involved in the delivery of all VMI and Logistics Management solutions.