



office memorandum

DATE: March 3, 2026

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Mike White, Fleet Program Manager **MW**

SUBJECT: Continuation of Contract – NAPA Integrated Business Solutions (IBS)
K-2526-152

Background:

The Fleet Services Division has utilized NAPA Integrated Business Solutions (IBS) for several years to provide on-site parts management, inventory control, and procurement support. This partnership has streamlined operations, reduced vehicle downtime, and ensured consistent availability of critical parts for the municipal fleet.

The current Integrated Supply Agreement with NAPA , K-2021-101, was procured as part of our standard procurement process, a Request for Proposal (RFP) issued to evaluate available vendors and ensure competitive pricing and service quality. After a thorough review of all submitted proposals, NAPA IBS was selected as the successful respondent and awarded the contract based on their qualifications, pricing structure, and demonstrated ability to meet the operational needs of the fleet. The current Integrated Supply Agreement’s term will end on March 23, 2026.

Discussion:

NAPA has since been selected as a vendor through Sourcewell’s bid process. Though the Sourcewell NAPA contract established competitive rates, NAPA has offered its customers with current Integrated Supply Agreements, including Norman, an opportunity to take advantage of the competitively-bid contract terms, while NAPA continues to offer a continuation of terms more favorable in the existing Integrated Supply Agreement.

The Fleet Services Division recommends that the City enter into this Renewed Integrated Supply Agreement with NAPA, which serve to recognize the City of Norman as a User Agency under the Sourcewell contract, while continuing under the terms of the City’s Integrated Supply Agreement. Through this process, the current contract with NAPA IBS will remain active and will continue to provide value to the City through efficient parts management and cost-effective procurement practices through March 23, 2027, with the option to renew for four (4) additional one (1) year periods so long as the Sourcewell contract is still in place.

The parties also have the option, with additional approvals on both sides, to amend the terms in the case that the Sourcewell contract is renewed with differing terms. To avoid confusion, the terms of the City’s Integrated Supply Agreement will control over the terms of any other agreement, save this Renewed Agreement. Under the Renewed Agreement, the City may terminate NAPA’s services with sixty (60) days’ prior written notice of termination.

This continuation will ensure uninterrupted support for fleet maintenance operations, prevent delays in parts availability, and allow for a seamless transition into the newly awarded contract period. No changes to the scope of work or pricing are anticipated

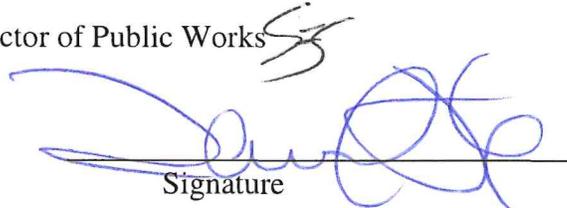
during this continuation period.

Recommendation:

It is recommended that the City Manager approve the continuation of the current NAPA Integrated Business Solutions through the Renewed Integrated Supply Agreement (which adopts and utilizes the Sourcewell contract #090624-GPC). This action will maintain operational stability within the Fleet Division and support the timely implementation of the newly awarded contract. If approved, this contract shall be renewed and continued for one year from the renewal effective date of March 23, 2026, with the option to renew for four additional one-year periods.

Reviewed By: Scott Sturtz, Director of Public Works

3-5-26
Date


Signature

APPROVED BY: Darrel Pyle, City Manager
 DISAPPROVED Shannon Stevenson, Assistant City Manager

CC: Kim Coffman, Budget Manager
 Clint Mercer, Chief Accountant
 Beth Muckala, Assistant City Attorney III

**RENEWED INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF NORMAN, OKLAHOMA**

THIS RENEWED INTEGRATED SUPPLY AGREEMENT (this "Renewed Agreement") is entered into this 23 day of March, 2026 (the "Renewal Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and **CITY OF NORMAN, OKLAHOMA** ("CUSTOMER").

WHEREAS, CUSTOMER and NAPA are parties to that certain Integrated Supply Agreement dated as of March 23, 2021 by and between CUSTOMER and NAPA (the "Agreement"), pursuant to which NAPA has historically provided integrated business solutions services to CUSTOMER; and

WHEREAS, on December 26, 2024, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance (hereinafter "Sourcewell"), Sourcewell and NAPA executed contract #090624-GPC, pursuant to which NAPA may continue to provide a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions to User Agencies (the "New Sourcewell Contract"); and

WHEREAS, CUSTOMER is a current Sourcewell User Agency and desires to become a Sourcewell User Agency under the New Sourcewell Contract, and the parties agree that the New Sourcewell Contract is a vehicle by which CUSTOMER and NAPA may renew and continue the terms of the Agreement, and following NAPA and Sourcewell's execution of the New Sourcewell Contract, the parties hereto desire to so renew and continue the term of the Agreement utilizing the New Sourcewell Contract as a vehicle to do so.

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

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or, if not defined in the Agreement, then the New Sourcewell Contract.

2. **Term.** The parties hereby agree that pursuant to this Renewed Agreement the terms of the Agreement, as may be modified by the New Sourcewell Contract or this Renewed Agreement hereunder, shall be renewed and continued for one (1) year from the Renewal Effective Date, with the option to renew for four (4) additional one (1) year periods by the City's Fleet Superintendent or designee unless the New Sourcewell Contract terminates or expires at an earlier date. As the term of the New Sourcewell Contract is renewed or extended, the New Sourcewell Contract shall be incorporated automatically with any such extension without further action of the parties. Upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, the Agreement may be again incorporated into a

subsequent renewal agreement for a period of time equal to or shorter than the period of time of the term of the successive contract from Sourcewell to NAPA for substantially the same products and services as set forth herein or upon the mutual written agreement of the parties hereto. The Agreement shall terminate automatically upon the termination, for any reason, of the New Sourcewell Contract; provided that in the event Sourcewell awards to NAPA a successive contract for substantially the same products and services, the Agreement may be extended for as long as the term of such successive Sourcewell contract. Notwithstanding the foregoing, either party may terminate the Agreement as set forth herein at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. Conflict. Except as hereby amended, the terms set forth in the Agreement shall remain unchanged in full force and effect, and the terms of the Agreement remain enforceable against each of the parties, shall control over the terms of the New Sourcewell Contract, and are hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Renewed Agreement, this Renewed Agreement shall control.

4. Counterparts. This Renewed 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. The CUSTOMER's approval may be obtained according to those applicable processes and/or procedures set forth in its applicable Municipal Code and other regulatory documents.

5. Additional Terms. Notwithstanding the terms of the Agreement and the New Sourcewell Contract, any indemnity or confidentiality by City is to the extent permitted by applicable law, including the Constitution of the State of Oklahoma and the Oklahoma Open Records Act, 51 Okla. Stat. § 24A.1 *et seq.*

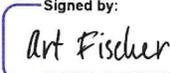
6. Entire Agreement. The Agreement, as modified by the New Sourcewell Contract and this Renewed Agreement strictly as set forth herein, shall constitute the entire agreement of the parties, and shall supersede all prior proposals, contracts and understandings between the parties concerning the subject matter of the Agreement/New Sourcewell Contract/Renewed Agreement. This Renewed Agreement, conjunction with the referenced and incorporated Agreement, shall be considered a "Participating Addendum" supplementing and modifying the New Sourcewell Contract, as set forth herein.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

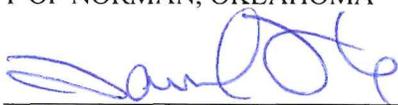
NAPA:

GENUINE PARTS COMPANY

Signed by:

By: _____
Name: Art Fischer
Title: vice president

CUSTOMER:

CITY OF NORMAN, OKLAHOMA


By: _____
Name: DARREL PYLE
Title: CITY MANAGER