



## **Solicitation Number: RFP #091422**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motion Industries, Inc., 1605 Alton Road, Birmingham, AL 35210 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model or remanufactured to OEM standards. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. All equipment and products supplied pursuant to the Contract are subject to terms or written warranties provided by the manufacturer of each such equipment or product. Supplier will use reasonable commercial efforts to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claim concerning the equipment or product supplied pursuant to the Contract. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Copies of the manufacturers' warranties are available from Supplier upon request. Any manufacturer's warranty will be passed on to the Participating Entity by the Supplier to the extent permitted by contract or law.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. A nonconforming item is one which does not meet the item description (e.g., manufacturer and item number) reflected in the order.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Participating Entity may return such Product or Equipment to Supplier and Supplier will process the Participating Entity's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Supplier, Supplier, as the Participating Entity's sole and exclusive remedy and Supplier's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are

clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligent or intentional act or omission. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell



under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell. The license granted is subject to Supplier's intellectual property usage guidelines and terms and conditions provided to Sourcewell by Supplier in advance of such use.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the

Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for products liability-completed operations  
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** Supplier must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions, provided that such additional requirement is accepted by Supplier in writing. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.



L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. Intentionally omitted.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Motion Industries, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Gregory S Cook*  
2F7AD380ED254FC...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Greg Cook

Title: Chief Procurement Officer

Title: Executive Vice President and CFO

12/12/2022 | 10:38 AM CST

12/14/2022 | 3:51 PM CST

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

12/14/2022 | 4:29 PM CST

Date: \_\_\_\_\_

# RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

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## Vendor Details

Company Name: Motion Industries, Inc.  
Address: 1605 Alton RD  
Birmingham, ALABAMA 35201  
Contact: Carolyn Srp  
Email: Carolyn.srp@motion.com  
Phone: 440-465-5998  
Fax: 205-951-5367  
HST#: 63-0251578

## Submission Details

Created On: Monday August 01, 2022 13:52:50  
Submitted On: Tuesday September 13, 2022 17:17:35  
Submitted By: Carolyn Srp  
Email: Carolyn.srp@motion.com  
Transaction #: 82923b63-c68a-4434-bd53-8eb5e5b23579  
Submitter's IP Address: 104.225.167.253

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Motion Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Motion Industries (Canada), Inc. AST Bearings Santa Rosa MRO LLC DBA Power Industries Ruby PR LLC DBA INRUMEC  As Motion grows through acquisition, newly acquired subsidiary locations will support the Sourcewell contract when they begin to use Motion's point of sale system.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Motion Industries, Inc. or Motion have the following trade names: Advanced Rubber & Plastics Company Allied Bearing Commercial Solutions Dayton Tool and Supply Company DP Brown of Detroit Drago Supply Company Fleck Bearing Florida Bearings General Tool & Supply Company Hub Supply Company Hydra Air Industrial Tool & Supply Kaman Bearing Kaman Bearing and Supply Corporation Kaman Ind. Tech Kaman Industrial Technologies Kaman Industrial Technologies Consignment Kaman Industrial Technologies Corporation Kentucky Pneumatics Lake Erie Tool & Abrasive Lewis Supply Miller Bearings Miller Industrial Solutions Missouri Power Transmission Obbco Safety & Supply OGT Ohio Gear and Transmission Oil & Gas Paragon Service & Supply Plains Bearing Ruby Industrial Technologies Ruston Industrial Supply Tarrant Hydraulic Supply TRC Hydraulic USA US Bearings & Drives
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5U072
5	Proposer Physical Address:	Motion Industries, Inc. – Corporate HQ 1605 Alton Road Birmingham, AL 35210
6	Proposer website address (or addresses):	<a href="https://www.motionindustries.com">https://www.motionindustries.com</a>

7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	<p>Greg Cook Executive Vice President and CFO 1605 Alton Road Birmingham, AL 35210</p> <p>Greg.Cook@motion.com</p> <p>Phone: 205-956-1122</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Adam LeBerte Director of Branch Operations Support 1605 Alton Road Birmingham, AL 35210 Adam.LeBerte@Motion.com 855-223-4551</p>
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Carolyn Srp Government Contract Administrator 1605 Alton Road Birmingham, AL 35210 Carolyn.srp@motion.com 205-895-3394</p> <p>Sonia DeWerff Government Contract Administrator 1605 Alton Road Birmingham, AL 35210 Sonia.dewerff@motion.com 205-895-3154</p>

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>About Motion</p> <p>Over 76 years ago, in 1946, Owen-Richards opened their doors in Birmingham AL. This was the start of what is now one of the largest industrial distribution companies in North America, Motion Industries, Inc. (Motion). Motion is a wholly owned subsidiary of Genuine Parts Company. Today, Motion is a leading distributor of world class products and services to over 300,000 government and hundreds of thousands of industrial customers. On September 5, 2018, Industrial Distribution magazine placed Motion at #4 overall for the largest companies in the Industrial Distribution/MRO market. Motion serves its local markets with over 477 branches, 14 distribution centers and over 54 repair shops/service centers throughout North America, Canada, and Mexico. Through this extensive operating network, our customers have access to 10.4 million quality parts, sourced from a global manufacturing base.</p> <p>About Genuine Parts Company (GPC)</p> <p>For 94 years our parent company, Genuine Parts Company (GPC), has been engaged in the distribution of automotive replacement parts, industrial replacement parts, and electrical/electronic materials. The company has a distribution network that, in 2021, served hundreds of thousands of customers from a network of over 10,000 locations in 15 countries and has approximately 52,000 employees. They also have over 3,100 operations located throughout the United States, Canada, Mexico, the Caribbean, Australia, New Zealand, China, and Southeast Asia. In addition, the company expanded its global network into Europe with its 2017 acquisition of Alliance Automotive Group. Our well positioned, regionally located distribution centers provide us with the unique ability to adapt our product and service lines to better suit our customers' needs. GPC's commitment and reputation for just-in-time service positions us as a critical partner in our customers' success. GPC began to diversify its product lines over 30 years ago into several end-markets with strong growth opportunities. Although each product is unique, we have leveraged 80 years of distribution know-how to manage these businesses the GPC way - continually improving operating and distribution efficiencies. The self-contained synergies of distribution in our combined end-markets provide a solid platform of growth for the company.</p> <p>Please see the attached Exhibit A for the history compilation of Motion Industries, Inc.</p>

11	What are your company's expectations in the event of an award?	<p>In the event of an award, Motion anticipates another successful contract roll-out to Sourcewell members. Being a current contract awardee provides Motion the unique opportunity to draw on our experience and insight to leverage a new Facility MRO contract award to the maximum benefit of the Sourcewell member. Motion is excited about the possibility of winning a new contract award for Facility MRO, Industrial, and Building-Related Supplies and Equipment as it opens the door for Sourcewell members to take advantage of all of Motion's manufacturer/supplier relationships as well as our world class services.</p> <p>Motion recognizes that doing business with the government requires an understanding of regulatory compliance that does not exist in all industries. Government, education, and non-profit organizations must adhere to strict requirements and protocols as it pertains to procurement and contracting activities. It is important for suppliers and vendors to understand these compliance parameters. Motion understands the right contracting vehicle can satisfy many barriers to selling into these markets. Winning a Sourcewell Facility MRO, Industrial, and Building-Related Supplies and Equipment contract is a very important step in the sales process. We understand an award means we have been recognized as an approved supplier that exemplifies knowledge of the rigorous compliance requirements as well as having illustrated the dedication and industry awareness it takes to win a government contract award.</p> <p>Please see the attached Exhibit B. This illustrates Motion's Sourcewell contract growth since 2019. Motion's sales through the Sourcewell contract have continuously grown since the original award in 2014.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Motion Industries is a wholly owned subsidiary of Genuine Parts Company (NYSE: GPC.) In FY 2021, Genuine Parts Company achieved \$18.9 Billion in sales and Motion Industries contributed \$6.3 Billion in sales to the overall total. A copy of GPC's 2021 Annual Report is included in our RFP response.</p> <p>Please see the GPC Annual Report</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Motion distributes industrial products, replacement parts and related supplies and accessories such as bearings, mechanical and electrical power transmission, industrial automation, hose, hydraulic and pneumatic components, industrial supplies, safety supplies, and material handling products.</p> <p>Please see the attached Exhibit C for Motion's US Market Share for 2021.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Motion Canada distributes industrial products, replacement parts and related supplies and accessories such as bearings, mechanical and electrical power transmission, industrial automation, hose, hydraulic and pneumatic components, industrial supplies, safety supplies, and material handling products.</p> <p>Please see the attached Exhibit D for Motion's Canadian Market Share for 2021.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Motion Industries, Inc. has never been subject to bankruptcy action.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Motion sources from over 20,000 product manufacturers and suppliers. At this time, Motion does not maintain official letters of authorization from all of our approved manufacturers and suppliers. If there is ever a question as to the authorization for Motion to sell or represent a specific manufacturer/product Motion will provide the needed documentation, upon request.</p> <p>Motion maintains a database of key suppliers in our operating system. Each key supplier is assigned a supplier number that links to key information about that respective supplier. The supplier number is linked to information about that respective supplier such as contacts, ordering, shipping, invoicing, discounts and other data. Key supplier information is updated frequently to ensure accuracy and expedite product and service transactions for our customers. All of Motion's key suppliers list us as an authorized distributor of their products and services. Motion maintains inventory levels for many of these suppliers at our branches and/or distribution centers.</p> <p>As well as being a world class industrial distributor, Motion is a sourcing company that utilizes our logistical expertise and strong position in the marketplace to meet the ever changing requirements of our customers. If a customer needs a product that may not be a coded item within our system, and it falls within our core competencies, we execute the proper protocol to secure the product for our customer. Motion is often called upon by our customers to source hard to identify and/or difficult to find items. This is where Motion's longevity and vast experience in the industrial distribution market shines.</p> <p>Although Motion is a national industrial MRO distributor, we also provide repair and shops services at one of our over 45 service centers (repair shops) across the North America and Canada. All service center facilities are wholly owned by GPC/Motion Industries, Inc. Motion's shops and service centers perform a full complement of technical services to include hydraulic and pneumatic repair, custom and complete power unit fabrication, gearbox fabrication and repair, process pump fabrication and repair, industrial hose gasket and belt fabrication, electronic drive system fabrication and repair, electronic automation and panels, and other machining service and product modifications. Motion's shops range in size from 2,500 to 23,000 square feet and offer Sourcewell members the most comprehensive shops services in the industry.</p> <p>Please view Exhibit E - Authorized Distributor Manufacturer List</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>In the United States, Motion is qualified with the Secretary of State Offices of all 50 states and Puerto Rico, and we are registered to collect sales tax in every state except Hawaii. Motion Canada is qualified to do business in all provinces and territories in Canada as well as being registered for all federal and provincial VAT and sales taxes. We have hundreds of local business licenses to keep our over 477 branches in compliance with the local statutes. If additional local business license filing obligations are created by the fulfillment of this contract, we will obtain any additional local licenses required by the law.</p> <p>Our repair shop/service center technicians are licensed as needed and will provide proof of license as requested.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Motion has never been debarred, lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Motion often receives accolades, awards and recognition from the industry and customers alike. In Motion's contracts with commercial customers, Motion is obligated to not share contract details, awards, or other information about the contract. For the purpose of this RFP response, we would like to share some of the recent award categories we have received from contract customers. Names and specific details have been omitted due to our contractual obligations. Motion's contract customers have recognized Motion with Supplier of the Year awards, MRO Supplier of the Year awards, Silver, Gold and Platinum levels awards, Quality Achievement awards, Productivity and Cost Savings awards, Excellence in Service awards, Outstanding Service award, Premium Supplier award, and other recognitions. In addition to the above customer accolades, Motion was recognized as the #1 ranked Power Transmission/Bearing Distributor by MDM Market Leaders and the #4 ranked Industrial Distributor by Industrial in North America.
20	What percentage of your sales are to the governmental sector in the past three years	Of Motion's total government sales for the past three years, between 86.20% and 88.60% are for government entities.
21	What percentage of your sales are to the education sector in the past three years	Of Motion's total government sales for the past three years, between 11.40% and 13.80% are for the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Since Motion was awarded the first contract in 2014, Sourcewell has been Motion's sole state and local Government cooperative agreement. As illustrated below, our sales have continued to increase year over year throughout the life of the agreement. With the addition of services in January 2016 and related industrial supplies in March 2017 and through our recent acquisition of Kaman in 2022 our contract sales have significantly increased. We anticipate continued growth if awarded a new Facility MRO, Industrial, and Building-Related Supplies and Equipment contract if awarded as the result of this RFP. Since Motion's initial contract award in 2014, we have been invited to participate in other national cooperative contracts/programs; however, Motion made the decision to focus on what we feel is the best education and government cooperative contracting vehicle, our ongoing Sourcewell contract.</p> <p>Motion is a current contract holder for the State of Alabama Maintenance, Repair and Operations and Supplies Contract as well as the State of North Dakota Facility, Maintenance, Repair &amp; Operations (MRO) Supplies contract.</p> <p>The sales from 2019-present are located in the attachment, Exhibit B.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motion is not a GSA contract holder.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Passaic Valley Sewage Commission	Thomas Fuscaldo, Purchasing Director	973-817-5702
City of North Las Vegas Water Reclamation Facility	April Di Giovanni, Inventory Control Specialist	702-633-1952
Northwest Shoals Community College	Suzanne Carroll, Assistant - Institutional Effectiveness & Advancement Division	256-331-8185



**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
North Dakota Mill	Government	North Dakota - ND	Various MRO products	Orders of various amounts	\$971,944	*
Passaic Valley Sewerage	Government	New Jersey - NJ	Various MRO products	Orders of various amounts	\$928,505	*
City of Raleigh	Government	North Carolina - NC	Various MRO products	Orders of various amounts	\$792,827	*
WSSC Potomac	Government	Maryland - MD	Various MRO products	Orders of various amounts	\$638,346	*
City of North Las Vegas	Government	Nevada - NV	Various MRO products	Orders of various amounts	\$563,416	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>Motion's sales force is listed below by position for the US and Canada.</p> <p>Division Vice President US 26 CA 4</p> <p>Branch Manager US 321 CA 36</p> <p>Operations Manager US 422 CA 44</p> <p>Account Representative US 1,158 CA 100</p> <p>Senior Customer Service Representative US 641 CA 208</p> <p>Customer Service Representative US 1,043 CA 21</p> <p>Specialist US 180 CA 32</p> <p>Exhibit F shows Motion's branch sales location footprint in both the United States and Canada.</p> <p>Exhibit H shows Motion's field leadership structure</p>	*

27	Dealer network or other distribution methods.	<p>Motion does not currently utilize a dealer network. All branches, distribution centers, service centers (shops), and subsidiaries are wholly owned by GPC/Motion Industries, Inc.</p> <p>Exhibit G shows Motion's service center and distribution center footprint in both the United States and Canada.</p>	*
28	Service force.	<p>Motion does not currently utilize a dealer network. All branches, distribution centers, service centers (repair shops), and subsidiaries are wholly owned by GPC/Motion Industries, Inc.</p> <p>Exhibit G shows Motion's service center and distribution center footprint in both the United States and Canada.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell customers will either submit a request for quote or order for review by their local our branch. The branch will obtain contract pricing form within our system and contact the manufacturer if the item is not in stock at one of our branches or distribution centers. The branch will then send the Quote to the customer for their review. If/when the customer accepts the Quote and sends over a PO for the item(s) our branch will process the order in our point of sale system. We will provide lead times, if necessary, during the Quote as well as after the PO is processed.</p> <p>With the new Sourcewell eCommerce capabilities, orders will be sent via punch-out to the local Motion sales branch for processing.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Motion is committed to providing unsurpassed service to its customers. Motion's over 477 branches, 14 distribution centers, and over 54 service centers are powered by our in-house operating system, eCOS. eCOS is powered by content, world class search technology, supply chain connectivity, and open architecture for web, social, and mobile media. Motion's service capabilities are unsurpassed, partially due to the fact that the company operates on a common system. Because all locations operate on a single platform, Motion's service is consistent across North America and Canada. Motion associates' access eCOS through a desktop, laptop, cell phone, or other internet connected device. eCOS is optimized for customer service, designed for the unique demands of MRO customer support and strategic relationships, and is flexible to meet changing market demands.</p> <p>Exhibit I shows Motion's operating system, eCOS.</p> <p>In addition to Motion's advanced operating system, eCOS, our associates have access to MiPro Mobile. MiPro can be accessed through a compatible handheld devices and provides instant access to quotes, open orders, sales insights, customer snapshot, appointments/meetings, alerts, and can even be used for sales leads. This tool puts the power of our company in the hands of associates, on the go, which increases efficiencies thus saving time and cost.</p> <p>Exhibit J shows Motion's handheld app, MiPro.</p> <p>Motion is committed to providing the highest quality customer service. Because of this, all Motion locations maintain regular operating hours as well as a 24 hour "after hours" service line. Customers don't only need Motion's service between 8am to 5pm, customer's facilities or equipment can experience a failure at any time. For this reason, Motion maintains 24-hour service, 365 days per year. Each branch has a 24 hour "after hours" service number that customer can call at any time. Once an afterhours call is made, Motion can respond quickly to the customer's needs.</p> <p>Motion also recognizes the need for timely and reliable delivery to our customer base. Successful, accurate deliveries are what ensure a customer's facility sustains operations and productivity, thus making this a high priority for Motion Industries. Motion utilizes both company owned trucks and 3rd party freight carriers to deliver inventory from our distribution centers to our branches and to our customers directly. Our branches retain company owned delivery vehicles which deliver to customer locations. In addition to branch delivery vehicles, many of our Account Managers drive pick-up trucks which they use to make daily deliveries to customers in their respective sales territories. In addition to company delivery activities, Motion uses FedEx, UPS, USPS, and other freight carriers to "drop ship" products to customer locations upon request. We also utilize emergency delivery services for rush orders when applicable. These service can be accessed by our DC's or our branches whenever necessary.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We would be honored to receive the award for Sourcewell's Facility MRO, Industrial, and Building-Related Supplies and Equipment contract. We will dedicate all of our resources to ensure that each and every customer is given the best possible experience, based upon their needs.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We would be honored to receive the award for Sourcewell's Facility MRO, Industrial, and Building-Related Supplies and Equipment contract. We will dedicate all of our resources to ensure that each and every customer is given the best possible experience, based upon their needs.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Everything will be fully serviced, by either Motion Industries, Inc. in the United States or Motion Industries, Inc. in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Everything will be fully serviced, by either Motion Industries, Inc. in the United States or Motion Industries, Inc. in Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motion services Alaska, Hawaii, and the US Territories. Depending on the products ordered, their weight, and timeframe needed additional shipping charges may be necessary. Any shipping charges will be discussed with and agreed upon by Motion and any Sourcewell member using the Sourcewell contract with Motion. Most items ship via UPS if weighing under 70 pounds; if heavier than 70 pounds, other freight methods will be discussed with and approved upon by the Sourcewell member.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Motion's government team, GV01, views marketing as a two tiered opportunity, internal and external marketing. Below, please see strategies for both internal and external marketing initiatives.</p> <p>Internal Marketing: Certainly, one of Motion's strongest marketing tools is our field sales organization. By capitalizing on internal communication channels, Motion can broadcast new contract award announcements, develop FAQ's explaining the contract and answering questions, utilizing both teams and in person training of Sourcewell that is accessible to all associates, as well as design sales tool to assist with local external marketing initiatives.</p> <p>To internally promote the new information Motion will broadcast the contract award to all Motion associates. We execute this step through our intranet site, InMotion. An article will be developed announcing the award and identifying the key components of the contract. Once the initial internal announcement is made a more detailed article will be created that will explain the parameters of the agreement to include participating locations, pricing, customer expectations, and any additional information needed to service Sourcewell membership. This article will also contain links to any marketing and sales tools developed for the contract.</p> <p>Exhibit K will show an example of how Motion internally advertises this information to its associates.</p> <p>External Marketing: Along with utilizing our nationwide sales force to promote the contract through traditional sales channels, modern targeted marketing activities will be deployed to increase contract exposure. To promote contracts to external customers Motion utilizes mass email campaigns, social media, print advertising, published articles in industry trade publications, attends procurement association events and industry trade fairs, and Motion also utilizes other modern marketing techniques. Our Sourcewell product guides promote Motion's active Sourcewell contract for our customer's view in both the US and Canada.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Motion's creative marketing team is very skilled at utilizing electronic vehicles to communicate on a mass scale. Currently, Motion's marketing utilizes D&amp;B's data enrichment platform, MDM for market demand and market share, Constant Contacts for email contact data, Adobe Campaigns, Google Analytics, Adobe Analytics, Maptive for mapping, IBS World for industry forecast, Oxford Economics for data warehouse and economic indicators, Hoote Suite for social media, and our internal CRM for leads and raw data pulls.</p> <p>Exhibit L illustrates several of the digital platforms Motion uses for marketing to our current and potential customers.</p>	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If awarded, Motion will work diligently with Sourcewell on the promotion of our contract. We anticipate that Sourcewell will promote Motion whenever applicable and reasonable within the scope of the contract agreement. Motion understands that Sourcewell may have more than one contracted supplier for this contract award; therefore, it is not reasonable to think that Sourcewell will promote one supplier over another; instead we expect that Sourcewell will promote the contracting vehicle itself. Motion will seek every opportunity to work with Sourcewell to promote the contract at trade show events, Sourcewell Sales Accelerator sessions, and other marketing events across the country. Motion's government team, GV01, has a proven process for contract roll-outs which includes contract FAQ's, marketing and sales collateral, trade publication articles (if applicable), online training videos through inMotion (our intranet), and in person training delivered by our government management team. GV01 will highly encourage the participation of our field sales organization in the training, promotion, and marketing of our Sourcewell contract. Sharing sales successes is a great way to generate positive buzz about business opportunities and encourages participation in the sales process. When associates are able to observe firsthand how the Sourcewell cooperative contracting process works it eliminates concerns and increases participation.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, Motion's products and services are available through our motion.com e-procurement system. Motion's e-procurement mission statement has been, "Motion Industries will work with its key suppliers to lead the market in providing e-Business solutions to fulfill customer needs. Our goal is to improve service, reduce cycle times, improve efficiencies and deliver superior value." Through motion.com, our customers have access to our product offering and customer specific negotiated pricing. In addition, motion.com provides our customers with up to seven years of transactional history and a variety of other functionalities and features. The key features include: On-line Registration, Product Look-up, Price and Availability, Product Specifications &amp; Drawings, Product Catalog Drill-Down, Order Entry, Express Ordering, Auto Order using Templates, Order/ Quote Confirmation via Email, Order Status, Request for Quote, Account Order History, ASN (Advance Ship Notice) via Email, Shipment Tracking, UPS Integration, Account Status/ Inquiry and an Approval Routing process. Motion's customers, Sourcewell members included, can utilize MI's e-procurement platform 24/7/365.</p> <p>Motion provides e-procurement accessibility through two paths; direct website shopping and punchout. With direct website shopping, an order is created in the Motion system, but is NOT tied to the buyer's system. With punch-out, the shopping cart is created in the Motion system then sent back to the buyer's system which provides the buyer an opportunity to create the order, conduct approval activity, or perform other order tasks prior to sending the order back to Motion for process. This process is generally known as "roundtrip" punch-out.</p> <p>Although it is not visible to GV01 how our government and educational customers utilize the site on a daily basis, we do know they most commonly use the site for placing orders, order history, part research, comparing items, quote status and order tracking. Outside of e-commerce connectivity models (punch-out), GV01 does not currently receive sales data that differentiates e-procurement sales from traditional sales methods.</p> <p>Exhibit M illustrates time, administrative, and cost savings advantages of using the Punch-out option of motion.com.</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Motion's approach to training is simple, exceeding the customers' training expectations in a format that fits best within the customer's organizational structure. Different customers have different needs. Motion understands that training is one of the most important aspects to understanding the technology, applications, performance factors, features, benefits, and the science behind the products and services we offer to our customers. Motion strives to make training available to our customers in a format that is user friendly. Motion offers fee-based training, free on-line training, manufacturer supported training, and training support through our local branches. Anyone can visit the Knowledge Hub at motion.com to see more of the services that we offer, blog updates, FAQs, and more.</p> <p>Motion also has free on-line training available through MiHow2. Our MiHow2 You Tube video sessions are a great way to get quick up-to-date information on many of the products and service we offer. MiHow2 videos cover everything from new technology &amp; product releases, to quick training modules on specific real-life applications. MiHow2 training videos are a quick and easy way to get great training on a wide variety of topics, all you need is internet access.</p> <p>Exhibit N shows a few of our How2 videos that are available on motion.com.</p> <p><a href="https://www.motionindustries.com/knowledge-hub">https://www.motionindustries.com/knowledge-hub</a></p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>In our market, technology is constantly changing. As one of the leading MRO distributors in North America, Motion utilizes our vast manufacturer supply chain and logistical network to stay on the leading edge of changes and advancements in facility MRO. As a result of servicing our customers for over seven decades, Motion has developed a proven approach to bringing new technological advancements to the market. Motion considers new technological advancements as improvements in product and/or service technology from within our manufacturing and supplier supply chain, as well as new advancements within our own service matrix.</p> <p>In order to make sure that our Sourcewell members receive the proper information regarding technological advances, we focus on communication. Motion has mastered the process of elevating new technology out to the marketplace. In fact, when many of Motion's manufacturing and supply chain partners have new products and/or technology and wish to gain fast traction with end users, Motion is their first stop. Since Motion is typically one of if not the largest customer that they have in North America, using our footprint and ability to elevate their advances quickly and efficiently is a no brainer. Our supplier partners know that by bringing new products and technology to Motion they will see their desired results.</p> <p>In order to effectively promote new technology to the marketplace MI understands that training is an essential part of the equation. As technology changes, so do the methods Motion uses to communicate, educate, and train our customers. Motion uses a diverse mix of training and communication platforms to fit the way our customers want to receive and consume new information.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a company, we are proud of our efforts during the last decade to improve our awareness and impact through various sustainability actions in North America and Canada. Prior to identifying focus areas for sustainability, GPC consulted the Global Reporting Initiative (GRI) to better understand sustainability reporting standards and the Sustainability Accounting Standards Board (SASB) for sustainability topics and program guidance. As a result, GPC identified several key sustainability focus areas to include reducing air emissions, identify pollution prevention opportunities, practice water conservation, reduce fuel consumption, minimize operational waste, implement energy conservation, provide green products and services, and communicate the message throughout the GPC family of companies.</p> <p>It is recognized that developing a sustainability program is a journey, so it is appropriate to approach this effort in steps. Through each step on the journey, our sustainability program will mature, building on the foundation and lessons learned from previous activities. GPC has formulated six steps to as the foundation to our sustainability program. These steps represent a roadmap toward developing a sustainable program. These steps include determine governance structure and responsibilities, establish sustainability guiding principles, engage stakeholders, complete materiality assessment, determine sustainability focus areas and strategic goals, and conduct sustainability baseline. Following program development, the next phase represents the ongoing management of the sustainability program, including action plans and initiatives, performance monitoring, and a regular cycle of sustainability reporting.</p> <p>Throughout the planning phase it is important to self-assess, so we have been completing internal visioning and materiality exercises as well as evaluating our largest impact areas to determine the scope and approach for the sustainability program. It is clear that internal stakeholders as well as external ones, including customers, competitors, and investors, influence our sustainability programs now and into the future. We are all in this together. Not unlike supply chain activity that brings Sourcewell members the brands they count on from the people they trust, getting all internal and external stakeholders involved with GPC sustainability program is the key to impactful results that make a real difference. Each month GPC sends out conservation and sustainability information to MI branches. This information is displayed in the Awareness Center which is located in a common area at each branch. As a distributor , MI does not issue green certification for any products. The information is available from the product manufacturer. If any Sourcewell members require green certification information, our branch locations will assist in obtaining the information direct from the manufacturer.</p> <p>Exhibit O is of the Awareness Center highlighting GPC's Greater Respect For Our World (GROW) Initiative</p> <p>In addition to the GPC sustainability program, MI also has a group dedicated to elevating energy conservation to our customers and leading them to the cost savings benefits of implementing green initiatives. MI's Energy Services Team is a group of industry professional dedicated to providing energy conservation services to our customers. The driver for these environmentally beneficial activities is cost savings through energy conservation. The cornerstones of Motion's energy saving enterprises are evaluation, analysis, solutions, and implementation. Through energy savings evaluation and implementation, MI's energy team can show a customer tangible cost savings as a result of conserving energy, which is a powerful green initiative that benefits everyone. Below please see the categories of energy saving services MI's energy team provides:</p> <ul style="list-style-type: none"> <li>• Compressed Air</li> <li>• Electrical System Efficiency and Power Quality</li> <li>• Energy Procurement</li> <li>• Forensic Billing Analysis</li> <li>• Lighting</li> <li>• Mechanical Efficiency</li> <li>• Steam</li> <li>• Solar PV/Thermal</li> </ul> <p>In addition to the Energy Services Team, MI has a team dedicated to supporting wind energy. Wind energy provides jobs, economic stability, and clean energy all across the United States. MI recognizes the overall impact that using wind to create energy has on America's sustainability efforts. Many state and local governments tap into wind energy to provide a total energy solution or to supplement their overall energy needs. Wind is a clean and renewable energy source that is an important piece of America's overall sustainability footprint. MI's wind energy team focuses on this industry from the original manufacturing process to servicing existing wind projects in the field.</p>
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a distributor, we receive notification of eco-labels, energy efficiency, and green/sustainability information from the original product manufacturers. We share the information in the written descriptions of the items. If we do not readily have the information available, upon request, we will inquire with the product manufacturer.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a company, Motion utilizes and tracks our purchases from small, minority, woman, veteran, disadvantaged, LGBT, HUBZone, and small businesses. Motion utilizes these suppliers whenever possible for operational support products and services and for distribution products for resale. In the 2021 contract year, Motion purchased from over 6,000 small and diverse businesses, spending nearly \$244 million. In 2021 we also spent \$71 million with disadvantaged/underutilized businesses and over \$42 million with veteran-owned, women-owned or minority-owned businesses. We currently provide small and diverse business spend reporting to State as well as to necessary corporate customers. The Supplier Diversity Program at Motion Industries has a track record of ensuring that minority and women-owned businesses are provided access to procurement and contract opportunities within the company. We are dedicated to providing assistance to both the buyer and the seller to ensure they are included in our supply chain.</p> <p>The Supplier Diversity Program offers MWBE suppliers an introduction to the various decision makers and assists in the development of mutually beneficial relationships. Suppliers are also encouraged to expand the marketing of their products and services to our branches, where many of the purchasing decisions are made. The Supplier Diversity Program is designed to be a part of our internal marketing activities and to bring further value to our process. Motion Industries has a history of many years of membership in the National Minority Supplier Development Council as well as Women's Business Enterprise National Council. Motion has been recognized many times over the past 15 years for our continued sponsorship and advocacy of diverse businesses by each of these organizations, with the most recent ones being Outstanding Advocates 2017 by WBEC South, and Automotive Tier 1 Supplier of the Year by SRMSDC. We also participate in customer sponsored supplier diversity outreach and networking events (i.e. Toyota, Sonoco, Pepsico, Hyundai, Ford, etc), as well as industry events that support inclusion (i.e. Edison Electric Institute, MBDA's Minority Manufacturers Expo, etc).</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Motion has many unique attributes that set us apart in our industry to include our Service Centers. Motion's over 40 service centers (shops) are strategically located around North America and Canada and provide 24/7/365 service to our customers. Motion's service force is made up of professional service technicians and specialist that use state of the art testing equipment to ensure service and repair projects exceed the expectations of our customers.</p> <p>Motion's shops and service centers perform a full range of technical services to include hydraulic and pneumatic repair, custom and complete power unit fabrication, gearbox fabrication and repair, process pump fabrication and repair, industrial hose gasket and belt fabrication, electronic drive system fabrication and repair, electronic automation and panels, and other machining service and product modifications. Motion's shops range in size from 2,500 to 23,000 square feet and are open 24/7/365 to offer Sourcwell members, as well as the rest of our customers, the most comprehensive shops services in the industry.</p> <p>Motion service centers synergize with Motion's product specialists and industry managers across North America and Canada to provide solutions through design, diagnostics and professional customer support. Designed to deliver fast, quality service, Motion's over 40 repair and service centers are fully equipped to handle field services and repairs using the latest technology and equipment available. Once components are serviced they are thoroughly tested for performance, repainted, capped and properly crated for shipment. All repairs are performed by qualified, highly experienced Motion industries experts. In certain instances, repairable equipment may need to be disassembled and/or assembled on-site at the customer location. Depending on the type of on-site work being performed, subcontractor (s) may be required and used. All subcontractor services will be quoted and approved by the respective Sourcwell members before service work begins.</p> <p>Motion continues to invest in company-owned repair and fabrication facilities for its core product offering. The facilities are strategically located throughout the country and work closely with the servicing branches to insure timely repairs/fabrications as well as maintaining the quality levels expected by its customer base.</p> <p>Motion also offers asset tracking for repaired or fabricated equipment. This service ensures warranties are fully applied and can help identify when a product has reached its useful service life. This is valuable when it's time to take equipment out of service which reduces downtime as the result of a breakdown. Although this program is unique to MI it allows for tracking of any repairable item, not just those supplied by Motion.</p>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Motion is a distributor of products and not a manufacturer. The original manufacturer's warranty will apply to products, if applicable. Motion will assist all of our customers with claims to the original product manufacturer, upon request. If a service was performed by a Motion location, the warranty will be dependent upon the part and service performed. The warranty, if applicable, will be presented to and agreed upon with the customer prior to any work being performed.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Motion is a distributor of products and not a manufacturer. The original manufacturer's warranty will apply to products, if applicable. Motion will assist all of our customers with claims to the original product manufacturer, upon request. If a service was performed by a Motion location, the warranty will be dependent upon the part and service performed. The warranty, if applicable, will be presented to and agreed upon with the customer prior to any work being performed.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Motion is a distributor of products and not a manufacturer. The original manufacturer's warranty will apply to products, if applicable. Motion will assist all of our customers with claims to the original product manufacturer, upon request. If a service was performed by a Motion location, the warranty will be dependent upon the part and service performed. The warranty, if applicable, will be presented to and agreed upon with the customer prior to any work being performed.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Motion has a vast network in the US as well as Canada that will assist our customers with any warranty and repair issues. Motion has over 477 branch operations and over 40 service center locations that make up our customer service network. Our highly trained customer service representatives are available to assist Sourcewell members with any product questions or warranty issues.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Motion will pass this type of service and item warranty on to the original equipment manufacturer. Motion will, upon request, assist the customer in processing warranty claims against the original equipment manufacturer on the terms described below.</p> <p>If the service was performed by a Motion location, the warranty will be dependent upon the part and service performed. The warranty, if applicable, will be presented to and agreed upon with the customer prior to any work being performed.</p> <p>Motion Warranty Statement:</p> <p>All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and Proposer shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.</p>



51	What are your proposed exchange and return programs and policies?	<p>Motion allows full credit product returns on Motion core products if they have not been installed, are undamaged, unaltered, in the original and unopened box and are returned within 30 days of purchase.</p> <p>Beyond this 30-day period, restocking and handling charges may apply, depending on the product and its condition. An approved Return Goods Authorization (RGA) is required for all returns. Motion customer service representatives will assist all customers with any returns and notify the customer of any applicable restocking charges.</p> <p>For non-core products, special-order products, or unusual quantities, returns are governed by the manufacturer's return policy. We are not authorized to change or adjust their policy in any fashion. The local branch will handle product returns with the manufacturer and restocking charges may apply.</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>Motion understands that its customers need us to be available at all hours of the day. Business does not fit, strictly, into the hours of 8am-5pm Monday through Friday.</p> <p>For this reason, Motion maintains 24 hour service, 365 days per year. Each branch has a 24 hour "after hours" service number that can be called by customers, at any time. Once an after-hour's call is made, Motion can respond immediately to the customer's needs. Motion's operating system, eCOS, allows every branch to view their inventory and the inventory of other MI branches and distribution centers remotely. This means reliable service for all of our customers.</p> <p>Motion also has direct links to many of our vendors that allow every branch to view the inventory status of our major manufacturers.</p> <p>In the MRO distribution industry, customer breakdowns and emergencies are part of everyday life. Proper planning, logistics, communication tools, highly trained associates, and world class name brand products ensure that emergencies have minimal impact on our customer's operations. Typically, Motion branches do not charge for after-hours service unless it is contractually negotiated, or the manufacturer/supplier charges a fee. In this case, Motion will pass along any applicable fees after notification and agreement of the charge by our customer.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	1% 10 net 30. ACH, Check, Credit Card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Currently, Motion's leasing options include vending machine equipment as part of our VMI services. Vending machines provide point-of-use inventory management for industrial, safety, and other supplies. Customers scan a badge or enter a pin number to access the vending solution and issue items.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Motion's standard quote and order/invoice documents are attached for review. Motion will work with individual agencies to review, negotiate, and sign piggyback agreements when required by the customers. Motion does not require service agreements to be signed by agencies for repair services. Repair services are quoted and invoiced on our standard documents.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Motion Industries accepts P-Cards, Visa, MasterCard, American Express, and Discover. There are no additional costs for using any of these purchasing methods.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Motion's pricing methodology for Sourcewell members is a list price, discount down pricing model. All products have a discount range applied to the current list price by product category. A detailed list of product categories and their corresponding discounts is included in our pricing proposal.</p> <p>Since our offering is so large, we are submitting a sample market basket for the products in these categories. This file is a sample only and these prices are subject to change as list price increases; however, the discount ranges will remain the same.</p> <p>Motion's list prices are updated periodically depending on manufacturer price increases. Motion publishes this list price on our website <a href="http://www.MotionIndustries.com">www.MotionIndustries.com</a> and it represents the price paid by the general public for products when purchasing from Motion without an approved account of credit or contractual relationship.</p> <p>Motion is also offering a discount on services and fee-based training.</p>	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Motion proposes a discount of 10% to 70% from current list price. The discount range Motion presents in this proposal is extremely competitive and is broken down throughout the product categories. Additionally, over 300 new product categories have been added since our 2018 proposal. Now, customers have access to over \$10.4M of the industry's leading products. As detailed in our previous RFP response, we would like to use bearings as an example of the diversity within certain product groups, within our industry categories, which effect the list price due to variances in the product engineering and application.</p> <p>There are many types of Bearings manufactured by different suppliers. Being one of the largest industrial distributors of Bearings in the world, Motion understands that even a small deviation in the part number for a Bearing can drastically change the purpose, performance, configuration, and price of that Bearing.</p> <p>Within the Bearing category, there are multiple configurations of balls, rollers, plain, sealed, shielded, open, lubrication type, inner/outer race and the cage. Each of these categories reflects a different cost structure as it pertains to the engineering configuration. If Motion were to apply a single, standard discount level across all Bearing types, the customer would end up paying too much for some products. That is why Motion is providing a range discount from the list structure, per category, so the customer will receive the maximum value from their purchase.</p> <p>The Motion system will allow a discount to be attached to each individual Product Group Category (PGC) down to the 4th level of product identification. This will ensure that Sourcewell customers will always receive a competitive discount per category and not just a random discount across all products in a broad category. Motion's offering also includes a discount on shop services and fee-based training. Shop services will be offered at a 5% discount and fee-based training will be offered with a 10% discount that does not include training equipment.</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Motion offers to negotiate volume rebates or volume sales discounts to Sourcewell members depending upon the level of sales commitment by the individual members. Sales through the Sourcewell contract will be tracked by individual agencies.	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>As well as being an industrial distributor, Motion is a sourcing company that utilizes our logistical expertise and strong position in the marketplace to meet the ever-changing requirements of our customers. Motion sources from over 20,000 different manufacturers/suppliers annually.</p> <p>If a customer needs a product that may not be a coded item within our system, and it falls within our core competencies, we will be happy to source that product for our customer. The unique ability to thoroughly understand facilities MRO and source hard to identify or hard to find items is where Motion’s longevity and vast experience in this market shines.</p> <p>If a Sourcewell customer needs a product that falls within the scope of this contract, and we do not show a sales/sourcing history, Motion will use our industry knowledge and supply chain to source the product to find a solution for the Sourcewell member. Once sourced, Motion will identify the appropriate Product Group Code (PGC) and discount level to apply the contract pricing to the product.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Motion’s offering includes a discount on shop services and fee-based training. Shop services will be offered at a 5% discount and fee-based training will be offered with a 10% discount, that does not include training equipment.</p> <p>Should a Sourcewell member choose to purchase training, repair services, or VMI services, charges would apply. Those programs are fee-based and negotiated with the customer, depending on the project and scope of work.</p> <p>Typically, Motion branches do not charge for after-hours service unless it is contractually negotiated, or the manufacturer/supplier charges a fee. In this case, Motion will pass along any applicable fees after notification and agreement of the charge by our customer.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges may apply to non-stock items, premium expedited delivery, or items weighing over 70lbs. Any freight charges will be agreed upon by the Sourcewell member before order placement. If any freight charges apply, the actual shipping charge from the carrier will be passed on to the Sourcewell member as agreed upon during order placement.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Depending on the products ordered and delivery time frame specified by the Sourcewell member, freight charges may apply to delivery in Hawaii, Alaska and any US Territories outside of the continental United States.</p> <p>Any freight charges will be agreed upon by the Sourcewell member before order placement. If any freight charges apply, the actual shipping charge from the carrier will be passed on to the Sourcewell member as agreed upon during order placement.</p> <p>Even though Motion has approximately 50 local branches and 4 major distribution centers in Canada, the product mix to meet the market may be different than the products inventoried in our US operations.</p> <p>Freight charges may apply to non-stock items, premium expedited delivery, or items weighing over 70lbs. Any freight charges will be agreed upon by the Sourcewell member before order placement. If any freight charges apply, the actual shipping charge from the carrier will be passed on to the Sourcewell member as agreed upon during order placement.</p>	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Motion currently owns over \$750 Million of inventory stocked in our more than 477 branches and 14 distribution centers throughout North America and Canada. We currently maintain approximately 10.4 million individual line items in our system.</p> <p>In addition to inhouse inventories, Motion sources from over 20,000 product manufacturers and suppliers. Motion has a vast and technologically advanced distribution network and it is all available to Sourcewell members 24/7/365.</p> <p>Motion's distribution centers are technologically advanced and use the most up-to-date systems and tools to expedite the order delivery process. The distribution centers have WMS scanners for picking, packaging, shipping, and inventory control processes. Motion distribution centers utilize the most cutting-edge technology, these advances include but are not limited to things such as goods to person picking and stocking as well as cubiscans to capture items dimensions and weight to expedite picking and shipments to our customers.</p> <p>With over 76 years of industrial distribution experience, Motion recognizes that even the smallest of details may influence our customer service. It is this attention to detail that keeps Motion's DCs operating at the highest levels of efficiency and able to generate customer service output at max capacity. Employee training, technology updates, facility/conveyor/equipment maintenance, identifying safety zones, and good housekeeping are all key performance indicators of an efficient facility capable of maximum output. Motion's branch locations are strategically located to have a local presence where our customers need us. A typical Motion branch serves a defined territory that represents on average 400 (+/-) local customers. That branch is supported by one of 14 strategically located distribution centers throughout the US and Canada.</p> <p>Each distribution center typically supports 75 (+/-) MI branches and provides "next day" inventory replenishment to most of those locations. Our distribution centers have afterhours support and will act as a local branch in emergency situations as needed. The distribution center can place and process customer orders in emergency situations and deliver directly to the customer.</p> <p>Each facility has their own delivery vehicle and can deliver to customers 24/7/365. Motion utilizes both company owned vehicles and 3rd party freight carriers to deliver inventory from our distribution centers to our branches. Our branches retain company owned delivery vehicles which deliver to customer locations.</p> <p>In addition to branch delivery vehicles, many of our Account Managers drive pick-up trucks which they use to make daily deliveries to customers in their respective sales territories.</p> <p>In addition to company delivery activities Motion uses FedEx, UPS, USPS, and other freight carries to "drop ship" products to customer locations upon request. We also utilize emergency delivery services for rush orders when applicable.</p> <p>These services can be accessed by our DCs or our branches whenever necessary. Motion's DCs are a valued component in our overall supply chain matrix. DC's inventories are the key supply chain link to our suppliers, branches, and our customers.</p> <p>Motion is confident in the fact that we bring the best supply chain value in our industry.</p> <p>Exhibit P contains our Supply Chain Value Map.</p>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our pricing offered in the proposal is better than typically offered to GPO's, cooperative procurement organizations, and state purchasing departments in the government, education, and nonprofit market segments.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>For our current Sourcwell contract, Motion's government department, GV01, performs an internal review utilizing a summary report to identify any anomalies in Sourcwell membership spend. This includes a review of individual line item pricing and other transactional information to ensure contract parameters are being met.</p> <p>In addition to internal contact review, on a weekly basis Motion's finance department forwards to (GV01) a list of company-wide new accounts which is reviewed for potential Sourcwell members. The list is then crosschecked with the Sourcwell online membership list to verify member number. Once member number is verified, GV01 contacts the local servicing branch and provides direction concerning approaching the member regarding participation in MI's Sourcwell Power Transmission contract. This process ensures Motion captures all potential Sourcwell members. Once new members are added to our Sourcwell contract, they are also added to our list for marketing purposes.</p> <p>In addition to our internal department review, Motion maintains a staff of contract compliance auditors whose responsibility includes regularly reviewing contract terms and parameters and communicating their findings with us.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we review the Sourcwell customer accounts on a monthly basis to verify the customers are receiving their proper benefits. We review the final sale price and discount offered compared to the list price of the item or items that were purchased.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Currently, Motion is paying a 2% administration fee to Sourcwell for facilitating, managing, and promoting our current contract. If awarded the Facility MRO, Industrial, and Building-Related Supplies and Equipment contract in 2022, Motion will continue to pay the 2% administration fee on all sales through the contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Motion distributes industrial products, replacement parts and related supplies including: Bearings, Linear Motion Products, Mechanical Power Transmission, Electrical &amp; Industrial Automation, Electrical Specialties Group, Industrial Hose, Hydraulic Hose, Process Pumps and Equipment Line Card, located on our Sourcewell Product Guide.</p> <p>In addition to distributing the MRO brands our customers count on, as part of our value added services Motion provides repairs and shop services for the products and equipment we sell. Motion keeps your industry in motion by providing professional services to customers with over 40 strategically located repair and service facilities throughout the United States and Canada, providing 24/7/365 customer service.</p> <p>MI's repair services include:</p> <ul style="list-style-type: none"> <li>• Hydraulic &amp; pneumatic repair</li> <li>• Electrical drive systems &amp; repair</li> <li>• Hose, gasket &amp; belt fabrication</li> <li>• Electrical panel fabrication</li> <li>• Hydraulic power unit fabrication</li> <li>• Product modification services</li> <li>• Gearbox fabrication &amp; repair</li> <li>• Process pump fabrication &amp; repair</li> </ul> <p>In addition to shop services, Motion offers other services that make us even more unique in the industrial distribution industry. Motion offers training, vendor managed inventory (VMI), vending, field maintenance service, energy services, engineering services, automation, and other services applicable to the products we sell and our customers' needs.</p> <p>Please see the attached Sourcewell US and Canadian Product Guides</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Motion's proposal includes the below categories and subcategories. It is important to point out that although the below represented categories and subcategories are identified on Motion's product line-card, Motion sources products from other categories within the MRO facilities maintenance space as directed by our customers.</p> <p>Bearings  Babbitt SAF Units  Ball Bearings Sealed Spherical Roller Bearings  Bearing Induction Heaters Slewing Ring Bearings  Bronze Bearings Special Bearings  Cam Followers Spherical Plain Bearings  Cylindrical Roller  Bearings Spherical Roller Bearings  DU Bushings Split Roller Bearings  Flange Bearings Super Precision Bearings  Needle Bearings Take Up Bearings  Pillow Block Bearings Take Up Units  Pillow Block Inserts Tapered Roller Bearings  Plastic Bearings Thin Section Bearings  Rod Ends Thrust Bearings  Roll Neck Bearings  Linear Motion Products  Ball/Lead Screws Multi-Axis Slide Systems  Ball Screw Repair Polymer Bearings  Ball Splines Precision Balls  Bellows/Covers Precision Gearheads  Brakes Precision Linear Actuators  Clutches Rodless Actuators  Composite Bearings Roller Screws  Cross Roller Guides Rotary Index Tables  Extruded Aluminum  Profile Frame Screw Jacks  Handling Components  Pillars Roller Screws  Industrial Linear  Actuators Rotary Index Tables  Linear Bearings &amp; Pillow  Blocks Screw Jacks  Linear Guides (profile) Wheel/Cam Follower Guide Bearings  Linear Shafting X-Y Positioning Stages  Linear Slide  Tables/Systems Zero Backlash Couplings</p>

Mechanical Power  
 Transmission  
 Backstops Couplings - Shaft (continued)  
 Belts Grid  
 Endless Jaw  
 Metric Magnetic  
 Polychain Spacer  
 Round Spring  
 Synchronous Universal Joints  
 Timing Mechanical Actuators  
 Variable Speed Mechanical Variable Speed  
 V-Belts Open Gearing  
 Chain Bevel  
 Drive Gear Rack  
 Rigid Helical  
 Roller Spur  
 Silent Worm  
 Clutches/Brakes Sheaves & Bushings  
 Centrifugal QD  
 Electromagnetic Split Taper  
 Hydraulic Taper Lock  
 Hysteresis Speed Reducers  
 Mechanical Concentric  
 Overrunning Cycloidal  
 Pneumatic Gear Motors  
 Sprag Helical  
 Tension Control Multispeed  
 Torque Limiting Parallel  
 Wrap Spring Planetary  
 Couplings - Shaft Screw Conveyor  
 Chain Shaft Mount  
 Disc Worm  
 Elastomeric Sprockets  
 Fluid Plastic  
 Gear Torque Limiters  
 Electrical & Industrial  
 Automation  
 AC Drives Pilot Devices  
 Full Flux Vector Pilot Lights  
 Sensorless Vector Push Buttons  
 Volts/Hertz Selector Switches  
 AC Full Voltage Starters  
 & Contactors Power Factor  
 AC Motors Correction Capacitors  
 Explosion Proof Power Supplies  
 Gearmotors Precision Gearheads  
 IEEE841  
 Programmable Logic Controllers  
 (PLCs)  
 Inverter Duty Relays  
 Premium Efficient Sensors  
 PMAC - Permanent  
 Magnet AC Limit Switches  
 Severe Duty Photoelectric  
 Vector Duty Capacitive & Inductive  
 Washdown Ultrasonic and Magnetic  
 Cable Carrier Servo Motors & Controls  
 Circuit Protective Devices Soft Starts  
 Circuit Breakers Stepper Motors & Controls  
 Fuses Thermographic Cameras  
 Surge Protection Timers, Counters & Meters  
 Custom Panels/Drive  
 Systems (UL508A) Transformers  
 DC Drives Control  
 Non-Regenerative Distribution  
 Regenerative Drive Isolation  
 DC Motors Line Reactors  
 Brushless Wiring Accessories  
 Gearmotors Fittings  
 Permanent Magnet PCB Terminals/Connectors  
 Wound Rotor PLC Wiring Systems  
 Electronic Brakes Terminal Blocks  
 Electronic Repair Tools  
 Feedback Devices Wire Trough  
 Encoders Wiring Duct  
 Tachometers Wire & Cable

Industrial Enclosures &  
 Climate Control Electrical Wire  
 Instrumentation & Meters High Temperature  
 Machine Safeguarding Interlocked Armor  
 Light Curtains Medium Voltage Power  
 Safety Interlocks Portable Power & Control  
 Safety Mats and  
 Bumpers  
 Power, Control &  
 Instrumentation  
 Safety Switches Thermocouple  
 Operator Interfaces Variable Frequency Drive Cable  
 Electrical  
 Adhesives and Sealants Magnet Wire  
 Coated Cloths and Cloth  
 Tapes Pressure-Sensitive Tapes  
 Fabrication and Coating  
 Services Rigid Insulation  
 Flexible Insulation Tubing and Sleeving  
 Lacing & Banding Tapes,  
 Cords & Ties Varnish, Resins, and Paints  
 Electronic Assembly  
 Adhesives and Tapes Soldering and Rework Equipment  
 Fabrication and Coating  
 Services Soldering Materials  
 Precision Cleaners Static Control  
 Precision Tools  
 Cable & Connectivity  
 Cable Management  
 Solutions Fire Alarm Wire  
 Connectors/Interconnect  
 Products Industrial Wire and Cable  
 Custom Cable Assemblies Robot Dress  
 Datacom Wire and Cable Security Wire  
 Fiber Optic Cable  
 Industrial Hose  
 Air & Water Industrial Hose  
 Chemical Hose Material Handling  
 Cut & Couple - all types Metal Hose  
 Dock & Barge Mining Hose  
 Ducting Oil Field Hose  
 Expansion Joints Papermill Washdown  
 Fire Hose Rotary, Choke & Kill, & BOP  
 Food Handling Teflon Hose  
 Industrial Couplings Water-Suction/Discharge  
 Hydraulic Hose  
 Cut & Couple Hydraulic Fittings  
 Hydraulic Adapters Hydraulic Hose  
 Process Pumps &  
 Equipment  
 Adhesive Dispensing  
 Systems Lubrication  
 ANSI Metering  
 Boiler Feed Multistage  
 Centrifugal Peristaltic  
 Composite Base Solutions Piston  
 Diaphragm (AODD) Positive Displacement  
 Dosing Progressive Cavity  
 Electric Diaphragm  
 (Single, Double) Sanitary  
 Filtration Solids Handling  
 Internal & External Gear Sump, Sewage, & Effluent  
 Lineshaft Turbine Vacuum  
 Pneumatics  
 Accessories Gauges  
 Actuators Grippers  
 Air Motors Lubricators  
 Blowers Positions Sensors  
 Compressors Pneumatic Piping  
 Cylinders Regulators  
 Discrete Valve Controllers Serial Interface  
 Dryers Vacuum Pumps/Devices  
 Filters Valves  
 Hydraulics  
 Accessories Heat Exchangers  
 Accumulators Industrial Filtration & Strainers



Control Valves Motors  
Cylinders Power Packs  
Electrohydraulic Power Units  
Filter Carts Process Valves  
Filtration Products &  
Accessories Pumps  
Flow Meters Rotary Unions  
Seals & Accessories  
Bearing Isolator Seals Lock Nuts & Washers  
Collars Mechanical Seals  
Expansion Joints Oil Seals  
Gasketing O-Rings  
Hydraulic Seals Pump and Valve Packing  
Keyless Bushings Retaining Rings  
Keystock Rotary Seals  
Safety Products  
Electrical Safety Material Handling  
Arc Flash Protection Drum Storage  
Safety Tools Safety Cabinets  
Facilities Maintenance &  
Safety Safety Cans  
Communication Personal Protective Equipment  
Fire Extinguishers Eye Protection  
Ladders Foot & Leg Protection  
Lockout/Tagout Hand Protection  
Security Head Protection  
Signage &  
Identification Hearing Protection  
Spill Control Protective Clothing  
Wipers  
Respiratory Protection Site  
Safety Equipment  
First Aid Confined Space  
Eye Wash & Showers Fall Protection  
First Aid Kits Gas Detection  
First Aid Cabinets Traffic Safety  
Hydration Products  
Industrial Supply Products  
Abrasives MRO Chemicals Continued  
Belts Industrial Paints, Supplies & Coating  
Cup Brushes Sealants  
Cut-Off Wheels Silicones  
Disc Pads Shop Supplies  
Flap Discs Cable Ties  
Flap Wheels Electrical Products  
Grinding Wheels Fasteners  
Polishing Wheels Flashlights  
Super Abrasives Floodlights & Lighting  
Wire Brushes/Wheels Fuel Storage  
Hand & Power Tools Containers  
Auger Bits Hand Cleaners/Sanitizers  
Bearing Pullers Wipers/Sorbents  
Carbide Inserts Tapes  
Compressors Duct & Cloth Tape  
Diamond Blades Electrical Tape  
Drill Bits Masking Tape  
End Mills Packaging Tape  
Guides Repulpable Tape  
Hand Tools Specialty Tape  
Indexable Tooling Splicing Tape  
Job Site Boxes/Chests Lubricants & Equipment  
Pneumatic Grease Guns  
Power Tools Metalworking Fluids  
Pressure Washers Oilers  
Saw Blades Spray Lubricants  
Wet/Dry Vacs Super Lube  
MRO Chemicals Jan San  
Adhesives Cleaning/Janitorial  
Anti-Seize Mopping/Floor Care  
Degreasers &  
Cleaners Restroom  
Fasteners Trash Bags  
Conveyor Belting Products  
Extreme Duty Package Handling Belt  
Food-Grade Belting PVC Belting  
Grain Handling Belt Round Belting

Incline Belting Sheet Rubber  
 Industrial Belting Skirtboard Rubber  
 Infinity Finger Scrapers Special Service Belting  
 Lacing & Mechanical  
 Fasteners Tools  
 Modular Belting Volta Belting  
 Molded Chevron Belt  
 Custom Belt Fabrications  
 Chevron Cleated Belting Minet Lacing /SuperScrew  
 Cleated Belting Modular Belting  
 Coal Feeder Belt PAC- WALL® Sidewall Belting  
 Durocoal™ Feeder Belts Perforating  
 DUROWALL™ Sidewall  
 Belting Road-Away™ Road Milling Belts  
 Edge Capping Rock Chucker™ Belts  
 Endless Belting Sealed or Capped Edge Belts  
 Heavy-Duty &  
 Lightweight Sidewall  
 Belting Steep Climber™ Belts  
 Hole Punching V-guides  
 Longitudinal Splices Vanner Edges  
 Material Handling  
 Air Tables Idlers  
 Airlocks Lifting Equipment  
 Apron Feeder Chain Lifting Tables  
 Apron Feeder Conveyors Magnetic Lifting Equipment  
 Ball Transfers & Tables Magnetic Separators  
 Belt Cleaners Magnets  
 Belt Scales Modular Drawer Storage  
 Belt Tracking Equipment Modular Plastic Belting  
 Bucket Elevators Motorized Pulleys  
 Cantilever Racks Overhead Conveyor Chain  
 Casters Overhead Conveyors  
 Conveying Chain Pallet Jacks  
 Conveyor Belting Plastic Plate Top Chain  
 Conveyor Covers Plastic Screw Conveyor  
 Conveyor Pulleys Platform Trucks and Carts  
 Conveyor Rails & Guides Point of Use Dispensing  
 Conveyor Safety Switches Poultry Chain  
 Conveyors & Components Road Dust Stabilizer  
 Deicing Products Scissor Lifts  
 Dispensing Equipment Screening Media  
 Dock Equipment Screw Conveyors  
 Drag Chain Screw Drives  
 Drag Conveyors Shaftless Screws  
 Drum Handling  
 Equipment  
 Slings  
 Dust Control Solutions Stackers  
 Elevator Buckets Steel Plate Top Chain  
 Elevator Chain Storage Cabinets  
 Enclosed Track Chain Utility Carts  
 Engineering Class Chain Vibrating Conveyors  
 Floor Conveyors Vibrating Feeders  
 Gravity Conveyors Vibrating Screens  
 Hand Trucks Vibrators  
 Hinged Belt Conveyors Wear Strips  
 Hoists Work Benches  
 Hydraulic Pulleys X-Chains  
 Services  
 Hydraulic & Pneumatic Repair Hose, Gasket & Belt Fabrication  
 Power Unit Fabrication Electrical Drive Systems &  
 Repair  
 Gearbox Fabrication & Repair Electrical Automation & Panel  
 Build  
 Process Pump Fabrication &  
 Repair  
 Product Modification Services  
 Industry Recognition & Marketplace Success

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Facility MRO	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached Sourcewell Product Guide.
72	Industrial supplies or building materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached Sourcewell Product Guide.
73	Electric, mechanical, fluid, or pneumatic power transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached Sourcewell Product Guide.
7	Electrical service or lighting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached Sourcewell Product Guide.
75	Plumbing or waterworks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached Sourcewell Product Guide.
76	Services related to the offering of the solutions in Lines 71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached Sourcewell Product Guide.

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Motion Industries, Inc. Pricing Proposal.xlsx - Tuesday September 13, 2022 17:17:08
- [Financial Strength and Stability](#) - GPC 2021 Annual Report.pdf - Friday September 09, 2022 14:54:29
- [Marketing Plan/Samples](#) - Motion Product Guides - Canada and US.pdf - Monday September 12, 2022 16:32:54
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Motion Industries Warranty.pdf - Friday September 09, 2022 15:03:38
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.pdf - Tuesday September 13, 2022 15:07:43
- [Upload Additional Document](#) - Exhibit Documents.pdf - Tuesday September 13, 2022 14:58:56

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Greg Cook, Executive Vice President and CFO, Motion Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Facility_MRO_Supplies_RFP_091422</b> Wed August 24 2022 02:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Facility_MRO_Supplies_RFP_091422</b> Wed August 17 2022 02:11 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Facility_MRO_Supplies_RFP_091422</b> Mon August 1 2022 09:35 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facility_MRO_Supplies_RFP_091422</b> Fri July 29 2022 03:22 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Facility_MRO_Supplies_RFP_091422</b> Thu July 28 2022 04:35 PM	<input checked="" type="checkbox"/>	1