



Solicitation Number: RFP #101520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and General Motors LLC, Customer Care & Aftersales Division, 6200 Grand Pointe Dr., Grand Blanc, MI 48439 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 December 14, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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 Participating Entity that opts to participate in Vendor's "GM Mega Fleet" program, and/or establish a line of credit with Vendor's third party financial services provider, will submit the Credit Application for the GM Fleet Consolidated Billing Programs form attached as an Addendum to Vendor's Proposal which is attached hereto. The third party financial services provider will perform a credit check and underwriting to determine the Participating Entity's creditworthiness

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, Vendor 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.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly

note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcwell 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** Omitted.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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. Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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. LIABILITY

As applicable, Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees, arising out of Vendor's breach of this Contract; this indemnification includes injury or death to person(s) or property caused by some defect in the original design or manufacture of the Equipment, Products, or Services provided by Vendor under this Contract to the extent the Equipment, Product, or Service has been unmodified and used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all third party suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person arising from Vendor's violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Minimum Limits:
\$1,000,000 each accident, combined single limit

B. CERTIFICATES OF INSURANCE. At Sourcewell's request, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract.

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

C. 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.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract 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. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor must 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. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

General Motors LLC
Customer Care & Aftersales Division

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Randy Chancellor
E62163E68B96452...

By: _____

By: _____

Jeremy Schwartz

Randy Chancellor

Title: Director of Operations & Procurement/CPO

Title: Manager Fleet & Indirect Sales

2/24/2021 | 1:46 PM CST

2/24/2021 | 10:44 AM PST

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

2/24/2021 | 1:57 PM CST

Date: _____

RFP 101520 - OEM Automotive Parts and Supplies

Vendor Details

Company Name: General Motors ACDelco
Does your company conduct business under any other name? If yes, please state: ACDelco
Address: 6200 Grand Pointe Dr.
Grand Blanc, MI 48439
Contact: Robert Foote
Email: robert.e.foote@gm.com
Phone: 810-730-8838
HST#:

Submission Details

Created On: Wednesday September 30, 2020 08:48:12
Submitted On: Thursday October 15, 2020 10:23:20
Submitted By: Michelle Armstrong
Email: michelle.1.armstrong@gm.com
Transaction #: 9999a40f-bc31-4d7f-844e-5828fdff1eca
Submitter's IP Address: 198.208.46.91

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | General Motors Customer Care & Aftersales / General Motors |
| 2 | Proposer Address: | 6200 Grand Pointe Dr. Grand Blanc, Michigan 48439 |
| 3 | Proposer website address: | www.gm.com |
| 4 | 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): | Randy Chancellor Manager, Fleet & Indirect Sales GM Customer Care & Aftersales 6200 Grand Pointe Dr. Grand Blanc, MI 48439 randy.c.chancellor@gm.com 810-516-3697 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Robert Foote National Fleet Parts Manager GM Customer Care & Aftersales 6200 Grand Pointe Dr. Grand Blanc, MI 48439 robert.e.foote@gm.com 810-730-8838 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Lance Zimmerman National Fleet Parts Manager GM Customer Care & Aftersales 6200 Grand Pointe Dr. Grand Blanc, MI 48439 lance.zimmerman@gm.com 313-268-3042 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|---|
| 7 | 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>General Motors has been pushing the limits of transportation and technology for over 100 years. Today, we are in the midst of a transportation revolution. And we have the ambition, the talent and the technology to realize the safer, better and more sustainable world we want.</p> <p>As an open, inclusive company, we're also creating an environment where everyone feels welcomed and valued for who they are. One team, where all ideas are considered and heard, where everyone can contribute to their fullest potential, with a culture based in respect, integrity, accountability and equality.</p> <p>Our team brings wide-ranging perspectives and experiences to solving the complex transportation challenges of today and tomorrow.</p> <p>At General Motors, innovation is our north star. As the first automotive company to mass-produce an affordable electric car, and the first to develop an electric starter and air bags, GM has always pushed the limits of engineering.</p> <ul style="list-style-type: none"> • GM is the only company with a fully integrated solution to produce self-driving vehicles at scale. • We are committed to an all-electric future. • 2.6 billion EV miles have been driven by drivers of five GM electrified models, including the Chevrolet Bolt EV. <p>Our future depends on responsible stewardship of the earth, and we continually seek creative and innovative solutions for the environment. Our policies and technologies promote a cleaner planet from supply chain to manufacturing to the vehicles we put on the road.</p> <p>Across 14 recent new-vehicle launches, we've trimmed an average of 357 pounds per vehicle, saving 35 million gallons of gasoline and avoiding 312,000 metric tons of CO2 emissions per year.</p> <p>Today, our vehicle manufacturing process has the lowest environmental footprint in our history, thanks to steady progress toward achieving our 2020 operational commitments to reduce energy, carbon, water and waste intensity.</p> <p>We are General Motors. We transformed how the world moved through the last century. And we're determined to do it again as we redefine mobility to serve our customers and shareholders and solve societal challenges.</p> |
| 8 | What are your company's expectations in the event of an award? | <p>GM's expectations are to provide and support all US based Sourcewell members with access to GM OEM parts, including maintenance & repair parts, powertrain parts, collision parts, and GM accessory parts with electronic consolidated billing through the GM Mega Fleet Program, utilizing our participating US national GM Dealer network.</p> <p>Additionally, GM expects initial program launch support from Sourcewell in terms of US based Sourcewell member communication of the Sourcewell member account set up process with Multi Service Technology Solutions (MSTS) on the GM Mega Fleet program. Each Sourcewell member will be required to establish an account with MSTS, our third party invoicing and financial services provider. The set up process includes completion of an enrollment form application, financial underwriting, and a separate MSTS financial services terms and conditions agreement. The account set up process is not instant but it is relatively completed within 1 week.</p> |
| 9 | 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>Full-year 2019 results:</p> <ul style="list-style-type: none"> • EPS-diluted of \$4.57 and EPS-diluted-adjusted of \$4.82< • EPS diluted-adjusted includes \$(1.89) impact from the strike, and a \$0.12 benefit from Lyft and PSA revaluations • Full-year income of \$6.7 billion and EBIT-adjusted of \$8.4 billion, which includes a \$(3.6) billion impact from the strike • Full year EBIT-adjusted margin of 6.1 percent • GM North America EBIT-adjusted of \$8.2 billion, and EBIT-adj. margin of 7.7 percent • GM Financial reported record EBT-adjusted of \$2.1 billion • 2019 Annual Report is attached |
| 10 | What is your US market share for the solutions that you are proposing? | <p>We do not have market share data on the GM Mega Fleet Program; however, it is a national program with 2181 GM Dealers currently enrolled, which represents approximately 52% of all US GM Dealers. Also, all GM Medium Duty Dealers (Dealers who sell Medium Duty Trucks) are enrolled. Additional Dealers can enroll at any time.</p> |
| 11 | What is your Canadian market share for the solutions that you are proposing? | <p>Non applicable - Our proposal is for the US market and does not apply to Canada.</p> |

| | | | |
|----|--|--|---|
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | <ul style="list-style-type: none"> Business Insider featured leadership in an in-depth story, "How GM went from bankrupt and on the brink of death to being one of the world's best-run car companies." Highlights from writer Matt DeBord's story include: <ul style="list-style-type: none"> A decade after the financial crisis, General Motors is led by the best management team it's ever had and one of the best C-suites in all of business. CEO Mary Barra, president Dan Ammann, and executive vice-president Mark Reuss have overseen the birth of a New GM that's moving aggressively to define the future of transportation. The turnaround has been impressive, as GM has racked up billions of profits and is preparing to launch 20 new electrified vehicles by 2023. Before its 2009 bankruptcy, GM was known for internal conflict, but the company is now a model of cooperation. | * |
| 13 | 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. 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? 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>General Motors is a manufacturer of vehicles, parts and accessories and distributes those products through a network of independently owned/operated Dealerships. The GM Mega Fleet program is operated by General Motors through a third-party supplier, MSTS (Multi Service Technology Solutions). There are 2181 GM Dealers participating on the GM Mega Fleet program. The participating GM dealers will be providing the GM OE parts and vehicle service (product) locally to the participating US based Sourcewell membership on this contract. GM Dealership employees are an independent third party and not employees of General Motors.</p> <p>GM CCA has a field sales force of parts & service (aftersales) employees supporting the GM dealers and fleet customers. The GM CCA sales force works in conjunction with GM Fleet Account Executives (Sales & Service & Government), to support the fleet vehicle customer ownership and aftersales activity. This same salesforce will also be supporting the participating US based Sourcewell members on this contract. Our sales and service force are employees of General Motors. Multi Service Technology Solutions (MSTS) is General Motors', third party Financial Services Provider who administers the financial services for the GM Mega Fleet Program. MSTS employees are an independent third party and are not employees of General Motors.</p> | * |
| 14 | 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. | Non applicable | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Non applicable | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | See attached industry awards and recognition | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | GM does not share this information publicly – however there are government agencies enrolled in and using GM Fleet Billing programs, like GM Mega Fleet. GM also has various departments which call on government agencies to sell them vehicles and service parts. However, all sales are through a GM Dealer. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | We are unable to provide this level of data as we do not capture data to track this customer type | * |
| 19 | 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? | We currently do not hold any of these type of contracts, however we do have several government agencies enrolled in GM Fleet Billing programs. | * |
| 20 | 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? | GM CCA does not have any GSA contracts for GM OE parts. Relative to Standing Offers and Supply Arrangements, we do not have this requested information available at this time. We would need some additional definition of what is requested. | * |

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---------------------------------|-----------------|----------------|---|
| City of Ft. Wayne | Larry Campbell | (260) 427-5291 | * |
| Harris County Fleet Services | Nesha Alexander | (713) 274-7613 | * |
| Colorado State Fleet Management | Rene Ahl | (303) 866-5490 | * |

Table 5: Top Five Government or Education Customers

Line Item 22. 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 * | |
|--|---------------|--------------------|--|------------------------|--|---|
| Harris County Fleet Services | Government | Texas - TX | GM Fleet Consolidated Billing Programs (Parts & Service) | ? | \$1,389,000 (Only have 2 years data available) | * |
| Colorado State Fleet Management | Government | Colorado - CO | GM Fleet Consolidated Billing Programs (Parts & Service) | ? | \$727,000 (Only have 2 years data available) | * |
| City of Ft. Wayne Fleet | Government | Iowa - IA | GM Fleet Consolidated Billing Programs (Parts & Service) | ? | \$30,500 (Only have 2 years data available) | * |
| Stark County Board of Developmental Disabilities | Government | Iowa - IA | GM Fleet Consolidated Billing Programs (Parts & Service) | ? | \$3,700 (Only have 2 years data available) | * |
| Palm Beach County Sherrifs Office | Government | Indiana - IN | GM Fleet Consolidated Billing Programs (Parts & Service) | ? | \$1,000 (Only have 2 years data available) | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 * | |
|-----------|--------------|---|---|
| 23 | Sales force. | Sourcewell members will be supported by a General Motors employee sales force consisting of a staff of 2 National Fleet Parts Managers (national), who support 10 Market Area Fleet Managers (regional), who work with 100 Field Manager Aftersales Managers (local) and 10 Market Area Product Specialists (regional). The National Fleet Parts Managers will be the direct conduit with Sourcewell staff. The Market Area Fleet Managers and the Field Managers Aftermarket will be the direct local contacts with Sourcewell members to support sales, service, and customer support of the program. The Market Area Product Specialists are technical service support from a technical product and service training administration perspective. | * |

| | | | |
|----|--|--|---|
| 24 | Dealer network or other distribution methods. | <p>Our Proposal to meet the needs of Sourcewell participating entities in the US is through the GM Mega Fleet Program. This program features participation through the GM US national dealer network, with 2181 dealers participating on the GM Mega Fleet program. All GM Medium Duty dealers are also enrolled on the Mega Fleet Program. The GM Mega Fleet Program features "Not-To-Exceed" part pricing on all GM Original Equipment & ACDelco parts. The pricing however does not apply to cost of labor. Additionally, GM Mega Fleet features Consolidated Electronic Invoicing, with invoice and statement set up structure, which can simplify cost expensing. Many combinations for the Sourcewell members are possible...</p> <ul style="list-style-type: none"> • By Separate Unit (Road Maintenance, Aviation, Vehicle Registration, etc.) • By Location/Shop • And more... up to 12 levels of segregation <p>Invoicing for Sourcewell members can be "rolled up" to fleet headquarter (parent) location or invoiced to branch (child) account. Parent location may view all invoices, but local unit can be limited to view only their own (if desired)</p> <p>GM Mega Fleet features flexible Sourcewell member established purchase controls via a Free-Form policy box feature which allows a Sourcewell member to list their requirements and needs. The information is viewed by the participating Dealer. Sourcewell member's Purchase Order requirements are also enforced (if desired)</p> <p>GM Mega Fleet also features a fully Integrated Dispute Process. A Sourcewell member may dispute an invoice while reviewing charges in the program. There is no payment obligation until issue is resolved</p> <p>Sourcewell members will also have the ability to run unlimited on demand on-line reports, including:</p> <ul style="list-style-type: none"> • Statements & Invoices • Custom Reports-You select the data elements and time period • Standard Reports (pre-programed) • Detailed Report – All invoice details (part numbers, part description, quantity, GM Labor Code, labor description, taxes, etc.) • Audit Report – Lists PO number, invoice number, amount, VIN • Electronic vehicle VIN uploading (in bulk) <p>Sourcewell members will have access to a customer support team at Multi Service. Helpful agents (US based) are available to assist Sourcewell members with their questions and provide program training.</p> | * |
| 25 | Service force. | See answer in Line Item 23. | * |
| 26 | 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. | Multi Service manages a Customer Service and Support Center to provide assistance with GM Mega Fleet enrollment, billing issues, and any system issues. The Service and Support team can be contacted at (866) GM FLEET or via email at CustomerSupport@GMFleetbilling.com. The Customer Service and Support Center is based in the US. Typical response time to email is within 24 hours on Business Days. | * |
| 27 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | GM CCA has the ability to provide parts and service to Sourcewell participating entities in the United States. | * |
| 28 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | GM CCA currently does not have the ability to provide parts and service to Sourcewell participating entities in Canada through this RFP | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | None. GM CCA has the ability to provide parts and service support to Sourcewell members within the entire United States. | * |
| 30 | 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? | None | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | None | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 32 | 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. | GM CCA will market and promote the Sourcewell contract to Sourcewell members on our websites geared to fleets, including acdelco.com and gmfleet.com. In addition, the Sourcewell contract will be promoted to Sourcewell members at fleet expos which GM CCA participates. Other opportunities to market and promote would be press releases to government media and direct marketing to Sourcewell members be GM CCA field team. GM Dealers will also be communicated with information on the Sourcewell contract via internal communications, and will have ability to market locally. |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | See Line Item 32. Also, GM CCA will leverage all existing GM data platforms to communicate with members and sellers. This provides us leverage to reach all Sourcewell membership organizations. |
| 34 | 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? | GM CCA would expect Sourcewell to utilize all existing internal and external marketing resources to 1. Promote the value of using OEM product to its members (quality, reliability, liability) 2. Promote GM as the solution to the value of no only using GM OEM product in GM vehicles, but also as a nationwide (US) solution to reduce fleet management administrative expenses, through participating on this contract and utilizing the GM Mega Fleet Program as the solution. 3. Promote this contract at Fleet industry events and expos. GM CCA will integrate a Sourcewell awarded contract into our sales process through the marketing efforts indicated in Line Item 32, and through targeted and tracked Field Sales and GM Dealer sales contacts with Sourcewell members. |
| 35 | 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. | Yes. As an alternative to calling in an order to a participating dealer, some participating dealers offer an e procurement online ordering tool called Repairlink. Repairlink will allow the Sourcewell member to log into a dealer to check inventory on hand, part pricing, and to place their Sourcewell contract order electronically with the dealer. To obtain this access, the dealer will need to obtain account information from the Sourcewell member including their Sourcewell contract GM Mega Fleet account number in order to be set up for online ordering. Repairlink is widely used in marketplace by fleets |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|---|
| 36 | 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. | Complimentary (Free) GM OE and ACDelco Service Training to Sourcewell members as part of the GM Partner Perks Program. Includes, Web Based and Instructor lead training. Also in shop training may be available based on trainer's schedule, also at no charge. |
| 37 | Describe any technological advances that your proposed products or services offer. | Not applicable |
| 38 | 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. | Not applicable |
| 39 | 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. | Not applicable |
| 40 | 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. | Not applicable |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Through the GM Mega Fleet program, Sourcewell members will have local access to GM OEM parts, through GM dealers, at national pricing, and have consolidated electronic billing. Payments are made centrally to one account payable vs multiple dealer account payables. Sourcewell members will have access to the GM Fleet Consolidated Billing Program portal to access past invoices, and run purchase and invoicing reports. |

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 * |
|-----------|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | Our warranties cover parts only. Parts warranty information is attached. |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes. (See attached warranty statement) Any usage outside of original OEM application, or abuse within OEM application will restrict warranty coverage. |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No |
| 45 | 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? | No |
| 46 | 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? | No |
| 47 | What are your proposed exchange and return programs and policies? | Core exchange and returns will be handled locally with GM Dealer. In order to receive core credit, the core must be returned in the original package with the exception of catalytic converters, facias, bumper covers, and select wheels. Core exchange or credit is excluded on core that are disassembled, damaged, excessively corroded, core value removed by GM, core not returned in Genuine GM Package with GM Part number. |
| 48 | Describe any service contract options for the items included in your proposal. | None |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|---|--|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Standard payment terms are net 30. Payment terms other than net 30 can also be adjusted, but may be subject for an additional Service Charge. |
| 50 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | Not applicable |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Orders may be called in to the participating dealer, or placed in person at the parts counter, or service lane for parts and service. Additionally, some participating dealers may offer an online ordering solution called Repairlink, which will allow the Sourcewell member web based access to check dealer inventory and order parts online. Data for quarterly sales reports to Sourcewell will be sourced from actual parts purchase dealer invoices, provided by our third party financial services provider, Multi Service Technology Solutions (MSTS). Data included in the sales reports will be invoice level data including Sourcewell member name, PO #, part number, part number quantity, pricing. This invoice level data will be used for the Sourcewell quarterly sales report. |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | P Card procurement and payment is available through our third party financial services provider, Multi Service Technology Solutions (MSTS). However a nominal processing fee will apply to this procurement and payment option. |

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 Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|--|
| 53 | 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. | Sourcewell contract pricing model is applicable to all GM OEM parts sold through the participating GM dealer and is "dealer cost mark up" pricing model of "Dealer Price + 28%." See attached pricing sheet containing item SKU's. |
| 54 | 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. | Sourcewell contract pricing will be a "capped price" or "ceiling price" at Dealer Price + 28% on all GM OEM parts. This means that the dealer may sell to Members at a price below the Sourcewell contract price (Dealer Price + 28%) but the dealer may not sell at a price above the Sourcewell contract price (Dealer Price + 28%). |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Quantity or volume discounts are not part of the GM Mega Fleet Program or this proposal. However, a Sourcewell member may consider negotiating such a discount locally and separately with a dealer at the dealer's discretion. |
| 56 | 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. | Any parts that are not GM OEM or ACDelco, that are required to be sourced are not included in the GM Mega Fleet Program, however a Sourcewell member may consider working locally and separately with a dealer at the dealer's discretion. |
| 57 | 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. | The following additional charges may be associated with a purchase: <ul style="list-style-type: none"> • Government sales taxes and surcharges (non tax exempt Sourcewell members) • P Card processing fees • Payment Terms beyond the standard net 30 terms • Any custom IT programming expense |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Although most participating GM Mega Fleet dealers will not charge local freight or shipping within in their market area, freight may be charged by the local dealer at their discretion based on any unique part acquisition and shipping requirements (origin of part acquisition, shipping location & distance, shipping carrier) |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Alaska & Hawaii - There are no special freight, shipping, or delivery terms or programs available within the GM Mega Fleet Program. However, special freight, shipping, or delivery expense may be charged to the Sourcewell member at the dealer's discretion based on any unique part acquisition and shipping requirements (origin of part acquisition, shipping location & distance, shipping carrier) Canada - Canada Sourcewell membership is outside the scope of this proposal. |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Standard distribution and delivery methods apply through our supporting GM Dealer Network. There are 2181 enrolled GM Mega Fleet dealers providing a national footprint across the United States to support Sourcewell members. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 61 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 62 | 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. | Multi Service, GM's third party financial services provider, utilizes a hard coded and automated invoicing process. Every invoice will be audited at the time of processing to ensure all qualified GM OE and ACDelco parts pricing do not exceed the GM Mega Fleet program cap price. Reports are generated quarterly. |
| 63 | 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.) | Our proposal is a guaranteed base 1% Admin Fee, with the potential for increases up to 4%, based on Sourcwell member aggregate purchases of GM OE and ACDelco parts purchases through the contract on the GM Mega Fleet Program. Aggregate purchases are defined as all Sourcwell members actively purchasing through the GM Mega Fleet program meeting average monthly purchase volume tiers as a single group entity. This would be for parts purchases only and would not include labor purchases. |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>PRODUCT / PARTS - General Motors and its GM Dealers offer a complete line of Genuine GM OEM and ACDelco service and repair parts for GM vehicles, including; maintenance and repair, collision, and powertrain. Accessories excl electronics See attached GM OEM product line card.</p> <p>SERVICES – Services will be provided through GM Dealers that are enrolled through the GM Mega Fleet Program and GM Partner Perks Program.</p> <ul style="list-style-type: none"> • GM Mega Fleet Program <ul style="list-style-type: none"> o National GM Dealer Participation Coverage • 2181 participating GM Dealers in US • All GM Medium Duty Dealers enrolled o Parts Only or Parts & Service provided through participating GM Dealer o Not-To-Exceed part pricing (All GM Original Equipment & ACDelco parts) • Program validates all GM Original Equipment and ACDelco parts, adjusts invoice when cap is exceeded <ul style="list-style-type: none"> • Invoices below Not-to-Exceed cap will process as submitted • Does not apply to cost of labor o Consolidated Electronic Invoicing o Invoice Structure Flexibility • Parent & Child statement structure is provided • Parent Account –Responsible for invoice payment • Child Account –Individual operating locations • Statement structure can simplify cost expensing - many combinations possible... <ul style="list-style-type: none"> a. By Separate Unit (Road Maintenance, Aviation, Vehicle Registration, etc.) b. By Location/Shop c. And more... up to 12 levels of segregation • Cost can be “rolled up” to parent company or invoiced child account • Parent may view all invoices, but local unit can be limited to view only their own (if desired) <ul style="list-style-type: none"> o Flexible customer established purchase controls • Free-Form policy box feature • Allows you to list your requirements and needs • Information is viewed by Dealer • Ability to include attachments – ex: special instruction documents, vehicle inspection sheet, etc. (if desired) <ul style="list-style-type: none"> o Purchase Order enforcement (if desired) o Fully Integrated Dispute Process • Can dispute invoice while reviewing charges in the program • No payment obligation until issue is resolved o Unlimited on-line Reports • All statements and individual invoice likenesses are sent with invoice and available online • Custom Reports-You select the data elements and time period • Standard Reports (pre-programed) • Detailed Report – All invoice details (part numbers, part description, quantity, GM Labor Code, labor description, taxes, etc.) • Audit Report – Lists PO number, invoice number, amount, VIN <ul style="list-style-type: none"> o Electronic vehicle VIN uploading (in bulk) o Customer support team • Helpful agents (US based) are available to assist you with your questions and to provide program training • GM Partner Perks Program <ul style="list-style-type: none"> o Complimentary (Free) GM OE and ACDelco Service Training to Sourcewell members. Includes, Web Based and Instructor lead training. Also in shop training may be available based on trainer’s schedule, also at no charge. |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> • GM Original Equipment • ACDelco Parts • GM Dealer • Parts Pricing • Consolidated Billing & Invoicing • Purchase Reporting • Cost Management |

Table 14B: 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 | Yes/No * | Comments | |
|-----------|---|--|----------|---|
| 66 | Air Conditioning | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | * |
| 67 | Alternators, Starters, Batteries, Electrical and Ignition | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | * |
| 68 | Bearings - Ball and Roller | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | * |
| 69 | Belts, Hoses, Gaskets and Seals | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | * |
| 70 | Brakes | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | * |
| 71 | Emission and Exhaust | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 72 | Engine and Drive Train | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 73 | Filters – Oil, Gas, Air and Transmission | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 74 | Heating and Cooling (Engine) | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 75 | Lamps, Lighting and Mirrors | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 76 | Oils and Lubricants – Regular and Synthetic | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 77 | Pumps – Fuel and Water | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 78 | Suspension, Shocks, Struts and Steering | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |
| 79 | Wipers/Washers | <input checked="" type="radio"/> Yes <input type="radio"/> No | GM OEM | |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|--|--|
| 80 | 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. | <ul style="list-style-type: none"> • Monthly purchases by Member and through Sourcewell contract • Year over Year purchases by Member and through Sourcewell contract • GM OE / non GM OE Parts only purchases by Member through Sourcewell contract • GM OE / non GM OE Parts Labor purchases through Sourcewell contract |
| 81 | Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs. | <p>Available separately from the GM Mega Fleet Program (subscription fees may apply)</p> <ul style="list-style-type: none"> • GM OE Service Programming (GM TIS2Web) - See Attachment <ul style="list-style-type: none"> o ACDelco's Techline Information System (TIS) provides the essential tools and insight necessary in our ever-changing automotive service industry. TIS2Web is the internet-based subscription service for GM vehicle calibrations, Global Diagnostic System software, and scan tool hardware updates. o Discounted subscription as part of the GM Partner Perks Program o GM OE Service Information - See Attachment o GM Service information (GMSi) is a comprehensive collection of vehicle diagnostic and service repair manuals for GM vehicles. o GM Vehicle Diagnostic Service (1998-present) o Collision Repair Manuals (1998-present) o Frame sectioning information, panel replacement procedures, and recall information o Campaigns, service bulletins, and preliminary information for GM (1980-present) o GM Owner's Manuals and glove box supplements (2003-present) o Easy-to-use keyword/document/number search |
| 82 | Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management. | GM Mega Fleet program allows enrolled fleets to generate unlimited custom reports 24/7, on historical statements and invoices processed through the program. There is no cost for reports. Typical searches are for Purchase Order Number, Part Number, Labor Description, Vehicle Identification Number, Selling Dealer, Taxes and Invoice Number. However, almost every data element listed on a Dealer service/part invoice can be searched to generate a report. |
| 83 | Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service. | As an alternative to calling in an order to a participating dealer, some participating dealers offer an online ordering tool called Repairlink. Repairlink will allow the Sourcewell member to log into a dealer to check inventory on hand, part pricing, and to place their Sourcewell contract order electronically with the dealer. To obtain this access, the dealer will need to obtain account information from the Sourcewell member including their Sourcewell contract GM Mega Fleet account number in order to be set up for online ordering. |
| 84 | Identify the vehicle makes for which your offered parts are considered OEM. | <p>All General Motors Produced and Badged Light and Medium Duty Vehicles Including:</p> <ul style="list-style-type: none"> • Chevrolet • GMC • Buick • Cadillac • Pontiac • Saturn • Oldsmobile • Hummer |
| 85 | Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.) | Parts/service available through the GM Mega Fleet program include gasoline, diesel, hybrid and electric. CNG and propane may be available at some participating dealers, but we do not have a way to identify these dealers through the program. |

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."

- [Financial Strength and Stability](#) - GM 2019 Annual Report.pdf - Monday October 05, 2020 15:20:15
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information - GM OE .zip - Thursday October 15, 2020 09:59:10
- [Pricing](#) - Sourcewell Contract (MegaFleet) Part Pricing Oct 2020.xlsb - Wednesday October 07, 2020 12:11:06
- [Additional Document](#) - Additional Documents - GM OEM.zip - Thursday October 15, 2020 10:20:05

Proposer's Affidavit

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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Randy Chancellor, Manager, Fleet & Indirect Sales , General Motors Company

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 |
|---|--|-------|
| Addendum 3_OEM Automotive Parts_RFP_101520 Fri October 9 2020 12:17 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum 2_OEM Automotive Parts_RFP_101520 Thu September 17 2020 04:16 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum 1_OEM Automotive Parts_RFP_101520 Thu September 3 2020 01:48 PM | <input checked="" type="checkbox"/> | 1 |

Credit Application for the GM Fleet Consolidated Billing Programs

(PLEASE PRINT OR TYPE)

| CUSTOMER INFORMATION *required* | |
|--|---|
| Approved Program Type: (Please Select only one GM program and/or ACDelco) | |
| <input type="checkbox"/> GM : FleetTrac | <input type="checkbox"/> GM : MegaFleet |
| <input type="checkbox"/> GM : Fleet Parts Discount Program | <input type="checkbox"/> GM : National Fleet Maintenance Program |
| <input type="checkbox"/> ACDelco : National Fleet Parts Program | |
| Company Legal Name: As displayed on income tax return | |
| DBA: | |
| Legal Physical Address (no P.O boxes): | |
| City: | State: |
| Zip Code: | |
| Country: <input checked="" type="checkbox"/> United State | Preferred Currency: <input checked="" type="checkbox"/> U.S Dollar |
| Business Type: | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Municipality |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Education |
| <input type="checkbox"/> Private School | <input type="checkbox"/> Government |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietor | |
| Who introduced you to the program? (Please provide name and, if a dealer, the dealerships name.): | |

| CORPORATE OFFICE or HEADQUARTERS (HQ) INFORMATION | |
|---|--|
| Is this Location a Corporate Office or HQ with Multiple Locations? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If YES, do you have satellite or additional locations that need to be listed?* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If NO, is there a Corporate Office or HQ with a current GM Fleet Consolidated Billing Account? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Corporate Office or HQ GM Fleet Consolidated Billing Program ID (If known): _____ | GM Fleet Consolidated Billing Program Corporate Office or HQ Name: _____ |

* If additional locations are required, please provide additional location information as a separate Excel or spreadsheet. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

| CREDIT INFORMATION *required* | | |
|-----------------------------------|-----------|----------------------------------|
| Expected Monthly Spend: \$ | OR | Requested Credit Line: \$ |

Credit Application for the GM Fleet Consolidated Billing Programs

| PRIMARY CONTACT INFORMATION (Contact for vehicle repair & purchase approvals) *required* | |
|--|---|
| Contact Name: | Address1: |
| Job Title: | |
| Phone Number: () - ext. | City |
| Cell Number: () - | State: |
| Fax Number: () - | Zip: |
| E-mail Address: | Country: <input checked="" type="checkbox"/> United States |
| Bill Delivery and Online Account Access for Primary Contact | |
| Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None | Online Account Access: <input type="checkbox"/> Yes <input type="checkbox"/> No |

| BILLING CONTACT INFORMATION *required* | |
|---|---|
| Contact Name: | Address1: |
| Job Title: | |
| Phone Number: () - ext. | City |
| Cell Number: () - | State: |
| Fax Number: () - | Zip: |
| E-mail Address: | Country: <input checked="" type="checkbox"/> United States |
| Bill Delivery and Online Account Access for Billing Contact | |
| Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email | Online Account Access: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Format (for e-mailed bills) <input type="checkbox"/> PDF <input type="checkbox"/> CSV | Invoice Likenesses to accompany billing statement: <input type="checkbox"/> Yes <input type="checkbox"/> No |

| ADDITIONAL CONTACT INFORMATION *optional* | |
|--|---|
| Contact Name: | Address1: |
| Job Title: | |
| Phone Number: () - ext. | City |
| Cell Number: () - | State: |
| Fax Number: () - | Zip: |
| E-mail Address: | Country: <input checked="" type="checkbox"/> United States |
| Bill Delivery and Online Account Access for Additional Contact | |
| Delivery Method: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> None | Online Account Access: <input type="checkbox"/> Yes <input type="checkbox"/> No |

BILLING PREFERENCES *required*

Credit Application for the GM Fleet Consolidated Billing Programs

| |
|--|
| Requested Billing Cycle: <input type="checkbox"/> Daily with 30 day terms <input type="checkbox"/> Twice Monthly (10 th and 25 th of each month) with 30 day terms <input type="checkbox"/> Monthly (25 th of each month) with 30 day terms <input type="checkbox"/> Other (Fees May Apply) |
| Participate in Centralized Billing (Billing paid by Corporate Office or HQ account)? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES AND you have additional locations, should the locations receive bill copies as well? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Preferred Payment Method: <input type="checkbox"/> Wire <input type="checkbox"/> EFT (Customer initiated) <input type="checkbox"/> Direct Debit ¹ <input type="checkbox"/> Check |

| BANK INFORMATION (required if preferred payment method is Wire or EFT) | |
|--|------------------------|
| Bank Name / Branch: | ABA Number: |
| Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings | Account Number: |
| | Account Name: |
| <p>*** Required if using Wire or EFT***</p> <p><u>PLEASE INCLUDE A VOIDED CHECK FOR VERIFICATION</u></p> | |

| TAX INFORMATION *required* | |
|-----------------------------|----------------------------|
| If Corporation: | If Sole Proprietor: |
| Tax ID (FEIN): _____ | Tax ID (SSN): _____ |

Vehicle Identification Number (VIN) List Template (Required/ FleetTrac)

Please provide a list of all vehicles in Excel. If you require a spreadsheet template, please contact the GM Fleet Consolidated Billing Program Processing Center at 866-463-5338 or fleetlaunch@gmfleetbilling.com.

¹ This form authorizes Multi Service Technology Solutions, Inc. operating as the GM Fleet Consolidated Billing Program Processing Center to deposit funds into and/or withdraw funds from the customer's bank account by means of Electronic Funds Transfer for payment of goods and services charged on the GM Fleet Consolidated Billing Program Account and processed by the GM Fleet Consolidated Billing Program Processing Center. This authorization is to remain in effect until the GM Fleet Consolidated Billing Program Processing Center is notified, in writing, of cancellation.

Credit Application for the GM Fleet Consolidated Billing Programs

GM Fleet Consolidated Billing Program Accountholder Agreement (“Agreement”)

THIS GM FLEET CONSOLIDATED BILLING PROGRAM ACCOUNTHOLDER AGREEMENT (this “ACCOUNTHOLDER AGREEMENT”) by and between you, or on behalf of the “applicant” set forth in the application (the “Accountholder”), and Multi Service Technology Solutions, Inc. (“MSTS”), a Florida corporation with reference to the following facts:

WHEREAS, Accountholder wishes to participate in a General Motors Company (General Motors Company or General Motors LLC, together with any of its subsidiaries or affiliates, collectively, “GM”) purchase program with MSTS whereby MSTS will provide financing services to Accountholder pursuant to the terms hereof (the “Purchase Program”);

WHEREAS, Accountholder requests MSTS to accept and onboard Accountholder by reviewing its application and, upon approval, assigning a Purchase Program account number and provide financing to participate in the Purchase Program.

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. Issuance of Credit

Upon review and approval by MSTS of your application, MSTS shall issue you with a Purchase Program account (the “Account”) identified by an Account specific identification number, and extend such credit as is determined by MSTS in connection with such application.

2. Credit Evaluation/Security Deposit

Accountholder hereby authorizes MSTS and its employees, attorneys, agents, assigns, and successors to obtain from and share with GM in connection with the Purchase Program any information Accountholder submits to GM through any means, and investigate the credit history in connection with Accountholder’s application, including, without limitation, through commercial reporting companies, direct inquiries to businesses where Accountholder has accounts, and review of personal credit histories (where appropriate) by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant’s business and will not be used with respect to any decision to extend credit for personal, family, or household purposes. If MSTS determines that credit cannot be extended based on existing credit history or current credit events, then MSTS, in its discretion, may approve an Account creation by requiring a security deposit, guaranty, or other collateral in order to open or to continue the account. MSTS will utilize information provided by applicant in accordance with its Privacy Policy, which may be found on the MSTS website.

3. Program Usage

Participation in the Purchase Program by the Accountholder is subject to MSTS’s approval of Accountholder’s application and Accountholder’s acceptance of all terms and conditions contained herein, or on the Program Website (as defined below), or as amended from time to time by MSTS in its sole discretion, and Accountholder’s utilization of the credit line provided hereunder shall be considered acceptance for the purposes hereof. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by MSTS upon prior written notice, and if no effective date of the revised terms is provided in such notice, then such revised terms are effective as of the date of such notice (for purposes hereof, email notification shall constitute written notice). After receipt of such notice, Accountholder’s continued possession or use of its Account under the Purchase Program shall be deemed acceptance of such revised terms and conditions. If Accountholder does not accept the changes, then Accountholder may close its Account by notifying MSTS at the following telephone number or email address: 1-866-463-5338 or customersupport@gmfleetbilling.com, any time before the changes come into effect, provided that outstanding and pending amounts payable under the Account are paid in full. Usage of the Account by the Accountholder includes the retention or use of the Account by (i) the Accountholder or (ii) any person or entity under Accountholder’s direction or control. As a condition of participating in the Purchase Program, Accountholder consents to receive information from MSTS electronically through the MSTS portal www.gmfleetconsolidatedbilling.com (“Program Website”), or any other method of communication as determined by MSTS. Accountholder should print or otherwise save copies of any Account history, statements, and related communications from MSTS for its own records.

4. Ownership of Accounts

- a. All accounts issued in connection with the Purchase Program are non-transferable. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. If an Account number is lost or stolen, it is the Accountholder’s sole responsibility to deactivate the Account number by calling MSTS immediately at 1-866-463-5338 to prevent unauthorized usage and any unauthorized usage prior to such notification shall remain the Accountholder’s responsibility. Accountholder must follow-up telephone notification with written notification sent directly to MSTS, at the notice address listed below via email at customersupport@gmfleetbilling.com, or through the Program Website. Upon receipt of such notice, MSTS will suspend and/or close the Account and will take commercially reasonable steps to prevent the usage of the Account Number. If the Account Number is honored prior to the receipt of such notice, Accountholder will be responsible for all charges incurred through the use of the Account.
- b. Accountholder shall be responsible for all unauthorized usage prior to notification in accordance with this Section 4 except for unauthorized usage related to Account numbers that have been compromised, stolen, or otherwise misappropriated due to gross negligence or willful misconduct on the part of MSTS.
- c. The Accountholder is responsible for protection of password(s) and access to the Program Website and agrees it is liable for any unauthorized uses of the Program Website and the Account as set forth in this Section.

Credit Application for the GM Fleet Consolidated Billing Programs

- d. Access to the Program Website must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify MSTs. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice, or in an email from an officer and/or another authorized representative of the Accountholder as set forth in Section 4(a), or as otherwise agreed to by MSTs.

5. Representations and Warranties

Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with this Agreement:

- a. The financial information and all other information provided to MSTs or GM as part of the Purchase Program;
- b. This Agreement is valid, binding, and enforceable;
- c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder's (or its designee's) power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder with any other party;
- d. Accountholder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;
- e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;
- f. Accountholder possesses the financial capacity to perform all of its obligations hereunder; and
- g. The extension of credit by MSTs to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household use.

6. Limitations of Warranties

MSTs is not a seller of the merchandise or services obtained from GM or any GM dealer or affiliate under the Purchase Program. MSTs does not warrant or make any representations regarding any merchandise or services from any source obtained by Accountholder under the Purchase Program, nor does MSTs make any representations or warranties with respect to the E-commerce Site, the functionality or the security of the E-commerce Site, or in any other respect regarding the E-commerce Site. MSTs neither sells nor warrants in any respect any of the goods or services obtained from GM or any GM dealer or affiliate under the Purchase Program, or from GM and any affiliates of GM through whom Accountholder can use its Account to purchase goods in any other location from time to time. MSTs's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. **MSTs HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM GM, ANY OF ITS AFFILIATES, OR ANY DEALER OR OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST MSTs IN CONNECTION WITH ANY OF THE FOREGOING.**

7. Indemnification and Limitation of Liability

Accountholder shall indemnify and hold MSTs harmless against all losses, damages, costs, expenses (including attorneys' fees), and liability, including any third party claims, which may result from: (i) the proper performance of MSTs's obligations hereunder; (ii) any negligent, fraudulent, or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach by Accountholder of the Agreement made hereunder. **IN NO EVENT SHALL MSTs OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIP OR OTHER THIRD PARTY, IN CONNECTION WITH THE PURCHASE PROGRAM, OR FOR GM'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES', OR ANY DEALERSHIP'S OR OTHER THIRD PARTY'S, FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO MSTs FROM TIME TO TIME. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MSTs HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY GM OR ANY OF ITS SUBSIDIARIES OR AFFILIATES. OR BY ANY DEALERSHIP OR OTHER THIRD PARTY, OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ELSEWHERE. ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN MSTs AND GM, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIPS OR OTHER THIRD PARTY'S, IN CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT MSTs' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR \$10,000.**

8. Credit Limit/Credit Line

A credit line will be assigned to each Accountholder, subject to MSTs's determination of the creditworthiness of such Accountholder's application pursuant to Section 1. The calculation of such credit line shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, then Accountholder may notify MSTs by calling 1-866-463-5338, by email at customersupport@gmfleetbilling.com or through the Program Website and requesting a modification to its credit line. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in MSTs' sole discretion. MSTs will review and

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modify credit limits in accordance with MSTs's credit line policies. MSTs reserves the right to lower, suspend or terminate the credit line assigned to an Accountholder at any time and for any reason in its sole discretion.

9. Payment/Late Fees

- a. Accountholder shall make payments to MSTs or MSTs's designee as frequently as may be necessary to keep the outstanding Account balance within the line of credit and in compliance with the payment terms set forth herein. If Accountholder or its bank for any reason should fail to timely pay any amount due MSTs, Accountholder understands and agrees that MSTs may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security pledged by Accountholder for the benefit of MSTs. If Accountholder's bank should fail to honor payment to MSTs or any outstanding amounts due in connection with Accountholder's Account becomes delinquent, then MSTs may require immediate and full payment of all outstanding amounts. In the event that a payment made to MSTs or MSTs's designee is returned by the Accountholder's bank, then MSTs reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of fifty dollars (\$50.00) per instance or the maximum amount permitted by law, if less. Accountholder may pay its billing statement by direct debit to its bank account via automated clearing house (ACH), or through Electronic Funds Transfer (EFT), or such other means as approved by MSTs from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify MSTs of its election to pay any amounts due and payable hereunder through ACH, EFT or check via the Program Website or as otherwise instructed to MSTs.
- b. Account statements will be issued by MSTs daily, twice monthly or monthly (net 20 or net 30) depending on the Account's billing settings in the Program Website. Statements that have a remaining balance after the due date are considered delinquent. Delinquent accounts may be assessed late fees at a monthly rate of the lesser of one and a half percent (1.5%) of the transaction value per month on all outstanding transactions or the maximum percentage interest rate assessable pursuant to Applicable Law. Late fees are assessed on each subsequent statement in which such late fees have accrued. Such late fees are only assessed on outstanding amounts and are not based on the entire amount billed in a billing period. Late fees may be waived or modified by MSTs's in its sole discretion with written notice to the Accountholder. The Accountholder is liable for all late fees assessed to the Account and must pay the fees to maintain the Account below the credit limit and in good standing. MSTs applies payments first to any accrued interest and then to billing statements on a first-in, first out basis.
- c. MSTs may offset any amounts owed by MSTs to Accountholder against any claims MSTs has against the Accountholder. Accountholder is and shall be liable to MSTs for all costs and expenses incurred by MSTs in collection and enforcing its rights hereunder, including but not limited to, late fees, and reasonable attorneys' fees, if any, incurred by MSTs to collect all amounts due on Accountholder's Account.
- d. The payment terms stated in this Agreement, and/or any subsequent amendments, apply to all undisputed invoices and supersede the payment terms of any Purchase Order (P.O.), third party contract, or any other documentation the Accountholder may have signed.

10. Disputes

Accountholders have sixty (60) days from the original invoice date to dispute charges. If an Account transaction is not disputed within sixty (60) days from the original invoice date in accordance with the terms hereof, or such other time period as set forth herein, then the Accountholder is liable for all charges related to the transaction. Accountholder acknowledges and agrees that MSTs may rely solely on GM's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between MSTs and Accountholder. **A CLAIM OF A DISPUTE, REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY GM, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO MSTs AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY MSTs, AND ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY GM, MSTs, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT.**

11. Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury

- a. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Kansas, without reference to conflicts of laws principles, and it is agreed that jurisdiction of any legal action connected with this Agreement, including, without limitation, the class action waiver provided in this section, shall be exclusively in the state or federal courts located in Johnson County in the State of Kansas. Notwithstanding the foregoing, MSTs may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper. **ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY MSTs.**
- b. Accountholder agrees that in the event of default, MSTs may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
- c. To the fullest extent permitted by applicable law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by MSTs against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY**

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WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS. No action shall be brought against MSTs by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date therefrom or, if less, such period of time set forth by the laws of the State of Kansas.

12. Term and Termination

This Agreement will continue in effect until terminated by either party immediately upon written notice to the other at the mailing address or email address, in the case of MSTs, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of any outstanding amounts owed to MSTs in connection with such Accountholder's Account. Upon termination, all Accounts shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Account identification numbers in the possession or under the control of the Accountholder. Accountholder shall have the responsibility to pay all amounts outstanding, which shall become immediately due and payable. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11, 12, and 15.

13. Assignment

MSTs may assign or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of MSTs.

14. Waiver and Amendment

Failure by MSTs to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by MSTs. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Electronic Communication

This Agreement authorizes MSTs and GM to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of MSTs' and GM's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTs or GM responsible for any email communication intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTs and GM and their affiliates, and each of their agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend, and hold harmless MSTs and GM and their affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in Section 15, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of MSTs, or its employees or agents, or GM or their employees, or agents.

16. Correspondence

All written correspondence, with the exception of payments, pertaining to Accountholder's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions, Inc.
8650 College Boulevard
Overland Park, KS 66210
ATTN: GM Fleet Consolidated Billing Program
Email: customersupport@gmfleetbilling.com

17. Accountholder Data

Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTs and its agents and service providers may collect and use Accountholder's data and all data associated with its Account for purposes related to the Purchase Program and this Agreement subject to MSTs's privacy policies located on the MSTs website. In addition, Accountholder agrees that MSTs may transfer any and all Accountholder data and Account data in MSTs's possession to GM, as determined to be necessary by MSTs in its sole discretion, and GM will treat such information in accordance with their respective privacy policies.

18. Trademarks.

The GM marks are trademarks owned by General Motors LLC. The MSTs marks are trademarks owned by Multi Service Technology Solutions, Inc.

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19. Effective Date

This Agreement shall be effective on the date on which Accountholder executes this Agreement.

20. Third Party Beneficiary/ Agency

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between MSTs and GM. Accountholder acknowledges and agrees that with respect to GM, MSTs is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between MSTs or MSTs's directors, officers, employees, agents, and servants and Accountholder or GM. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between MSTs and Accountholder or GM.

21. Future Reference

Please retain this Agreement for future reference.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

PLEASE FILL OUT FORM COMPLETELY, AND EMAIL TO plpapplications@multiservice.com TO START THE APPLICATION PROCESS.