



MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Imperial Supplies LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Imperial Supplies LLC, P.O. Box 11008, Green Bay, WI 54307 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:
- a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's standard warranty terms are applicable and can be found at www.imperialsupplies.com ("Standard Warranty Terms"). Should Supplier's Standard Warranty Terms conflict with the terms of this Section 13.iii., Supplier's Standard Warranty Terms will control.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **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.

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

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

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

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

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

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

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

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Intentionally Omitted.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

The commitments outlined in supplier's original response are Category Discounts. While Supplier reserves the right to update SKU-level pricing in its sole discretion at any time, any such updates will follow the Price and Product Change Request Form process detailed within this Article 2 Section 2. A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on Total Net Purchases, as defined at Line Item 69 of Supplier's response, to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement, provided that Sourcewell provides prior written notice to Supplier. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, to the extent arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees. Termination of this Agreement, for any reason (as stated in Article 2 Sections 23 and 24), does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition, including separate invoiced freight charges as applicable and as further defined below in Section 2a Supplier's Standard Freight Terms, when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents. This means that the quoted cost is for delivered Included Solutions that are operational for their intended purpose and includes all costs to Participating Entity's requested delivery location. Supplier reserves the right to accept or reject any order received from a Participating Entity.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
 - a) **Supplier's Standard Freight Terms.** Standard freight is paid by Supplier on all orders over \$100, unless otherwise stated, to Participating Entity's single place of business anywhere in the

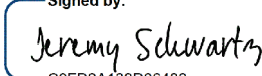
contiguous United States, using carrier of Participating Entity's choice. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, sourced orders, export orders, hazardous materials, Participating Entity's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by Participating Entity. Fuel surcharges and other surcharges may be applied. Title and risk of loss pass to Participating Entity upon tender of shipment to the carrier. Supplier reserves the right, in its discretion, to accept or reject any order.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Imperial Supplies LLC

100124-IMP

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/16/2025 | 12:37 PM CST _____

Signed by:

96F3B7A6967042A...

By: _____
Ryan Vanevenhoven
Title: President
Date: 1/16/2025 | 11:14 AM CST _____

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Imperial Supplies Holdings Inc

Does your company conduct business under any other name? If yes, please state: Imperial Supplies LLC

Address: 300 N Madison Street
Green Bay, WI 54301-5106

Contact: Jason Bergstrom

Email: government@imperialsupplies.com

Phone: 800-558-2808

HST#: 26-1180785

Submission Details

Created On: Friday August 23, 2024 07:59:35

Submitted On: Monday September 30, 2024 15:29:58

Submitted By: Jason Bergstrom

Email: government@imperialsupplies.com

Transaction #: d27b5a69-f4c6-4645-b6a7-7e78f3996f72

Submitter's IP Address: 136.226.56.175

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Imperial Supplies LLC D&B # 023247661 | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | W.W. Grainger is our parent company | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | R8EMJ7UA9E3 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 423120 423840 441310 | |
| 6 | Proposer Physical Address: | Imperial Supplies P.O. Box 11008 Green Bay, WI 54307 | * |
| 7 | Proposer website address (or addresses): | https://www.imperialsupplies.com/ | * |
| 8 | 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): | Jason Bergstrom Director New Business - Government P.O. Box 11008 Green Bay, WI 54307 jbergstrom@imperialsupplies.com 920-857-7844 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jason Bergstrom Director New Business - Government P.O. Box 11008 Green Bay, WI 54307 jbergstrom@imperialsupplies.com 920-857-7844 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | N/A | * |

Table 2A: Financial Viability and Marketplace Success (50 Points)

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

| | | | |
|----|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>Imperial Supplies was established in 1958 and today distributes over 1.7M Fleet MRO (Maintenance Repair Operation) product to 36,000+ Auto/Fleet customers who maintain 47,000+ locations. We provide the critical small parts that connect OEM and aftermarket parts to fleet vehicles. Imperial Supplies is a Customer Managed Inventory model that offers program savings leveraging data, technology, and control. Once fully implemented we offer "Half the Spend, Half the Inventory in Half the Time" vs our route model competitors (Napa, Fastenal, Kimball Midwest, MSC, Lawson). Imperial simply passes the program savings to our customers.</p> <p>Imperial has built its reputation by offering customers highly efficient methods to order and monitor purchases. Our customers include the top nine common carriers and the top four leasing companies in the United States. We currently have more National Account Programs in the fleet industry than all of our competition combined.</p> <p>Our philosophy has been based on the partnership concept. We have formed relationships with our customers by tailoring our services to meet their changing needs. We have designed a system to reduce costs through efficient ordering means and stringent controls. This approach has made us the industry leader in pioneering new technology.</p> <ul style="list-style-type: none"> • First national parts distributor to use barcode technology to automate order entry. • First to provide detailed, custom reporting. • EDI capabilities further enhance our customer interface system. • Custom corporate programs for customers' changing needs. • Fully Integrated Chemical Program • Product Recommendation and Standardization Programs. • Inventory Reduction Program <p>The following customers have 30+ year partnerships with Imperial Supplies... UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management. Today all of these accounts are in our top twenty in annual spend. Sourcewell is now a top 25 customer for Imperial Supplies.</p> | * |
| 12 | What are your company's expectations in the event of an award? | <p>Our expectation will be that our sellers will continue to delivery top customer service along with double digit cost savings to Sourcewell members in order to grow our partnerships. We have conducted over 100+ invoice analysis for Sourcewell members documenting an average savings of 28.2%.</p> <p>Once awarded we will internally organize our sellers with a refreshed training program on Sourcewell. In that training we will educate on who Sourcewell is, how they service government entities, what our Imperial Program offer is for those entities, and last how we engage with Sourcewell members. All of this information will be stored in an internal playbook and our CM system will make sure to keep those customers grouped together for tracking. We followed this procedure on our last award and it resulted in \$6,172,382.05 in revenue on 15,390 orders by 799 member locations with a 98.66% fill rate. Imperial paid freight charges on 97.5% of all Sourcewell Member orders. (see document "Contract Award Spend Data")</p> | * |
| 13 | 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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | <p>Imperial Supplies is a part of the Grainger family of companies since 2009. Attached is a Grainger Fact Book from 2023 that includes financial information. It is attached as file "Grainger 2023 Annual Report"</p> <p>Here is a breakdown of revenue (Grainger/Imperial):</p> <p>Grainger \$11.8 B and Imperial Supplies \$311.0 MM in 2021</p> <p>Grainger \$12.8 B and Imperial Supplies \$404.7 MM in 2022</p> <p>Grainger \$16.5 B and Imperial Supplies \$461.9 MM in 2023</p> <p>In 2024 Imperial is on pace for \$483M in revenue</p> | * |
| 14 | What is your US market share for the Solutions that you are proposing? | Imperial Supplies market share within the Auto/Fleet markets is 21%. Imperial has had an 14.86% growth CAGR since 2013. Currently our two fastest growing markets are in automotive and government fleet garages (state, city, county). Our Government markets are focused on the SLED segment worth \$700M/yr. Our current revenue in all government segments within Imperial is over \$8M annually. Up from \$800K in 2019. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | While Imperial Supplies does service some of our National Accounts in Canada this Market is not in scope for this bid. As we continue to grow Imperial has plans to offer full program within the next 2-3 years in the Canadian Market. Until then Imperial would entertain Canadian customers on a case by case basis. | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | N/A | * |

| | | | |
|----|---|--|---|
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? | Imperial is a national distributor of fleet maintenance products and inventory management programs. We own (along with Grainger) and operate 22 DCs across the US. It is our mission to provide you with an efficient and effective system to order and stock fleet specific maintenance parts. Imperial is committed to providing the most technologically advanced procurement applications for fleet maintenance parts in the industry. | * |
| 18 | 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. | Imperial's focused and disciplined Quality Assurance Program guarantees that products satisfy SAE, IFI, DOT, OSHA, and UL standards. Imperial performs product quality audits and works with third party testing labs to ensure manufacturing specifications are met. Additionally Imperial offers Lot Traceability with the majority of it's parts. | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | N/A | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Imperial Supplies does not have an industry awards, we are not aware of any for our field (small maintenance parts). However we have been awarded supplier of the year from many of our National Accounts including... Penske, UPS, FedEx, WalMart, YRC and many other smaller customers. Since our last Sourcwell award Imperial has been awarded as vendor of the year from Penske 2023, Macco 2023 and Amerit 2022. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 2021 \$3.5M @ 1.1% 2022 \$6.4M @ 1.6% 2023 \$8.0M @ 2.0% | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | 2021 \$9.7M @ 3.1% 2022 \$11.6M @ 2.87% 2023 \$12.7M @ 2.75% | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Sourcwell @ \$909K in 2021 - \$1.42M in 2022 - \$2.19M in 2023 Equalis @ \$18K in 2023 (no longer in focus) E&I - just awarded in July of '24. Program rollout in November of 2024 | * |
| 24 | 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? | N/A | * |

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|--|----------------|----------------|---|
| South Dakota Dept of Transportation (SD) | Jared Bourdon | (605)290-2660 | * |
| City of Pflugerville (TX) | Aaron Howell | (512)990-6432 | * |
| City of Dodge (KS) | Chad Rhoades | (620)255-5463 | * |
| Colorado Springs Utilities (CO) | Franco Cerame | (719)668-7663 | |
| Sauk County Hwy Dept (WI) | Dustin Jensen | (608)355-4386 | |

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 * |
|-----------|--|---|
| 26 | Sales force. | <p>Imperial Supplies employs 259 sellers to service our customers (820+ employees total). All of our employees are FTE and direct with Imperial Supplies. Attached in this bid is the "Outside Seller Map" in the US.</p> <p>217 are Dedicated Account Advisors (DAA) that service each shop location over the phone. Of those +16 are dedicated to government markets. This greatly reduces our OE which Imperial passes on to the customer leveraging our unique business model for maximum savings. Additionally our DAAs can contact more customers in a day vs a route model. This means we have 10x the customer contact. Every account with Imperial has a DAA assigned. 75% of this work force is in Green Bay WI with the remaining working remote across the country.</p> <p>23 are Regional Sales Managers (RSM). This is our New Business segment and RSMs perform over 1,000 customer shop reviews with analysis reports to document savings before program roll out. Together the RSM and DAA partner with the Corporate decision maker to install our core program in the field. RSMs will service the account for 2 years at which point the fall off the account and a National Account Manager then manages the partnership. The DAA remains constant through this transition. All of these employees are located remote across the country, central to their territory.</p> <p>18 are National Account Managers. This group manages the long term partnership. They are charged with providing continued value with standardization across 40+ product groups, leverage private label brands, continued inventory compression and SKU reduction. Half of this sales force is in Green Bay WI and the remaining are remote across the US.</p> <p>Supporting our 259 sellers (and customers) are 17 Customer Service Representative, 4 Sales Operation Support, 5 Product Technicians, and 7 Product Managers. All of these employees are in Green Bay WI.</p> |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | <p>Imperial has developed a National distribution network based on five regional distribution centers. Each center is capable of supplying its US quadrant with all key items within our catalog offering. Imperial Supplies has a 98.66% fill rate with on over 15,000 orders with Sourcewell clients. Orders shipped from Imperial have less than 1% chance of error, every order placed before 3:00pm CST will be shipped the same day and all other orders within 24 hours.</p> <p>DCs are in, Janesville WI Scranton PA Charlotte NC Reno NV Dallas TX</p> |
| 28 | Service force. | <p>Imperial Supplies has over 55 Field Service agents across the US that conduct over 6,500 site visits to set up new business locations or maintain existing customers. This team works in tandem with or Dedicated Account Advisors to keep our customers standard operating procedures reflected at the shop level. Duties performed are labeling product with bar codes, organizing per customer direction, assigning location codes for quick order put away, reducing stock for credit, eliminating "D" movers for credit and product standardization per customer direction. This is a value added program that is no charge to our customers. These Field Service Agents are remote across the US to keep tight coverage over all regions.</p> <p>Over the last contract term with Sourcewell our Field Service Agents visited 238 Sourcewell locations, performed 3,447 hours of work to clean and organize shops. Imperial Supplies does this at our own expense - valued at \$282,654 in value added services for Sourcewell clients.</p> |

| | | | |
|----|---|--|---|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Imperial Supplies handles all customer orders direct either by the Dedicated Account Advisor assigned to the account or a Customer Service Rep (more below on that role). We accept orders in a variety of forms. Over the phone, via fax, website, mobile device app, email or integrated procurement platform. All orders place by 3pm CST will ship out same day.</p> <p>Imperial Supplies has over 19 Customer Service Representatives (CSR) supporting our Dedicated Account Advisor teams and customers. Each CSR has between 14 to 18 Dedicated Account Advisors on their team. On average per CSR they have a response time of 17 minutes to missed calls, handle over 100 special orders/day, run specialty spend reports, and manage all returns.</p> <p>Our Dedicated Account Advisors that have metrics for customer service. Each metric in number of calls, phone minutes, and new ship to locations for each month. These metrics are critical to maintaining excellent customer service and our Managers track these metrics daily to insure a high touch point with low time commitments (average call is 3 minutes and 12 seconds).</p> | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Our Dedicated Account Advisors (DAA) are the backbone of customer support. Each DAA has metrics in number of calls, phone minutes, response time and new ship to locations for each month. These metrics are critical to maintaining excellent customer service and our Managers track these metrics daily to insure a high touch point with low time commitments (average call is 2 minutes and 34 seconds).</p> <p>During the past contract period we had 2,894 inbound calls (6 min 7 sec average) from Sourcewell clients and 14,274 outbound calls (3 min 12 sec average) to Sourcewell clients. The top four subjects on these calls were placing orders, shipping time lines, technical questions on product and account set up.</p> <p>Imperial Supplies high touch model allows for fast and easy access to customer questions will keeping time commitments low allowing government entity employees to remain efficient in their daily tasks.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | Imperial Supplies is a National distributor and services all 50 states. There are no restrictions to our program offering in the US. Our DC network is set up to reach 98% of our customer base in 2 day lead times. We have 5 DCs servicing the US, 3 of those are new in the last 5 years (replaced outdated, smaller DCs). We have future plans for a 6th DC in the Pacific Northwest within next 3-5 years. Add in Grainger's 14 DCs and Imperial offers 1.7M MRO products with the quickest and most accurate pick, pack, and ship metrics in the Fleet MRO space. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | At this time the Canadian government market is out of scope for our contract focus. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | Only Canada is out of focus. We will service all 50 United States on this contract. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | Imperial Supplies does not service Federal based entities. We keep a SLED (state, local and education) focus for our coop contracts. If a federal entity reaches out to us direct as a Sourcewell Client we have a process to relay them over to a dedicated Grainger contact to help serve them as a Sourcewell Client. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Not Applicable. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes so long as they are not based or tied directly with the federal government. | * |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * |
|-----------|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Imperial Supplies will continue to use the same marketing plan that resulted in 799 Sourcewell Clients adopting our contract for use with their Fleet MRO needs.</p> <p>Here is our marketing plan in summary. 1) Continue to utilize the Sourcewell Member list and prioritize those targets by population size, market (city and school district) and regional entity coaches. 2) Distribute out these targets monthly for Dedicated Account Advisors to contact and introduce our contract and unique business model. 3) Identify and sign up for regional Fleet MRO shows by region and nationally (we attend 7 in last 12 months) to drive exposure and Sourcewell engagement. Once a show is targeted we use our DAAs to canvas (with Market help) all Sourcewell area clients in an effort to drive booth traffic 4) Set up appointments (through cold calls and shows) to review our business model (more on that deck below) and gain invoice analysis data for pilot. 5) Review savings with entity and obtain conversion date for field service to convert to Imperial Supplies under Sourcewell contract. In the last 12 months over 3/4 of our new business revenue was driven this way using the Sourcewell contract. We had over 1465 cold calls to Sourcewell clients in addition to 389 contacts at regional trade shows.</p> <p>Please see the attached pdf deck that will review our company and marketing strategy. Attachment labeled "Imperial Supplies introduction to Sourcewell - Business Model". Jason Bergstrom would like to walk you through a business case demonstrating Imperial Supplies forensic analysis of typical overstock and overspend found with competing Vendor Managed Programs.</p> <p>To summarize... Imperial Supplies brings control and visibility to a below radar spend with an added value program that cuts your spend, inventory, and time investment by 50%. We will market to Sourcewell member the same way we do in the private sector. Uncover opportunities to reduce cost through forensic analysis of spend. Build a business case for customer approval demonstrating how Imperial will partner to drive savings. This is a no risk, no cost process. After customer approval we begin the program conversion and roll out site by site. Our Field Service team will install the program at each shop.</p> <p>From there Imperials sellers work side by side with our customers with the goal to become a key partner that drives unwanted cost out of their organization. This is done through aligned goals targeting saving by product category, prioritizing by largest savings and then executed in partnership with our lead entity decision makers.</p> |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>At Imperial Supplies we have a dedicated team across our Marketing and HR departments for Social Media platforms like Facebook and LinkedIn where we are most active. We drive education for our fleet customers, shout out employees, and recognize customer milestones to drive awareness to our program capabilities. Additionally our growth trajectory requires us to grow our employee base by 189 associates over the next 3 years. Social Media also allows us to recruit to support that future growth.</p> <p>Imperial Supplies is in year 3 of a 5 year ERP (Enterprise Resource Planning) process to improve our data systems to better target savings for our customers. Early benefits of this process provides our Dedicated Account Advisors data dashboards to improve savings, increase engagement, drive compliance and target SKU and inventory compression. These data dashboard are customizable by customer to drive the most efficiency.</p> |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | <p>Where Imperial Supplies has had the most success is by working closely with Mike Epsky our Contract Manager. We hold monthly meeting to discuss and remove barriers, target local and national trade shows, discuss market trends and data share. Additionally we hold year end reviews to deep dive on success and build a plan for the following year to support contract growth strategies.</p> <p>We are looking to schedule an in house training session with Mike in our Green Bay office. We hope to increase or Dedicated Account Advisor engagement with Mike to expand on our 30% YOY contract revenue growth to 40%.</p> |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Imperial Supplies has worked on integration with Equalevel so that we are prepared for deeper engagement in the e-procurement needs of our Sourcewell clients. This can be done through a punch out experience to our catalog to bring further control and visibility to the contract spend.</p> <p>Imperial Supplies has integrated in over 13 different platforms in it's history. We also utilize our website as first phase in customer driven controls. This can be done with order approvals, budget controls, product blocks and spend visibility that helps procurement teams drive out over spend.</p> |

Table 5A: Value-Added Attributes (100 Points)

| Line Item | Question | Response * |
|-----------|---|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Imperial has a team of Product Technicians and Product Managers that are involved with customer training on a daily basis. Often times these team members are pulled into customer calls to train or bring education to a product. These team members may also travel for educational, training, and consulting purposes. These are free however some of these training sessions in person may come with a charge. For example we administer Fastener, Brass and Electrical Training to support customer technicians to qualifying customers. The costs associated with this are to cover travel expenses.</p> <p>Additionally Imperial provides technical publications via CD, hard copy and online at no cost. Imperial's home page currently features approved product application manuals for Brass, Electrical and Fastener training. Additional topics can be added per corporate request. Product training is customized to meet the individual needs of each and every customer. Available formats include: On-Site Training, Video Training, Video Conferencing, Web Conferencing, and Product Specific Handbooks.</p> |
| 42 | Describe any technological advances that your proposed Solutions offer. | <p>Imperial continues to operate utilizing the Partnership Concept. Technological advancements are implemented based on customer request and Imperial Supplies works to continually address specific customer needs in multiple markets, then implement new technology to meet customer needs. Technology sets Imperial apart from other parts distributors. Imperial is dedicated to coupling innovation and technology to help fleet companies reduce expenses and increase profits.</p> <p>Imperial's technological advancements include: Barcode Labels for Imperial and Non-Imperial Product, Purchasing Platform Interfaces, Electronic Data Interchange, Electronic Funds Transfer, Electronic Price Files, Order Data Transfer, Electronic Order Reconciliation, Bar-Coded Packing Slips, Aftermarket Order Program, Customer Bin Location Barcode Labels, Custom & Automated Bin Location Modifier, Colored Inventory Barcodes, Colored Barcodes for Ordering Efficiency, Barcode Label Re-Order Points, GL Code Identification, Split GL Code Invoicing, Priced & Dated Product Labels, Customer Part Numbers on Barcode Labels, Automatic Order Confirmation, Invoice Lot Tracking, Peel-Off Barcode Labels, PCard Level III Capabilities, Web Push Program, ScanTel Scanner Program, and creation of a Dedicated Customer Web Link.</p> |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Imperial Supplies customers have increasingly requested environmentally preferable products and over the years we have significantly expanded our product portfolio to fulfill customer needs. Through this portfolio, we're able to help customers maintain sustainable facilities through efficient energy management (LED lighting), water conservation (flow control), waste reduction (bulk chemicals) and improved indoor air quality (filtration). We will continue to support customer green initiatives by seeking solution based products that fit our changing customer needs. |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Not applicable |
| 45 | 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? | <p>Imperial Supplies prides itself on its people and our business model. Both are unique in the truck, auto, and bus industry. At Imperial the customer is King. In 1958 our founder Don Long, a small parts route salesman, realized he could service more customers at a better value by leveraging technology (phone sales at that time). By removing the route salesman you remove a large expense. But even more important you remove outside influence to the product needs and inventory levels that do not benefit the customer. That day Don changed the game and Imperial Supplies was born. Our Customer Managed Inventory (CMI) is unique in the Fleet MRO space - it is our differentiator. We've been growing ever since and today we are the #1 supplier of small maintenance parts in the US Fleets.</p> <p>We ask curious questions and look to solve customer challenges with product and technology based solutions. Our first National Account (FedEx) in the late 70's was a perfect example. They needed a centralized program for small parts so we introduced new technology (Scan Tel Bar Codes) to control ordering, bring visibility, and speed deliveries.</p> <p>This solution led to our first National roll out and we've continued this mindset into GL coding, Lot tracing, UNSPSC codes, VMRS codes, custom re-orders... this list goes on. Recently we are integrating with large automotive software companies to support Job Costing for Service King and other customers. Our people make up our culture and they are just as important as our business model. We preach speed and urgency to our customers needs. Maybe it's the Midwest mindset, but really it's our program, model, and training that is the structure for our great customer service. It's why we've had 30+ year relationships with our top 20 National Accounts. Companies like UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management.</p> |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|--|---|--|---------|
| 46 | Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 47 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 48 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 49 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 50 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 51 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 52 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 53 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 54 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 55 | Describe your payment terms and accepted payment methods. | Imperial's payment terms are ½% 10 days, Net 30. Mail, direct payment, EDI, credit cards are accepted. | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | Not applicable | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | We require no documents for standard transactions with Sourcewell Clients. | * |
| 58 | 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? | Imperial will transact P-card and there are no additional fees. | * |

| | | |
|----|---|---|
| 59 | <p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> | <p>Imperial Supplies operates a specific price book for each customer . These price books are customized to each market based on volume and usage from hundreds of market analysis in the field to provide the most competitive offer. We value the ability to be nimble and move our volume to different approved suppliers based on market conditions, COGS. This helps us bring the lowest market cost to our customers for our core product in our 5 DCs. Our Sourcwell offer has over 300 featured line items in the attachment "Contract Price Offer". These are the "A" movers for the auto, truck, and bus government markets in our offering and we've applied aggressive pricing inline with the scale and leverage of Sourcwell. This is our "tip of the spear" pricing which supports our invoice analysis process for maximum client savings. All of our product offering is open in our Sourcwell members. For products that are drop shipped to our customers through the Grainger DC network we use Grainger's web price as our offer. Additionally we apply 21 category discounts off of Contract Reference Pricing to further drive value to Sourcwell members. This offering and pricing is seamless once logged into our website experience. We can provide Sourcwell with login credentials to view all pricing, all we need is an email address and Jason Bergstrom can set up that account for you.</p> <p>Online we have over 350,000 SKUs listed and organized by 3,000+ web sub categories. If there is a Grainger item a customer needs that is not yet on our website our Dedicated Account Advisor can take that order (same day) and within one hour the part number is assigned and added to the order (again same day). Within 24 hours that "new" item is added to our website offering online for viewing.</p> <p>On a whole Sourcwell has by far the most aggressive pricing program structure for all our Government Markets. On our current contract we have added 799 clients to date with an estimated savings of \$1.23MM over the contract dates. Last, attached in the "Contract Price Offer" are two tabs. One for our Category Discount list and the other for our featured pricing. The featured pricing tab is the current price list - Imperial will send our new contract featured pricing to Mike Epsky on May 1st 2025 to ensure them most recent and aggressive market pricing. This new featured price list will take effect at the start of the new contract. Our last price adjustment to this list was on 9/26/2022.</p> <p>Finally, as part of our business model, Imperial offers an invoice analysis to demonstrate our pricing power. As we consult with our customers on our unique program we will ask for invoices to perform a weighted analysis that provides real examples of our savings.</p> <p>This invoice analysis is not required, it is offered to our customers as a way to determine if the route rep model they use is manipulating their inventory and budgetary spend.</p> <p>We have performed over 100 analysis for Sourcwell Clients with an average savings over 28%. An example of a weighted analysis is attached as "Invoice Analysis Winnetka IL...". Imperial summarizes the data by product category, product rank, by invoice and also provides full line detail. We are the only Fleet MRO provider that gives 100% transparency into "real world" tangible savings.</p> |
| 60 | <p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p> | <p>For products that are drop shipped to our customers through the Grainger DC network we use Grainger's web price as our offer. We apply 21 category discounts off of Contract Reference Pricing to further drive value to Sourcwell members. This is the exact same Category Discount structure that has been successful for us in our current contract. We have and will continue to offer lower prices based on the needs and volumes of our entity customers/clients with Sourcwell as part of our ceiling based offer.</p> <p>Leveraging Grainger's product offering puts Imperial Supplies in a unique position within the Fleet MRO space. We are a one stop shop for Fleet Garages offering everything for your Fleet, Technicians and Garage.</p> <p>The top product categories leveraged by Sourcwell Clients in our drop ship categories are - Fleet and Vehicle Maintenance, Material Handling and Safety.</p> |

| | | | |
|----|---|---|---|
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>Imperial Supplies is willing to review pricing and volume discounts or adjustments to be made based future volumes as we continue our relationship.</p> <p>Typically any adjustments would be made annually, however, we would discuss relevant changes at any time during our agreement and follow proper written procedures of notification.</p> <p>Imperial Supplies has lowered our offer price based on Sourcwell Client inquires for greater volume discounts on at least 196 occasions during the current contract. We use an internal process called "PING" with our pricing team to address these requests same day.</p> | * |
| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>Imperial Supplies does have a sourcing program for items outside of our product offering. These events are performed on a case by case basis and price quotes are good for 30 days.</p> <p>During the current contract Imperials Supplies has engaged in sourcing requests on at least 14 occasions during the current contract.</p> <p>This process if very simple and is managed by the Dedicated Account Advisor for the Sourcwell Client.</p> | * |
| 63 | 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. | Not applicable | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>Imperial is offering a \$100 order minimum for free freight. Our average order size per Sourcwell client is \$401.06/order (with 7 line items). Order discipline is easy to manage and allows Imperial to keep the proper order density to minimize freight impacts. Typically customers will order once or twice a month.</p> <p>We've lowered our standard minimums from \$400 to \$100 to help drive early program adoption for Sourcwell members. Keeping our \$100 minimum helps us drive aggressive pricing in the market.</p> <p>Over the life of our current contract Imperial Supplies has paid 97.50% of all freight charges. This is \$842,346.26 in total freight paid by Imperial Supplies on the current contract.</p> | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Our standard \$100 freight rate applies in Alaska and Hawaii but not Canada as it is out of scope for this Sourcwell offer. We may have longer lead times for Alaska and Hawaii and work with those customers to educate on order cycles. The \$100 freight covers the cost to a land based forwarder (by ship) for Hawaii and Alaska. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Typically 93% of our products ship by Parcel. Some larger items may ship LTL. Otherwise there are few unique deliveries and those are typically through sourced orders. | * |
| 67 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing. | <p>Following execution of a contract with Sourcwell, an internal "summary" document is completed by a member of Imperial's Contract and Compliance Team. This summary ensures all necessary departments with a "need to know" are aware of any actions pursuant to the terms of the contract, such as pricing for applicable Participating Entities, reporting, and notice of Admin Fee to be paid each quarter.</p> <p>Leadership from Imperial's Contract and Compliance Team and Jason Bergstrom (Director of New Business - Government) are in frequent discussions as we service both existing and new business within government markets to ensure this compliance.</p> | * |

| | | | |
|----|---|--|---|
| 68 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Jason Bergstrom leads the government market strategy and works one on one with all inside/outside sellers on market trends and targets. This includes travel in the field for face to face meetings with entities and our sellers. Additionally he meets monthly with all sales leadership to track success with our sales strategy. On the Sourcewell side Jason meets monthly with Mike Epsky on these same trends. We collaborate on targets and share data on our success. We also conduct an annual business review together with the purpose to share, check and adjust our aligned goals. A copy of the 2023 review deck is attached as "Sourcewell 2023 year end review..". | * |
| 69 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Supplier will offer Sourcewell 2% Admin Fee program in accordance with the Term outlined herein ("Admin Fee"). Based on the terms provided herein, Admin Fee will be calculated based on Participating Entities' (designated as Parent 8EW in Supplier's internal system) Total Net Purchases. "Total Net Purchases" is defined as Sourcewell's Participating Entities total product value purchase amount during the specified term, less credits, returns, discounts and any price adjustments. Total Net Purchases excludes taxes, freight, surcharges, and any other miscellaneous line item on Sourcewell's invoice(s). Admin Fee will be provided to Sourcewell within thirty (30) days of the conclusion of each calendar quarter. Supplier reserves the right to adjust any aspect of the Admin Fee due to any merger or acquisition that Sourcewell is a party to during the Term of this Agreement. Supplier reserves the right to decline Participating Entities' total net purchases from contributing to Admin Fee due to, but not limited to, an existing relationship with said Participating Entity(ies). Supplier reserves the right to withhold portions of Admin Fee until any past due amounts due to Supplier from Participating Entity(ies) have been satisfied. Admin Fee may be adjusted annually. | * |

Table 7: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|-----------|--|---|---|
| 70 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | This price offer is best in class for our Government entities and we leverage this Sourcewell contract as part of our new business sales process. | * |

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

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

| | | |
|----|--|---|
| 71 | Provide a detailed description of all the Solutions offered, including used, offered in the proposal. | <p>Imperial Supplies is offering all of its programs and services to Sourcewell, some examples are list below. These are attached to the bid as "Imperial Supplies Value Added Services" with more detail. On the current contract these value added services add up to over \$290K in total re-investment by Imperial Supplies towards our contract partnership.</p> <p>Auto-Reorder Auto-Reorder is a convenient way to help you ensure the Imperial products you use most often are on hand when you need them. You first decide the first shipment date and subsequent orders will ship at the frequency you choose.</p> <p>Cabinet Program Our program allows you to own your cabinets, drawers and bins. Simply purchase the cabinetry at current prices and you will receive a discount on all subsequent invoices.</p> <p>Custom Kits Imperial wants to help you develop custom product kits that add value by delivering time and labor savings.</p> <p>Custom Logo Safety Program Imperial's Custom Logo Safety Program gives you the ability to add your company logo to various safety and signage options.</p> <p>Field Service A Field Service Technician will visit your location to clean, organize, and label your cabinets, drawers, and bins with Imperial labels. Each label lists the part number, full description, and box quantity for easy ordering.</p> <p>File Import Quickly upload spreadsheet files into an order.</p> <p>Inventory Balance Program Balance your inventory to your current requirements. Imperial has the solution for your overstocked or obsolete parts. Ship us your excess inventory and we'll credit your future orders.</p> <p>Inventory Reduction Program Our Inventory Balance Program allows you to reduce and streamline your miscellaneous parts and supplies inventories. Overstocked and obsolete product can be returned to us for credit that you can apply towards future purchases.</p> <p>Lot Tracking Imperial Supplies LLC is in complete compliance with the Fastener Quality Act. Not only do we place lot tracking numbers on our packing labels, we go one step further and add lot tracking numbers on our invoices for quick, easy access.</p> <p>Mobile App Access and purchase over 25,000 fleet maintenance products on mobile devices. See detailed product information and complete purchases conveniently while on the go.</p> <p>Order Approval Your time is valuable. Taking care of business on the go is essential. Speed up the time it takes to submit and approve your orders. Use order approval on imperialsupplies.com or download the Imperial App to approve orders anytime, from anywhere!</p> <p>Purchasing Platform EDI provides your company with the ability to exchange business documents with Imperial electronically.</p> <p>Purchasing Reports These reports provide you with information to determine what items and quantities to stock.</p> <p>ScanTel® Purchasing Imperial's ScanTel® is a fully automated purchasing system. This technology allows you to scan barcode labels and place your entire order via telephone, directly to our computer, 24 hours per day, seven days a week.</p> <p>Summary Billing Program Eliminates the need to match invoices, purchase orders, and receiving records for each shipped order.</p> <p>Vehicle Maintenance Reporting Standards VMRS codes on packaging labels have been available since 1999. This industry standard has been led by the TMC (Technology and Maintenance Council), which Imperial is an active member.</p> <p>More information on these programs and services can be found in attachment "Imperial Supplies Services". If you would like further detail on any of these services you may contact Jason Bergstrom 920-857-7844.</p> |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>All of our services are outlined in question 64 or in other questions. That said we are always looking to add new value added services to support our customer base. Job Costing (adding small maintenance parts to insurance claiming), Vending (track mechanic needs and control access/spend) and Milwaukee Brand Tool programs (eliminate shop air trip hazards) are three recent additions to services that were customer driven.</p> |

Table 8B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments | |
|-----------|---|--|---|---|
| 73 | Air conditioning, heating, and other climate control | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | * |
| 74 | Electrical (alternators, starters, batteries, ignition systems, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | * |
| 75 | Automotive bearings (wheel, roller ball, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | * |
| 76 | Automotive belts, hoses, gaskets, and seals | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | * |
| 77 | System components (brakes, rotors, calipers, lines, ABS, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | * |
| 78 | Body and crash (parts, bumpers, cab, chassis, door, panels, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 79 | Exhaust systems and emission parts | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 80 | Engine and drive train (Internal Combustion Engine) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 81 | Engine and drive train (Hybrid, EV, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 82 | Engine heating and cooling | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 83 | Filters (oil, fuel, air, transmission, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 84 | Oils and lubricants (regular, synthetic, blend) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial carries these items in individual containers - but not in bulk. | |
| 85 | Pumps (fuel, fluids, water, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 86 | Safety and security systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | Safety systems yes, Security systems no but parts like cameras, mounts, etc yes | |
| 87 | Vehicle interior/exterior parts and accessories | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 88 | Electrical systems (lamps, lighting, mirrors, wiring, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 89 | Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 90 | Control systems components (transmission, differential, traction, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 91 | Windshield (wipers and windshield washer components) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |
| 92 | Vehicle paint and primer | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. | |

| | | | |
|----|---|--|---|
| 93 | Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP | <input checked="" type="radio"/> Yes <input type="radio"/> No | Imperial Supplies carries small maintenance parts associated with this category of product. |
|----|---|--|---|

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Imperial - Sourcewell featured price list.xlsx - Thursday September 26, 2024 09:44:15
 - [Financial Strength and Stability](#) - Grainger 2023 annual report.pdf - Thursday September 26, 2024 09:44:29
 - [Marketing Plan/Samples](#) - Imperial Supplies Introduction to Sourcewell - Business Model pdf.pdf - Thursday September 26, 2024 09:57:55
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - RFP_100124_Master_Agreement_Requested Exceptions - Imperial Supplies.docx - Monday September 30, 2024 10:26:08
 - [Upload Additional Document](#) - Imperial Bid Zip Folder.zip - Monday September 30, 2024 10:34:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Jason Bergstrom, Director New Business - Government, Imperial Supplies LLC

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 obligations contemplated in the solicitation proposal.

☐ 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_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM | <input checked="" type="checkbox"/> | 2 |