



MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: AutoZone Parts, Inc.

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 AutoZone Parts, Inc., 123 S. Front St., Memphis, TN 38103 (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.

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.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 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.

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 all completed transactions 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 unilaterally 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. 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 claims or causes of action, including attorneys' fees incurred by Sourcewell, 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. Notwithstanding the foregoing, Supplier shall not be responsible for (i) improper installation of goods by a Participating Entity; or (ii) any breach of an express product warranty issued by a Participating Entity to a customer or end user of any of the goods that exceeds either the scope of the manufacturers' express warranties or such other warranties set forth in the applicable, governing agreement or agreed to by Supplier in writing. 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 name and logo in advertising, promotional materials, and informational sites strictly 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; however, prior review and approval of any and all materials produced by a Permitted Sublicensee shall be required of the party whose trademarks, name and/or logo are being used before publication. 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 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.

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.

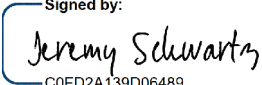
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 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.
- 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

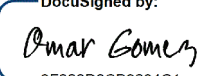
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

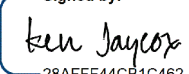
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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

AutoZone Parts, Inc.

Signed by:

 COFD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/12/2025 | 12:55 PM CST

DocuSigned by:

 3F329D9CB9204C1...
 Title: VP, Commercial
 Date: 2/5/2025 | 5:37:43 PM CST

Signed by:

 28AFF44CB1C462...
 SVP, Commercial
 2/6/2025 | 9:08:34 AM CST

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: AutoZone Parts, Inc.
Does your company conduct business under any other name? If yes, please state: Tennessee
Address: 123 S. Front Street
Memphis, TN. 38103
Contact: Shant Aslan
Email: shant.aslan@autozone.com
Phone: 310-901-1751
Fax: 310-901-1751
HST#: 660557319

Submission Details

Created On: Friday August 23, 2024 12:33:48
Submitted On: Friday September 27, 2024 17:05:06
Submitted By: Shant Aslan
Email: shant.aslan@autozone.com
Transaction #: 6e39867b-45ec-426e-9c04-b7dde56d3637
Submitter's IP Address: 172.114.132.147

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.	AutoZone Parts Inc.
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).	AutoZone does not have any D.B.A.’s or authorized affiliates.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	AutoZone Parts Inc. is not registered in SAM.
5	Provide your NAICS code applicable to Solutions proposed.	441310
6	Proposer Physical Address:	AutoZone Parts Inc. 123 S. Front St. Memphis TN 38103
7	Proposer website address (or addresses):	https://www.autozone.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):	Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Brian Abraham, Strategic Account Development Manager, 123 S. Front St Memphis, TN 38103. Brian.abraham@autozone.com 602-758-5381 Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Abraham, Strategic Account Development Manager, 123 S. Front St Memphis, TN 38103. Brian.abraham@autozone.com 602-758-5381 Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	AutoZone is the leading retailer and distributor of automotive replacement parts and accessories in the Americas. Each store carries an extensive product line for cars, sport utility vehicles, vans and light duty trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. The majority of stores have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations, fleet owners and other accounts. AutoZone also sells automotive hard parts, maintenance items, accessories and non-automotive products through www.autozone.com, and our commercial customers can make purchases through www.autozonepro.com. Additionally, we sell the ALLDATA brand of automotive diagnostic, repair, collision and shop management software through www.alldata.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation services.	*
12	What are your company's expectations in the event of an award?	Continue to grow AutoZone's footprint in the Public Sector space by providing great customer service to all Sourcwell Participating Affiliates.	*
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>YTD Third Quarter FY 2024</p> <p>in millions (excluding EPS and percentages) May 4, 2024 May 6, 2023 B/(W)</p> <p>Net Sales \$ 12,285 \$ 11,767 4.4%</p> <p>Gross Margin 53.4% 51.6% 180 bps (2)</p> <p>Operating Expense Ratio 33.1% 32.5% (65 bps)</p> <p>Operating Profit (EBIT) \$ 2,492 \$ 2,251 10.7%</p> <p>Operating (EBIT) Margin 20.3% 19.1% 115 bps (2)</p> <p>Interest \$ 298 \$ 198 (51.0%)</p> <p>Tax Rate 19.8% 19.0% (76 bps)</p> <p>Net Income \$ 1,760 \$ 1,664 5.8% (2)</p> <p>Diluted Shares 17.9 19.3 7.1%</p> <p>Diluted EPS \$ 98.11 \$ 86.10 14.0% (2)</p> <p>(1) Same Store Sales are based on sales for all stores open at least one year. Constant Currency same store sales exclude the impact of fluctuations of foreign currency exchange rates by converting both the current year and prior year international results at the prior year foreign currency exchange rate.</p> <p>(2) Includes \$40 million non-cash LIFO benefit, pre-tax, for the 36 weeks ended May 4, 2024 and \$74 million non-cash LIFO charge, pre-tax for the 36 weeks ended May 6, 2023</p>	*
14	What is your US market share for the Solutions that you are proposing?	Currently AutoZone's market share is 4%+ in the Commercial aftermarket.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently AutoZone operates in the U.S., Mexico, and Brazil.	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	AutoZone has approximately 7,000 retail stores and 120,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.	*
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?	AutoZone Parts Inc is primarily a distributor/dealer/reseller.	*
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.	Please see uploaded AutoZone ESG report.	*

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.	AutoZone does not have any debarment or suspension actions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Please see uploaded AutoZone ESG report.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Combined government and educational sales are ~4% for the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Combined government and educational sales are ~ 4%.	*
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?	AutoZone has been awarded purchasing agreements with OMNIA Partners, Buyboard, E&I Cooperative, State of VA, NV, AR, MS, OK.	*
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?	Currently there are none.	*

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 *	
State of Arkansas	John Leverett, State Procurement	501-683-2222	*
State of Mississippi	Billy Beard, Director, Fleet Management	601-359-5171	*
City of Anaheim	Maria Rodriguez, Buyer	714-765-5218	*

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

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

Line Item	Question	Response *	
26	Sales force.	The contract will be marketed through AutoZone’s sales force, RCSMs “Regional Commercial Sales Managers”, TSMs “Territory Sales Manager” through in person sales calls and our commercial store staff through outbound sales call campaign. We will also utilize AutoZone’s Commercial Sales Call Center (outbound calls). All active existing Sourcwell member customers in our portfolio will be segmented and visited by our outside sales force for immediate follow-up. The contract will be marketed through ALLDATA’s sales force, Regional Sales Managers and Business Solutions Managers (Field and Inside Team) through outbound sales calls and live appoints/visits. We will also utilize AutoZone’s Commercial Sales Call Center (outbound calls).	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	AutoZone has over 7,000+ company owned stores servicing all 50 States, Alaska, Hawaii, and Puerto Rico. Provide participating agencies with a hot-shot delivery program allowing locations the ability to acquire Goods from AutoZone via ordering by phone and/or on-line atwww.autozonepro.com. The Hot Shot program is intended to provide locations with Goods needed to perform repair work at the location that has placed the order; however, the Hot Shot Program is not intended to be a supply chain inventory replenishment program. Provide hot-shot delivery service based upon the schedule below for normal store stocked items: AutoZone will utilize our fleet of vehicles to deliver parts to specific location within the agency. AutoZone will utilize all sister stores, hub, and Mega Hub locations to maximize product availability and prompt delivery.	*

28	Service force.	In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers' needs to ensure complete satisfaction. AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each location will be provided with direct phone numbers to their respective AutoZone Commercial store department. Each AutoZone Commercial department is staffed with AutoZone Commercial members dedicated to servicing our Commercial customers through direct on-demand delivery or will call processed orders. Additionally, each location will be provided with AutoZonepro.com login credentials to view and order real time availability and pricing.	*
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.	Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	We are committed to providing Sourcwell participating entities with fast, reliable, service along with strong communication to help ensure quick turnaround for each order placed.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	AutoZone operates in the U.S., Mexico, and Brazil.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	AutoZone operates in all 50 U.S. states. Currently there is no presence in Canada.	*
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.	All Participating Entities will have full access to the AutoZone program.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	AutoZone Parts Inc does not have any specific requirements or restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	AutoZone Parts Inc will extend the Master Service Agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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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>AutoZone will conduct the following</p> <ul style="list-style-type: none"> A. AutoZone has 7 Divisions. The first communication would take place via Microsoft TEAMS conference calls to each of the Division's personnel. B. An announcement will be published on an AutoZone store communication informing all AutoZone employees of the award and the program for participating agencies. C. An announcement and program deal will be posted on the AutoZone intranet for all employees to access. D. AutoZone's Regional Business Development Managers would be trained and serve as Sourcwell members trainers for each of their Regions. E. An internal launch plan will be created and executed with the AutoZone sales force. F. A co-branded press release within the first 30 days. G. Announcement of award through any applicable social media sites. H. Advertisement of contract in our company Tune-In publication. I. Ongoing Sourcwell members Training for all 60 AutoZone regions on new contract award and cooperative benefits. J. Sourcwell connect portal training with our National Account Business Development team "RBDMs" (Regional Business Development Managers) K. Conduct a quarterly dedicated companywide Public Sector/ Sourcwell members focus activity (One quarter in 2022). L. Dedicated Sourcwell members internet web-based homepage with: <ul style="list-style-type: none"> a. Sourcwell members / AutoZone Logos b. Link to Sourcwell members website c. Summary of contract and services offered d. Due Diligence Documents including, copy of solicitation, copy of contract and any amendments, marketing materials <p>ALLDATA will conduct the following</p> <ul style="list-style-type: none"> A. ALLDATA has 11 Regions. The first communication will take place via Microsoft TEAMS conference call to all regions to discuss the contract award and cooperative benefits. B. A co-branded press release within the first 30 days or inclusion with AutoZone's press release. C. Dedicated campaign communication to ALLDATA's 105 Business Solutions Managers "BSMs" twice yearly. D. Information page on ALLDATAs internal portal with details of the program for visibility and reference. E. Collaborative training with AutoZone when possible. F. Sourcwell members Connect portal training with Regional Sales Managers. G. Participate in Sourcwell members Partners focus activities with AutoZone . H. Dedicated Sourcwell members Partners internet web-based link with: <ul style="list-style-type: none"> a) Sourcwell members Partners/ALLDATA logos b) Link to Sourcwell members Partners website c) Summary of ALLDATA portion of the contract
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>AutoZone works to utilize social media platforms to expand our marketing presence throughout various countries across the globe. AutoZone's marketing department works tirelessly to publish regular, engaging posts for certain purposes such as (i) highlighting automotive parts (e.g., Duralast) and (ii) sharing current deals we are running in our stores. We at AutoZone know that two-way communication is vital as it is one our values to Put Customers First, so we keep that same mentality alive through social media posts as well by addressing client inquiries about products and/or services. AutoZone aims to share diverse content in order to obtain and retain customers, and ultimate drive traffic to AutoZone's website; and we also strive for exceptional performance as it stems from access and use our website, so we are continuously working to improve our customers experience by asking for feedback."</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Our request would be that Sourcwell Participating Entities be informed of the AutoZone preferred vendor status through the Sourcwell portal. Additionally, direct communication to the Participating Entities announcing AutoZone as a preferred vendor.</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>AutoZone provides on-line ordering through its commercial website Autozonepro.com. AutoZone can also integrate with a third-party system via a CXML request into AutoZonePro via a Punchout solution or via a direct API integration with our ordering and catalog services. The punchout solution requires less development and give the user the AutoZonePro experience within the 3rd party system. The direct API integration leverages AutoZone's ordering and catalog services to retrieve the necessary information for customers to utilize for completing orders within the 3rd party system. This requires more development on the customer's end because of how the catalog and orders are displayed would have to be developed for showing in the 3rd party system.</p> <p>AutoZone provides on-line ordering through our www.autozonepro.com portal, agencies will have the ability to view products images and specifications, place orders, view orders, access catalogs, and participate in promotions.</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>E. Technician Training: Online/On-Demand subscription-based training</p> <ul style="list-style-type: none"> • More than 125 topics available <ul style="list-style-type: none"> o Includes Bilingual courses • Cost < \$1 per day • Average 50 minute per course • Modules build around real-world case studies • Topics range from ASE Certification Prep to major vehicle systems, including modern diagnostics, fuel systems, ignition, computer controls, and more • New courses are continually being added • Developed by industry leaders and are led by ASE Master Certified, factory-trained instructors • Certificates are available for each course <p>Virtual Training</p> <ul style="list-style-type: none"> • Courses cover a wide variety of topics and experience levels • Technical and Shop Management Training available • Training courses are developed by industry leaders and are led by ASE Master Certified, factory-trained instructors • Manuals or downloadable printouts and certificates are available for each course • Opportunities to schedule Agency exclusive events to support specific topics and scheduling • View our upcoming Virtual Training Schedule: https://info.autozonepro.com/acton/fs/blocks/showLandingPage/a/39729/p/p-001a/t/page/fm/0 <p>2019 AutoZone coordinated more than 200 training seminars. AutoZone also conducted and maintained the number of training seminars during 2020 and 2021 despite COVID challenges virtually. Agency technicians can be invited to attend training seminars when a seminar is in the agency's area. Although in most situations face-to-face interaction is preferred, our training partners quickly identified opportunities to engage the attendees. Also, the virtual platform allows us to reach a larger audience since location is no longer a factor.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>AutoZone has a host of modern solutions to make it easy to do business with us. Our solutions include our commercial website www.autozonepro.com, AutoZonePro mobile app, our ability to integrate directly with your ERP or Procurement system via a punchout or a direct integration with your management system. These applications allow parts lookup with real time availability and pricing and the ability to send the order to our stores for instant fulfillment or delivery.</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.	<p>Please see uploaded AutoZone ESG report.</p>
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.	<p>Please see uploaded AutoZone ESG report.</p>

<p>45</p>	<p>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>	<p>A. Largest all company-owned store footprint in the USA B. Management, Vision, Execution C. Supply chain, Systems, Inventory D. Organizational hierarchy E. Company owned and operated fleet to service customers with "Hot Shot" delivery F. Technology investment to provide the most current repair information with ALLDATA G. Duralast the #1 brand for professional technicians</p> <p>AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores also have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in Mexico and Brazil. AutoZone also sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories, and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation. AutoZone owns more than 7,500 locations (no franchises or independents) and has more than 120,000 employees. ALLDATA is the industry's #1 choice for unedited mechanical and collision OEM repair information, diagnostic tools, shop management software, and support services, trusted by more than 400,000 technicians in over 115,000 shops worldwide.</p> <p>Reporting Capabilities AutoZone prides itself on capturing data and reporting data in an easy-to-read format. Reporting is typically published quarterly but could be made available monthly. AutoZone has a plethora of reports available to Public Sector partners, and customization is also an option, when a standard report doesn't suffice. It's not uncommon for Public Sector partners to consider reporting requests as ad hoc, when the reports are standardized reports in the AutoZone-world. However, AutoZone is very flexible when it comes to providing value to its partners, through customized reporting, or other means.</p> <p>Project Staffing and Organization AutoZone has a single point-of-contact for Public Sector Business in sales and account receivables. In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers' needs to ensure complete satisfaction. AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements. Quality Control (QC) and Quality Assurance (QA) AutoZone offers one of the best warranties and labor claim reimbursement policies in the entire industry. AutoZone is able to offer these incredible programs, because of the high-quality of AutoZone product. As the largest aftermarket provider in the industry, AutoZone could not afford to offer inferior product quality. Rest assured . . . when AutoZone parts are installed, there's a high comfort-level.</p>
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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.	Sourcwell members will be offered a 30-day billing term. A. AZPRO Bill Pay – Credit Card/Electronic Check B. ACH/Single Use Credit Card C. Checks
56	Describe any leasing or financing options available for use by educational or governmental entities.	AutoZone will offer our standard loan a tool program option to all Sourcwell participating agencies. The agency puts down a deposit to borrow a tool and receives the deposit back when the tool is returned in good condition. AutoZone will offer our standard Equipment leasing and financing option to all Sourcwell participating agencies through a 3rd party.
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.	AutoZone would work with each entity independently if there are any additional documents that may be required.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	AutoZone can accept P-Card payment transactions at no additional cost to Sourcwell or Sourcwell Participating Entities.

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Parts catalog and pricing available through www.autozonepro.com with valid username and password. All categories set at 50% off as published on www.autozonepro.com AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract	*
60	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.	Parts catalog and pricing available through www.autozonepro.com with valid username and password. All categories set at 50% off list as published on www.autozonepro.com AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	AutoZone offers special buy deals advertised on www.autozonepro.com and through delivered advertising. AutoZone offers additional discounts for stocking items on selected categories.	*
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.	Outside Buy's are communicated on submitted requests	*
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.	There may be additional freight or shipping charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Additional freight charges may occur with the purchase and shipping of large shop equipment. Examples would be product that would be vehicle hoists, brake lathes, alignment rack, etc.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	AutoZone operates in Hawaii and Alaska. These locations would be eligible for our normal services provided for the Sourcewell Participating Entities.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	AutoZone will provide just in time delivery program. Distance From Servicing AutoZone Delivery Time from Order Acceptance 0-3 Miles 30 minutes or less 3-5 Miles 45 minutes or less 5-15 Miles 90 minutes or less 15+ Miles Scheduled delivery as agreed by both parties AutoZone utilizes the latest technology to record timing of each delivery	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Each Sourcewell Participating Entity will have their unique AutoZone account number (PIN). These PINs will be created as Child accounts that will roll up to a Sourcewell Parent reporting PIN used specifically for any sales reporting. All PINs will be attached to the Sourcewell Parent hierarchy pricing program and eligible for all Sourcewell pricing.	*
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.	Weekly sales reporting will be created tracking sales by location and a roll up to the Sourcewell Parent reporting PIN. Business Reviews will be held quarterly identifying each location and a total sales by category.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	AutoZone will provide a 2% Administrative Fee to Sourcewell.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	All public sector agencies in the cooperative will receive our most aggressive national account pricing for Sourcwell members, 50% off list as published on www.autozonepro.com

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.	Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone’s Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	AutoZone can help support ALLDATA, Training initiatives, and Third-party integrations.

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	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
75	Automotive bearings (wheel, roller ball, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
76	Automotive belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
79	Exhaust systems and emission parts	<input checked="" type="radio"/> Yes <input type="radio"/> No		
80	Engine and drive train (Internal Combustion Engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
81	Engine and drive train (Hybrid, EV, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
82	Engine heating and cooling	<input checked="" type="radio"/> Yes <input type="radio"/> No		
83	Filters (oil, fuel, air, transmission, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
84	Oils and lubricants (regular, synthetic, blend)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
85	Pumps (fuel, fluids, water, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
86	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No		
87	Vehicle interior/exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No		
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
90	Control systems components (transmission, differential, traction, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
91	Windshield (wipers and windshield washer components)	<input checked="" type="radio"/> Yes <input type="radio"/> No		
92	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No		
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		

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](#) - Copy of Automotive Parts Equipment Discount Spreadsheet_SA.xlsx - Friday September 20, 2024 18:00:04
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Sourcewell_RFP_100124_Master_Agreement_Redlines 8.30.24 final.docx - Friday September 20, 2024 16:48:41
 - [Upload Additional Document](#) - AutoZone_2024_ESG_Report (1).pdf - Wednesday September 25, 2024 20:59:02

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. - Shant Aslan, National Business Development Manager, AutoZone Parts, Inc.

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