



MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: General Motors Customer Care & Aftersales / General Motors 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 General Motors Customer Care & Aftersales / General Motors LLC, 29427 Louis Chevrolet Road, Warren, Michigan 48092 (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 November 14, 2028, 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 RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.
 - a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
 - i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
 - ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.
- 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.
- 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 Sourcewell 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 Sourcewell 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 negligence or other tortious conduct 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 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.

Article 3: Supplier Obligations to Participating Entities

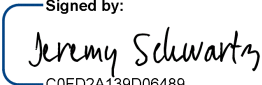
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

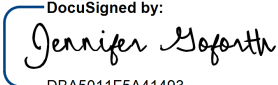
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

General Motors Customer Care & Aftersales
General Motors LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/14/2025 | 6:18 AM CST

DocuSigned by:

 DBA5011F5A41493...
 By: _____
 Jennifer Goforth
 Title: Executive Director, GM CCA
 Date: 1/14/2025 | 4:05 AM PST

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

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

Submission Details

Created On: Thursday June 20, 2024 10:37:29
Submitted On: Tuesday July 30, 2024 07:35:55
Submitted By: Robert Foote
Email: robert.e.foote@gm.com
Transaction #: 4e7a684f-fde6-45ce-a2ed-6255a4a98fcc
Submitter's IP Address: 198.208.46.93

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.	General Motors Customer Care & Aftersales / General Motors LLC
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).	Not Applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not Applicable
5	Provide your NAICS code applicable to Solutions proposed.	423120, 441330
6	Proposer Physical Address:	29427 Louis Chevrolet Road, Warren, Michigan 48092
7	Proposer website address (or addresses):	www.gmparts.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):	Lisa Coggins Manager, Fleet & Indirect Sales GM Customer Care & Aftersales 29427 Louis Chevrolet Road Warren, Michigan 48092
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Robert Foote National Fleet Parts Manager GM Customer Care & Aftersales 29427 Louis Chevrolet Road Warren, Michigan 48092
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ron Becker Assistant Fleet Parts Manager GM Customer Care & Aftersales 29427 Louis Chevrolet Road Warren, Michigan 48092

Table 2: 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.	<p>General Motors has been pushing the limits of transportation and technology for over 100 years. Today, we are in the midst of a transportation revolution; and we have the ambition, the talent, and the technology to realize the safer, better and more sustainable world we want.</p> <p>As an open, inclusive company, we're also creating an environment where everyone feels welcomed and valued for who they are. One team, where all ideas are considered and heard, where everyone can contribute to their fullest potential, with a culture based in respect, integrity, accountability and equality.</p> <p>Our team brings wide-ranging perspectives and experiences to solving the complex transportation challenges of today and tomorrow.</p> <p>At General Motors, innovation is our north star. As the first automotive company to mass-produce and affordable electric car, and the first to develop an electric starter and air bags, GM has always pushed the limits of engineering.</p> <ul style="list-style-type: none"> - GM is the only company with a fully integrated solution to product self-driving vehicles at scale. - We are committed to an all-electric future. - 2.6 billion EV miles have been driven by drivers of five GM electrified models, including the Chevrolet Bolt EV. <p>Our future depends on responsible stewardship of the earth, and we continually seek creative and innovative solutions for the environment. Our policies and technologies promote a cleaner planet from supply chain to manufacturing to the vehicles we put on the road.</p> <p>Across 14 recent new-vehicle launches, we've trimmed an average of 357 pounds per vehicle, saving 35 million gallons of gasoline and avoiding 312,000 metric tons of CO2 emissions per year. Today, our vehicle manufacturing process has the lowest environmental footprint in our history, thanks to steady progress toward achieving operational commitments to reduce energy, carbon, water and waste intensity.</p> <p>We are General Motors. We transformed how the world moved through the last century, and we're committed to do it again as we redefine mobility to serve our customers and shareholders and solve societal challenges.</p>																		
12	What are your company's expectations in the event of an award?	<p>GM's expectations are to provide and support all US based Sourcewell members with access to all GM OEM parts, including maintenance & repair parts, powertrain parts (including Electric Vehicle), collision parts, GM accessory parts, as well as other non GM OEM parts (eg Ford, Mopar, etc) through our GM Fleet Consolidated Billing programs (GM Mega Fleet and ACDelco National Fleet Parts Program) by utilizing our participating US national 2500 + GM dealer network and our 500+ ACDelco distribution network. We will fully utilize the Sourcewell Awarded Vendor Supplier Support tools and educate our GM Dealer Network, ACDelco Distributor Network, and our own Field Sales Teams as to the benefits of supporting the Sourcewell contract and it's Sourcewell members, focusing on OEM Parts and Service. We will fully utilize marketing opportunities utilizing GM Marketing resources for trade shows & conferences, advertising, and in our daily sales contacts with Sourcewell members.</p> <p>We expect to have an ongoing working relationship with our contract manager to identify opportunities to train our dealers, distributors, and field sales organization to leverage the Sourcewell contract and to support Sourcewell membership needs.</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>The chart below summarizes GM's 2023 financial guidance and 2023 results.</p> <table border="1" data-bbox="621 1396 1495 1549"> <thead> <tr> <th></th> <th>Final 2023 Guidance</th> <th>2023</th> </tr> </thead> <tbody> <tr> <td>Results</td> <td></td> <td></td> </tr> <tr> <td>Net income</td> <td>\$9.1 billion - \$9.7 billion</td> <td>\$10.1 billion</td> </tr> <tr> <td>EBIT-adjusted</td> <td>\$11.7 billion - \$12.7 billion</td> <td>\$12.4 billion</td> </tr> <tr> <td>EPS-diluted*</td> <td>\$6.52 - \$7.02</td> <td>\$7.32</td> </tr> <tr> <td>EPS-diluted-adjusted*</td> <td>\$7.20 - \$7.70</td> <td>\$7.68</td> </tr> </tbody> </table> <p>*2024 guidance includes an estimated \$1.45 per share impact from the company's accelerated share repurchase program (initiated in November 2023) based on current share price and offset by \$0.50 from a higher tax rate and lower interest income. It assumes a full-year weighted-average diluted share count slightly below 1.15 billion shares. 2023 Annual report with detail is attached.</p>		Final 2023 Guidance	2023	Results			Net income	\$9.1 billion - \$9.7 billion	\$10.1 billion	EBIT-adjusted	\$11.7 billion - \$12.7 billion	\$12.4 billion	EPS-diluted*	\$6.52 - \$7.02	\$7.32	EPS-diluted-adjusted*	\$7.20 - \$7.70	\$7.68
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EPS-diluted-adjusted*	\$7.20 - \$7.70	\$7.68																		
14	What is your US market share for the solutions that you are proposing?	<p>We do not have market share data on the GM Fleet Consolidated Billing Programs; however they are national programs with 2500+ GM Dealers currently enrolled, representing 62% of all US GM dealers and 500+ ACDelco Distributors currently enrolled, representing 98% of all US ACDelco Distributors. Additional non enrolled Dealers and Distributors may elect to participate at any time.</p>																		
15	What is your Canadian market share for the solutions that you are proposing?	<p>Not applicable - Our proposal is currently for the US market and does not apply to Canada. We are working with our Canadian GM team to offer a Canadian solution in the near future.</p>																		

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.	Not Applicable
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>General Motors is a manufacturer of vehicles, distributor of parts and accessories, and distributes all of its products through a national network of independently owned/operated Dealerships and Distributors. The GM Fleet Consolidated Billing Programs (GM Mega Fleet and ACDelco National Fleet Parts Program), operated by General Motors through a third-party supplier, Trevi Pay (formerly Multi Service Technology Solutions - MSTs). There are over 2500 GM Dealers participating on the GM Mega Fleet Program and over 500 ACDelco Distributor locations participating on the ACDelco National Fleet Parts Program. GM Dealers and ACDelco Distributors will be providing GM OEM Parts and Service locally to participating US based Sourcewell membership on this contract. GM Dealership and ACDelco Distributor employees are independent parties and are not employees of GM.</p> <p>GM has a field salesforce of parts & service (aftersales) employees supporting our GM Dealers, ACDelco Distributors, and fleet customers. This salesforce works in conjunction with the GM Envolve vehicle sales Account Executives, to support fleet vehicle customer ownership and aftersales activity. GM Envolve has Account Executives exclusive to government fleets. The GM Envolve Government Account Executives will also be supporting the participating US Sourcewell members on this contract. Our sales and service salesforce are employees of GM.</p> <p>Trevi Pay is General Motors' third-party financial services provider who administers the financial services for the GM Fleet Consolidated Billing Programs. TreviPay employees are an independent third-party and are not employees of General Motors.</p>
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.	Not Applicable
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>JUST Capital, a nonprofit that ranks the largest publicly traded U.S. companies on the issues Americans care about most, recently released the Most JUST Companies for 2021. The priorities measured include fair pay, ethical leadership, good benefits, work-life balance, equal opportunity, customer treatment and privacy, community support, environmental impact, delivering shareholder return, and response to the coronavirus pandemic. GM ranked #1 by Forbes in the automotive industry for the fourth year in a row and #28 in JUST Capital's overall rankings.</p> <p>See attachment for additional awards.</p>
21	What percentage of your sales are to the governmental sector in the past three years.	GM does not share this information publicly, however there are government agencies and Sourcewell members enrolled and using GM Fleet Consolidated Billing Programs. GM also has departments which call on government agencies to sell vehicles and service and parts. All vehicle and parts sales either go through a GM Dealer and ACDelco Distributor.
22	What percentage of your sales are to the education sector in the past three years.	We are unable to provide this level of data as we do not capture data to track this customer type.
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>We do not hold and state or provincial contracts, however we do have state agencies enrolled in our GM Fleet Consolidated Billing Programs. We currently hold a cooperative purchasing contract with Sourcewell OEM Parts (101520-GNL). Annual sales volume for 2023 was \$318,000.</p> <p>Our current contract with Sourcewell has been an positive and insightful learning process and we fully intend to take our first term experience to the next level to significantly increase the annual volume significantly through the best practices learned .</p>

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?	GM does not currently have any GSA contracts for GM OEM parts. Relative to Standing Offers and Supply Arrangements, we do not have this requested information available at this time. We would need additional definition of that is requested.	*
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Table 2A: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
California Vanpool Authority DBA Cal Vans	Georgina Landecho	(866) 655-5444	*
County of Riverside Sheriff Fleet	Craig McDonald	951-955-2530	*
Philadelphia Parking Authority	Michele Ruffin	215-683-9766	*

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.	Sourcewell members will be supported by a General Motors employee salesforce consisting of National Fleet Parts and Service Manager, who supports 10 Market Area Fleet Managers (regional), who work with ~ 100 Field Manager Aftersales Managers (local) and ~ 10 GM Envolve Government Account Executives (regional) . The National Fleet Parts Manager will be the direct contact with the Sourcewell staff and will develop the strategy and provide the national support for the regional and local GM field staff. The Market Area Fleet Managers, Field Manager Aftermarket and GM Envolve Government Account Executives will be the direct local contacts with Sourcewell members to support sales, service, training and customer support of the program.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our proposal features participation of 2500+ GM Dealers and 500+ ACDelco Distributor locations nationwide and in all US states and local markets. All GM Medium Duty dealers and most GM EV dealers are also enrolled in the GM Fleet Consolidated Billing Programs. The GM Fleet Consolidated Billing Programs feature consolidated electronic invoicing, with invoice and statement set up structure which can simplify cost expensing. Many invoicing structure options are possible, including: - By separate Unit (Road Maintenance, Aviation, Vehicle Registration, etc) - By Location / Shop. - And up to 12 levels of segregation Invoicing can be "rolled up" to the Sourcewell member headquarter (parent) location or invoiced to each branch (child) location. Parent location may view all invoices but Child location can be limited to view only their own (if desired). Sourcewell member established Purchase Controls are also available, allowing a Sourcewell member to list their own requirements for this program. Sourcewell member's Purchase Order requirements are also enforced. The Sourcewell member will also be able to dispute potential mis billed invoices through an integrated dispute process which is managed by GM Fleet Billing Customer Support on the Sourcewell member's behalf. The Sourcewell member will have no payment obligation until the dispute is resolved. Sourcewell members will also have the ability to run unlimited on demand on-line reports, including: - Statements & Invoices - Custom Reports - User selects the data elements and time period - Standard Reports (pre-programmed) - Detailed Report - All invoice details (part numbers, part description, quantity, GM Labor Code, labor description, PO #, etc) - Audit Report - Lists PO #, Invoice #, amount and VIN - Electronic VIN uploading Sourcewell members will have access to a customer support team at GM Fleet Consolidated Billing, Us based customer support team is available to assist Sourcewell Members with their questions and provide program training.	*
28	Service force.	See answer in line item 26.	*

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>Orders may be called into the GM Dealer and ACDelco Distributor. Orders may also be placed electronically online utilizing the electronic catalog and ordering portal; Repairlink and/or ACDELCO CONNECTION. These electronic ordering portals are also online catalogs which will allow the Sourcewell member to look up GM OEM and other parts by VIN, Unit number, and provide the user access to the electronic GM Dealer Illustrated Catalog, ACDELCO electronic Pigtail catalog and ACDELCO electronic Battery Catalog. Additionally Repairlink and ACDELCO CONNECTION will allow the user to view parts inventory on hand for GM OEM, ACDELCO, other OEM (eg Ford, Mopar, etc), and shop supplies and tools at the GM Dealer and ACDELCO Distributor.</p> <p>When a Sourcewell member places an order, either via phone or using Repairlink / ACDELCO CONNECTION, the GM Dealer / ACDELCO Distributor will receive the order, deliver or install the part(s). The GM Dealer / ACDELCO Distributor will report the sale electronically to GM the same day. Overnight an electronic invoice will be created and sent either by email or via EDI to the Sourcewell member. The Sourcewell member will also receive an electronic statement including invoice summary for the billing period as well as each invoice from the billing period via email or EDI. Additionally the Sourcewell member may either pull these documents directly from the GM Fleet Consolidated Billing Portal and download this detail as an Excel or .csv file for reconciliation and payment. The GM Dealer and ACDELCO Distributor will not bill the Sourcewell member directly. As a result, our GM Fleet Consolidated Billing proposal will provide the solution of reduced administrative expense and effort by providing a common ordering process, single common direct billing process and single common payment process for the Sourcewell member while utilizing GM's entire Dealer network and ACDELCO Distributor network. This saves the Sourcewell member from having to manage multiple GM Dealer and ACDELCO invoices and payments.</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.	Trevi Pay manages the GM Fleet Consolidated Billing Customer Service and Support Center, to provide program assistance with Sourcewell member enrollment, billing support, and system support. The Customer Service and Support Center can be contacted at 1-866-GM FLEET or via email at CustomerSupport@GMFleetBilling.com. The Customer Service and Support Center is based in the US. Typical response time via email is within 24 hours on Business Days.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GM has the willingness and ability to provide GM OEM, ACDELCO parts and service as well as other OEM parts, shop supplies and tools to Sourcewell members in the United States, utilizing our national networks of 2500+ GM Dealers and 500+ ACDELCO Distributors and our GM Fleet Consolidated Billing Programs (GM Mega Fleet and ACDELCO National Fleet Parts Program) to provide each Sourcewell member, a common consolidated invoice and statement (consolidated billing), standardized competitive pricing on GM OEM and ACDELCO parts, electronic catalog, access to the GM Dealer Illustrated parts catalog, electronic access to see inventory on hand at the GM Dealer and ACDELCO Distributor, electronic ordering options, electronic payment options, national field sales support through the GM Envolve (GM Fleet) Account Executives (2 in each region) GM Market Area Fleet Parts Managers (2 in each region), GM Field Managers Aftermarket (5 in each region), Market Area Managers (5 in each region) District Managers (5 in each region) and a National Account Manager to manage the field sales support of Sourcewell and Sourcewell contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	GM does not have the ability to provide parts and service to Sourcewell participating entities in Canada at this time, although we are working with our Canadian team to have the ability to service Canadian Sourcewell members in the near future	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>We can support Sourcewell members in the entire US, including Alaska and Hawaii.</p> <p>We cannot support any Sourcewell members in Canada at this time although we are working with our Canadian team to have the ability to service Canadian Sourcewell members in the near future</p>	*
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.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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>GM will market and promote the Sourcewell contract to Sourcewell members on our websites, including gmparts.com and GMEnvolve.com. Additionally, our Sourcewell Awarded Contract will be promoted at fleet expos, utilizing Sourcewell provided marketing tools, and on our point of sale material. (See attached examples)</p> <p>Under the current contract these methods have provided successful Sourcewell member engagement with the contract. Other opportunities to market and promote the Sourcewell contract will be:</p> <ul style="list-style-type: none"> - Press Releases through Government Media - Integration on Sourcewell member "Marketplace" websites <p>GM Dealers and ACDelco Distributors will also be trained on the Sourcewell contract through promoting their OEM parts and services and will have the ability to market locally. We will leverage our GM OE and Sourcewell Awarded Contract to their existing local government customers and will strategically work with our GM Fleet (Envolve) Vehicle Account Executives to promote the contract and promote GM OEM Parts and Service within the scope of this contract at time of vehicle sale to provide relationship building and an integrated vehicle, parts and service solution package to Sourcewell members.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>GM will leverage all existing GM data platforms to communicate with Sourcewell members and our GM Dealer and ACDelco Distributor sellers, including websites, social media, and Marketplace integrations. This provides us leverage to reach all Sourcewell membership organizations.</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>GM would like Sourcewell to continue to provide GM, the GM Dealers and ACDelco Distributors the resources and training to leverage marketing the Sourcewell contract. Sourcewell has done a fantastic job fulfilling this on our current contract.</p> <p>GM will integrate a Sourcewell awarded contract into our sales process through Sourcewell supported sales training of our Field Sales Team, the GM Dealer and ACDelco sales teams (eg Sourcewell Sales Accelerator, Sourcewell University, targeted recorded webinars etc), as well as our digital websites and marketing material</p>
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	<p>GM offers eProcurement catalog and ordering tools provided at no charge to Sourcewell members. They are:</p> <p>Repairlink - allows a user to log directly into a GM Dealer to look up parts in an e-catalog, check dealer inventory on hand, see Sourcewell contract parts pricing, and order placement with the GM Dealer. Repairlink is widely used in the marketplace by fleets.</p> <p>CONNECTION - allows a user to log directly into an ACDelco Distributor to look up parts in an e-catalog, provide access to the GM Dealer Illustrated Catalog, check distributor inventory on hand (including other OEM parts), see Sourcewell contract parts pricing, look up local parts pricing for other OEM parts (eg Ford, Mopar, etc), shop supplies, tools, other aftermarket parts, and place their order electronically with the ACDelco Distributor. CONNECTION will allow the user to look up and order part by vehicle VIN or Unit number. CONNECTION is widely used in the marketplace by fleets. (see attachments for Repairlink and CONNECTION information)</p>

Table 5: 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.	Complimentary (free) GM OEM and ACDelco Service Training will be offered to Sourcewell members as part of the GM Partner Perks Program. This includes, Web based, In Person instructor led training. Also In Shop training is available based on the trainer's schedule, also at no charge. Curriculum includes GM OEM training on basic vehicle systems, advanced vehicle systems, service programming, alternative fuel systems, diesel, gas and EV vehicles including EV safety and maintenance. Out instructors can also modify training curriculum based on specific Sourcewell member requests. (See attached 2024 ACDelco Training Course Catalog and Training Methods)
42	Describe any technological advances that your proposed Solutions offer.	Our proposal includes parts, service and training on GM EV vehicles, GM Alternative Propulsion, and GM Advanced Body Electrical and Communications. (See attached 2024 ACDelco Training Course Catalog)
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Not applicable.
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>Through the GM Fleet Consolidated Billing Programs offered in this proposal, Sourcewell members will have local access to GM OEM parts through our 2500+ participating GM Dealers, and additional local access to GM OEM parts as well as OEM parts for other vehicle makes (including Ford, RAM, Stellantis and others), and shop supplies and equipment through our 500+ participating ACDelco Distributors - on single consolidated invoices and statements with national pricing on the GM OEM and ACDelco parts. Our solution allows our GM Dealers to be a source for GM OEM parts and service and our ACDelco Distributors to be a one stop source for all OEM parts, shop supplies and equipment. There is no other known national comprehensive OEM parts program, like this.</p> <p>Additionally, our proposal In our proposal, we also offer Sourcewell members (for nominal fee) access to GM Electronic Service Informaiton subscription (GMSI) which allows subscribers the ability to access the same GM Service Bulletins, GM Service Manuals, and other GM OE Service information. This service information is the same service information which the GM Dealers access.</p> <p>In our proposal, we also offer Sourcewell members access (for nominal fee) to GM OEM Service Programming through Techline Connect. This is the same hardware and software which GM Dealers use. See Line 75 in this questionnaire for additional information.</p>

Table 5A: Value-Added Attributes (Not Scored)

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 resellers 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.	Standard payment terms are net 30. Payment can be established as daily or monthly. Payment terms greater than net 30 are also available but may be subject to an additional service charge. Payment methods are check, or EFT (Electronic Funds Transfer)
56	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable to this commodity.
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.	Standard documents include a Consolidated Billing Credit Application / Terms & Conditions with TreviPay (Multi service Technology Solutions - MSTs) GM's financial services provider. See attached document. There are no other standard transaction documents. All other aspects of our proposal (accounts payable documents and reports) are administered electronically via the GM Fleet Consolidated Billing portal. Orders may be called in to the participating GM dealer and ACDelco distributor, placed in person at the parts counter or service lane for parts and service, or online which will allow the Sourcewell member web-based access to check dealer and distributor inventory, view their Sourcewell contract pricing, and order GM OEM, and other OEM parts, shop supplies, tools and equipment online. All other aspects of our proposal are administered electronically via the GM Fleet Consolidated Billing portal.

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?	P Card procurement and payment is available through our third-party financial services provider, TreviPay (Multi service Technology Solutions - MSTs). However, a nominal processing fee will apply to this procurement and payment option.	*
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 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.	Sourcwell contract pricing model is applicable to all GM OEM parts sold through the participating GM dealer and ACDELCO distributor. GM OEM parts pricing through the GM dealer is a "dealer cost markup" pricing model of "Dealer Price + 28%. GM OEM parts pricing through the ACDELCO distributor is a "distributor cost markup" pricing model of "Distributor Price + a variable percent based on Product Line (eg product type). On average this is a Distributor cost + 28% mark up. See attached complete proposal price sheets. The pricing models are designed to provide the Sourcwell member with the best and most competitive parts pricing, through General Motors parts distribution network of GM Dealers and ACDELCO Distributors.	*
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.	Sourcwell contract pricing through the GM Dealer will be a "capped / ceiling price" at Dealer Price + 28% on all GM OEM parts. This means that the GM dealer may sell to Sourcwell members at a price at or below the Sourcwell contract price, but the GM Dealer may not sell at a price above the Sourcwell contract price. Sourcwell contract pricing through the ACDELCO Distributor will be a "set / fixed" price ay Distributor Price plus a variable markup (average 28%) based on the product line / product group. This means that the ACDELCO Distributor Sourcwell contract pricing is the actual price that the Sourcwell members will pay regardless of the ACDELCO Distributor they choose to use. Attached are the Sourcwell contract price points for the GM Dealers and ACDELCO Distributors as well as actual price sheets.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are currently not part of this proposal, however GM is developing a rebate program for GM Fleet Billing Program accounts like Sourcwell. for launch in the next 1-2 years. In the meantime, a Sourcwell member may consider negotiating such a discount locally and separately with a GM Dealer and ACDELCO Distributor at their discretion.	*
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.	Any parts that are not GM OEM or ACDELCO that are required to be sources would not be eligible for Sourcwell contract pricing; however, a Sourcwell member may consider negotiating price and working with the GM Dealer or ACDELCO Distributor locally. Most products and services outside of the contract scope may still be included as part of the consolidated billing benefit of the contract.	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Each participating Sourcwell member will be provided password protected 24/7/365 access to the GM Fleet Billing portal to view accounts payable and purchase activity and will also have the ability to run standardized reports and to build their own customizable reports. Data can be drilled down to the vehicle VIN or unit #, Purchase Order number, transaction date, seller information, invoice number, part number, due date, paid date, etc)	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following additional potential charges may be associated with a purchase and are not included in the contract pricing: - Dealer or Third-Party Labor Rate - Sales Taxes and Surcharges (for non-tax exempt Sourcwell members) - Purchasing Card / Credit Card Processing Fees - Payment Terms Surcharges for Terms beyond the standard net 30 terms - Any custom IT programming expenses. - Freight - Service Charges	*
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Although most participating GM Dealers and ACDELCO Distributors will not charge local freight or shipping within their area of service, freight may charged at their discretion based on any unique part acquisition and shipping requirements. (e.g. origin of part acquisition, shipping location, distance, shipping carrier)	*

66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska & Hawaii - There are no special freight, shipping, or delivery terms or programs available in the scope of the contract. However special freight, shipping, or delivery expense may be charged to the Sourcewell member at the GM Dealer's or ACDelco Distributor's discretion based on any unique part acquisition, shipping location, or shipping carrier) Canada - Canadian Sourcewell membership is outside the scope of the proposal.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard distribution and delivery methods apply through our supporting GM Dealer and ACDelco Distributor Networks. There are over 2500 participating GM Dealers and over 500 participating ACDelco Distributors providing a national footprint across the United States to support Sourcewell members.	*
68	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.	Pricing, PO Number enforcement, and Sourcewell member specific purchase policies are automatically audited and enforced by Trevi Pay (MSTS), GM's third party financial services provider and GM. Additionally, on a quarterly basis, GM and TreviPay will run audit reports from the GM Fleet Billing online business intelligence tool to confirm correct Sourcewell contract pricing, PO # enforcement, and Sourcewell member purchase policy enforcement. In the event there is a pricing, PO # or purchase policy conflict; either identified by the audit or by the Sourcewell member, a root cause analysis would be performed and correction would be made and communicated to the Sourcewell member. The Sourcewell member will also have the right to dispute any invoice at which time, the disputed invoice will be removed from their account balance and the dispute will be audited. If the dispute gets resolved to the agreed program terms, the invoice will be returned to the Sourcewell member for processing. If the dispute is not resolved, the Sourcewell member will not be liable for paying the invoice.	*
69	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.	Sourcewell members will be assigned to either a GM Dealer and ACDelco Distributor as well as a GM Field Manager. We will be measuring # of Sourcewell accounts participating, # of contacts to each Sourcewell member, and Year over Year and Month over Month parts purchases of GM OE and non-GM OE, including aftermarket. We will leverage direct and virtual meetings with the GM field manager, GM dealer fixed operations teams, and the ACDelco sales teams to positively influence the contract performance metrics.	*
70	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.	Our proposal will provide Sourcewell a 1% Administrative Fee applied to Sourcewell member purchases of GM OE and ACDelco parts purchases through the GM Fleet Consolidated Billing Programs. (GM Mega Fleet Program and ACDelco National Fleet Parts Program). This would be for GM OEM and ACDelco parts purchases only and would not include Labor, Freight, or non GM OEM / non ACDelco parts.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell members will receive the best pricing offered through existing cooperative contracts, state contracts or agencies.

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

Line Item	Question	Response *
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72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>General Motors and its GM Dealers and ACDelco Distributors offer a complete line of Genuine GM OEM and ACDelco maintenance and repair parts for GM vehicles, including OE collision parts, OE powertrain parts, and Accessories. See attached GM OE product line card.</p> <p>Services & Solutions - GM's proposal includes the following services and solutions offered through the GM Fleet Consolidated Billing Programs (GM Mega Fleet and ACDelco National Fleet Parts Program). These programs are complimentary to all Sourcewell members and there is no obligational requirement to participate.</p> <ol style="list-style-type: none"> 1. Price Assurance - Competitive not to exceed parts pricing on all GM OE and ACDelco parts. Our GM Fleet Consolidated Billing Programs will validate all GM OE and ACDelco parts and will adjust pricing when the not to exceed parts pricing is exceeded. Invoices below the "not to exceed" price cap will process as submitted. 2. Consolidated Electronic Invoicing - One invoice and one statement for all purchases within the national GM Dealer and ACDelco Distributor networks, regardless of where the parts purchase occurs. 3. National access to 2400+ GM Dealer locations and an additional 2100+ ACDelco Distributor locations and receive the same pricing and billing benefits. 4. Parts & Service provided through the national GM Dealer and ACDelco Distributor networks. 5. Comprehensive OEM Parts Availability for GM and non-GM vehicles, through the ACDelco Distributor Network 6. Electronic Invoicing and Statement Structure Flexibility - Statement and invoice structure can simplify cost expensing. Up to 12 levels of segregation are available. Examples: by Separate Unit (fleet department, location/shop, accounts payable location, maintenance location). Costs can be "rolled up" to the parent location responsible for invoice payment or assigned to the individual child locations purchasing the parts. Parent location may be set up to view all invoices and local child location can be limited to view only their own invoices. 7. Flexible Payment Terms - Standard Payment Terms of 30 days with 45, 60, 90 days for a nominal service charge to the fleet. 8. Monthly, Weekly, or Daily Billing Options 9. Flexible Customer Established Purchase Controls - Allows the Sourcewell member to list additional enforced purchase control requirements, viewed by the GM Dealer and ACDelco Distributor. 10. Purchase Order Enforcement - Programs will enforce PO # and PO # formats established by the Sourcewell member. 11. EDI Invoice Integration availability at no or minimal charge to Sourcewell members. 12. Fully Inegrated Dispute Process - If a Sourcewell member disputes a billed invoice, they may "dispute" the invoice. GM Fleet Billing Customer Support on Sourcewell member's behalf, will work on resolution with the GM Dealer or ACDelco Distributor. The disputed invoice will be removed from the Sourcewell member's account until it has been resolved. 13. Unlimited Access to Past Transaction Data 14. US Based Customer Support Team 15.. Complimentary (no charge) GM OE and ACDelco Service Training. Includes Web Based and Instructor Led training. Also, In Shop training may also be available based on trainer's availability. <p>In our proposal, we also offer Sourcewell members (for nominal fee) access to GM Electronic Service Informaiton subscription (GMSI) which allows subscribers the ability to access the same GM Service Bulletins, GM Service Manuals, and other GM OE Service information. This service information is the same service information which the GM Dealers access.</p> <p>In our proposal, we also offer Sourcewell members access (for nominal fee) to GM OEM Service Programming through Techline Connect. See Line 75 in this questionnaire for additional information.</p> <p>Finally, GM can offer GM OEM EV charging solutions and charging hardware through our GM Fleet Team and our GM Energy subsidiary, Hard parts (including propulsion batteries, charging equipment, etc with a GM 8 digit part number are eligible for Sourcewell GM Mega Fleet contract pricing and consolidated billing.</p>
73	Identify the vehicle makes for which your offered parts are considered OEM.	Chevrolet, GMC, Buick, Cadillac, Pontiac, Oldsmobile, Hummer, Saab, Saturn.
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Gasoline, diesel, hybrid, and electric vehicle parts are included. CNG and propane parts may be available at some participating GM Dealers, however we have no way to identify these dealers.

75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	Available separately from the GM Fleet Consolidated Billing Programs (subscription fees may apply) > GM OE Service Programming (Techline Connect) - See Attachment for Pricing > Techline Connect provides essential tools and insight necessary in our ever-changing automotive service industry. Techline Connect is the internet-based subscription service for GM vehicle calibrations, Global Diagnostic System software, and scan tool hardware updates. > Discounted subscription as part of the GM Partner Perks Program. > GM OE Service Information - See Attachment > GM Service Information is a comprehensive collection of vehicle diagnostic and service repair manuals for GM vehicles. > GM Vehicle Diagnostic Service (1998-present) > Collision Repair Manuals (1998-present) > Frame sectioning information, panel replacement procedures, and recall information. > Campaigns, service bulletins, and preliminary information for GM vehicles > GM Owner's Manuals and glove box supplements. > Easy to use keyword/document/number search.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	> GM Original Equipment / GM OE > ACDelco Parts > GM Dealer > Parts Pricing > Consolidated Billing and Invoicing > Purchase Reporting > Cost Management > Service Training > Collision Parts > Powertrain / Engine / Transmission / Transfer Case Parts > Dealer Service > Alternative Fuel > EV Charging Solutions and Hardware

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Automobile OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Includes maintenance & repair, powertrain, collision, and accessories. Most OEM makes. *
78	SUV OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Includes maintenance & repair, powertrain, collision, and accessories. Most OEM makes. *
79	Van OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Includes maintenance & repair, powertrain, collision, and accessories. Most OEM makes. *
80	Light Truck OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Includes maintenance & repair, powertrain, collision, and accessories. Most OEM makes. *
81	Class 3-8 Chassis and equipment OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Includes maintenance & repair, powertrain, collision, and accessories Most OEM makes through Class 6 *
82	Bus OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	
83	Motorcycles OEM Parts	<input type="radio"/> Yes <input checked="" 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](#) - RFP - Table 6 Line 59 - Sourcewell GM Fleet Consolidated Billing Price Sheet - August 2024.xlsx - Tuesday July 30, 2024 06:50:03
 - [Financial Strength and Stability](#) - RFP - Table 2 Line 13 - 2023 GM Annual Report.pdf - Tuesday July 30, 2024 06:51:33
 - [Marketing Plan/Samples](#) - RFP - Table 4 - Line 37 - Marketing Samples.pdf - Tuesday July 30, 2024 07:07:00
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - RFP - Table 6 - Line 57 - GM Fleet Consolidated Billing Application.pdf - Tuesday July 30, 2024 06:55:13
 - [Requested Exceptions](#)- RFP_080124_Master_Agreement_OEM_Vehicle_Parts_and_Supplies- ORIGINAL-GM Edits.docx- Tuesday July 30, 2024 06:56:19
 - [Upload Additional Document](#) - RFP -Additional Documents.pdf- Tuesday July 30, 2024 07:29:17

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. - Robert Foote, National Fleet Parts Manager , General Motors 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_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	<input checked="" type="checkbox"/>	1