



## Solicitation Number: RFP#013020

### CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Genuine Parts Company dba NAPA**, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by

the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **WARRANTY.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

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

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

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

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

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

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, and on terms and requirements that are determined to be acceptable to Vendor, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

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

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

C. FEDERAL TRANSIT ADMINISTRATION. Sourcewell reserves the right to amend this Contract, with the written consent of Vendor, to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.

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

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

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

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of two (2) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

## 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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

## 14. INTELLECTUAL PROPERTY

Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

## 15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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



## 16. GOVERNING LAW, JURISDICTION, AND VENUE

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, or non-renewal without thirty (30) days' prior written notice to the Vendor.

Upon request, Sourcewell may inspect copies of applicable policies and endorsements at Vendor's headquarters upon appointment. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor's indemnity obligations under the Contract. 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 but only to the extent of Vendor's indemnity obligations under the Contract.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require

similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 shall be disclosed in advance to Sourcewell.

## **21. COMPLIANCE**

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

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

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies in the event that (i) a Member will access Vendor's

Equipment, Products, and Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### 24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 4/16/2020 | 3:17 PM CDT

Genuine Parts Company dba NAPA

DocuSigned by:  
By: Jett Kuntz  
BBF6652DCC21445...  
JETT KUNTZ

Title: Vice President of IBS Fleet & Government

Date: 4/16/2020 | 3:44 PM PDT

Approved:

DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette

Title: Executive Director/CEO

Date: 4/16/2020 | 6:04 PM CDT



# RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

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## Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts  
Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts  
Address: 2999 Wildwood Parkway  
Atlanta, Georgia 30339  
Contact: Don Lachance  
Email: don\_lachance@genpt.com  
Phone: 404-386-4157  
Fax: 404-386-4157  
HST#: 580254510

## Submission Details

Created On: Thursday January 09, 2020 09:33:07  
Submitted On: Thursday January 30, 2020 13:48:30  
Submitted By: Don Lachance  
Email: don\_lachance@genpt.com  
Transaction #: c76ec2ae-3edf-4530-9825-e96b54a87bff  
Submitter's IP Address: 199.96.225.189

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company dba NAPA
2	Proposer Address:	2999 Wildwood Parkway Atlanta Ga.30339
3	Proposer website address:	www.Genpt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta Ga. 30339 jett_kuntz@genpt.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance 2999 Wildwood Parkway Atlanta Ga.30339 Don_lachance@genpt.com 678-934-5057
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial parts and electrical specialty materials. The company serves hundreds of thousands of customers from approximately 3000 operations and 50,000 employees.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Automotive and heavy duty shop service lifts and other shop tools and equipment. NAPA has approximately 40,000 items in this category that we are proposing through this solicitation. We have provided an example of particular items in our price list attached.
9	What are your company's expectations in the event of an award?	To service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables.
10	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.	See GPC annual report attached.
11	What is your US market share for the solutions that you are proposing?	As this is a fragmented market with multiple providers, we estimate our market share at 6% of the After Market only.
12	What is your Canadian market share, if any?	Unknown
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	1. Our business is best described as a distributor. 2) NAPA has individual vendor contracts with all of our suppliers. We could not provide written authorization for each vendor for this RFP submission. 3) Our dealer network is a combination of company owned and independently owned NAPA Auto Parts Stores.
15	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.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico and Australia for the products we distribute and services we provide throughout these countries.
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Vehicle service lifts and accessories, Tire Machines, Wheel balancing machines, Wheel tire changing machines, Parts washers, Diagnostic machines, Alignment machines and various shop equipment, safety items, and hand/mechanic tools.

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

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	NAPA Auto Parts is is Consistently a number one supplier year after year with our Capital equipment Manufacturers in the Aftermarket Space.	*
19	What percentage of your sales are to the governmental sector in the past three years	In the past three years we have exceeded 5% of our Automotive Parts group sales in the Government sector.	*
20	What percentage of your sales are to the education sector in the past three years	10% of our equipment sales are in the education market in this category	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell- Aftermarket Parts and IBS- \$95,000,000 NASPO Valuepoint-Aftermarket Parts \$31,000,000 E&I educational Cooperative-\$250,000 ST of GA-10,490,747 ST of Washington-\$10,209,336 ST of NJ \$7,244,318 ST of MA \$5,654,301 ST of VA \$4,749,347 ST of LA \$4,584,579 ST of CA \$4,042,273 ST of WV \$3,470,598 ST of CT \$3,323,129 ST of AZ \$3,028,936 ST of SC \$2,994,532 ST of NC \$2,778,516 ST of AL \$2,662,693 ST of HI \$2,255,446 ST of AK \$2,119,315 ST of ID \$2,093,142 ST of CO \$1,891,481 ST of UT \$1,766,356 ST of MS \$1,575,958 ST of KY \$1,370,968 ST of MT \$1,258,596 ST of AR \$1,089,156 ST of DE \$1,078,967 ST of IA \$850,168 ST of MN \$815,403 ST of OR \$800,637 ST of OK \$620,340	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motion Industries, a GPC Company, holds a GSA contract. NAPA, the responder of this RFP holds no GSA schedule.	*

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
State of Iowa	Nancy Wheelock	515-322-0200	*
State of Oklahoma	Lisa Bradley	405-522-4480	*
State of Connecticut	Joe Gilberto	860-412-7534	*

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

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Various	Government	Georgia - GA	Deliver automotive parts, tools and equipment with same day service to all state locations.	\$12,500.00 per location annually	2019-\$10,490,747 2018-\$11,000,000 2017-\$10,200,000
Various	Government	Washington - WA	Deliver automotive parts, tools and equipment with same day service to all state locations.	\$17,500.00 per location annually	2019-\$10,209,336 2018- \$8,800,000 2017- \$ 8,200,000
Various	Government	New Jersey - NJ	Deliver automotive parts, tools and equipment with same day service to all state locations.	\$9,170.00 per location annually	2019-\$7,244,318 2018-\$6,500,000 2017-\$6,700,000
Tennessee Dept. of Transportation	Government	Tennessee - TN	Deliver automotive parts, tools and equipment with same day service to all state locations.	\$18,500.00 per location annually	2019-\$6,173,588 2018-\$6,500,000 2017-\$7,000,000
LSU	Education	Louisiana - LA	Deliver automotive parts, tools and equipment with same day service to all School locations in the State.	\$58,777 per location annually	2019-\$4,584,579 2018-\$3,311,418 2017-\$2,800,000

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

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if 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 *
25	Sales force.	Total Estimated GPC (NAPA Employees) ~ 1700 Total non GPC Employees, still dedicated to selling Sourcwell program ~ 7,000 to 8,000 (NON GPC employees are Independent NAPA Store Owners, outside sales and counter people) Total Sales/Service Force representing NAPA would equate to approximately 9,000 to 10,000
26	Dealer network or other distribution methods.	GPC in 2019 owned and operated 57 distribution centers located throughout the United States that has return privileges with most of its suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,100 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5200 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales.
27	Service force.	Total Estimated GPC (NAPA Employees) ~ 1700 Total non GPC Employees, still dedicated to selling Sourcwell program ~ 7,000 to 8,000 (NON GPC employees are Independent NAPA Store Owners, outside sales and counter people) Total Sales/Service Force representing NAPA would equate to approximately 9,000 to 10,000
28	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.	Customer Service happens as close to the sales transaction in the NAPA system. The first line of customer service is at the servicing store. Delivery, warranty decisions, problem resolution all start at the local level. Escalation protocol follows one of two channels depending on store ownership. If the store is a GPC owned NAPA store, then the issue is escalated to the District Manager, then to the GM of the DC. If the store is an Independent Owned NAPA store, then it goes to the store Owner. Further escalation from there will include the Wholesale Manager or Sales Manager, who then will involve the DC GM or other divisional or headquarter representatives. Should specific manufacturer issues arise, it is common for one of the Sales Support group representatives to engage directly with customer and store personnel to resolve concerns. At any time, as NAPA employs an open door policy, store, DC, or Divisional representatives may contact resources from internal GPC, manufacturer or Sr. Management representatives to resolve issues not otherwise resolved. We believe that the aforementioned structure allows for the quickest response time. The store will provide guidance and assistance to the equipment manufacturer. The equipment purchases will assist and incentivize the local NAPA Store to ensure that providers are providing great customer service to Sourcwell Members.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA does not service Canada through this contract but has 600 UAP stores that can offer the same service at adjusted prices.
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will cover all Member sectors and deliver to all Sourcwell customers in the US.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no specific contract requirements to Sourcwell members in Hawaii or Alaska. Hawaii has its own Distribution Center as well as two in Alaska (Anchorage and Seattle) that enables NAPA to conduct business virtually the same as other States. Shipping some items to Alaska may incur additional freight charges, depending on the location of the NAPA store, (if it can only be serviced by plane or LTL), or based on the size and weight of the product.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>NAPA's general marketing program strategy to promote the Contract nationally will be to provide a full array of marketing flyers, sales sheets and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell Member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales Management, store owners, outside sales people, and store employees. This training will directly increase the marketability of the contract throughout our sales Organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process.</p> <p>This program bulletin communicates to all 6200 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing and the intent of the program through the contract award.</p> <p>Once published, the bulletin will be available through our internal website entitled the "Major Account Support Site". This site is where all stores and field management go to see and understand all of the Major Account Programs that NAPA has. If awarded, Sourcewell will continue to be classified in our National Major Account Programs.</p> <p>NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.</p> <p>NAPA will continue to inform our stores and sales management through our "Program Video of the Month" This is video that goes out across the US highlighting a chosen Major Account programs. Sourcewell has been the focus of this medium on our existing contract.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>NAPA's technology and the internet will be utilized to provide marketing and product awareness. This will start at <a href="http://www.napaonline.com">www.napaonline.com</a>. A dedicated link to our government page, highlighting our government contracts, where Sourcewell will be the primary focus. In addition, Major Accounts has developed its own Major Account Support Website, where our key accounts are highlighted.</p> <p>This structure and flow will be created at public visited and shop visited sites, but also on sites such as <a href="http://www.napastore.net">www.napastore.net</a>, a proprietary site used for the relaying of information to our ~6200 stores. Links from within these various locations will direct the public, stores, and sales managers to obtain Sourcewell material, co-branded Sourcewell/NAPA material and other account and marketing support material.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>NAPA believes that Sourcewells role in promoting contracts from this RFP would be to promote them as they have on the Sourcewell Website, Seminars, Trade Shows, Get to Know Us meetings, etc. NAPA will integrate this awarded contract into our sales process by promoting this contract at all levels of our sales organization through training, awareness, public awareness and sponsorship. Sourcewell (if awarded) would be the only national cooperative contract where all of NAPA's ~40,000 SKUS would be on contract. That alone positions this contract (if awarded) into a predominate position in the sales process where any political subdivision or nonprofit is seeking to or will allow a cooperative solution.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>NAPA Auto Parts has capabilities to support a variety of the most common electronic commerce transactions and protocols from procurement to pay.</p> <p>Our transactions capabilities include: Purchase Orders in X12, Cxml, OCI and other formats; Invoices in Cxml and X12 (810) formats and Remittance Advice /ACH (820's) using traditional EDI and other formats. NAPA also integrates with leading E-procurement solutions such as Ariba, Sciquest, Coupa and others. Our capabilities include both a standalone Internet based ordering portal (<a href="http://www.napaprolink.com">www.napaprolink.com</a>) as well as integrated catalog shopping options (punchout). We support XML, Cxml, OCI, OAG and OSN protocols. We also provide direct ordering integration with many of the leading shop management and POS systems such as Mitchell 1, ROWriter, and in support of our fleet and installer customers. Please visit <a href="http://www.napaibiz.com">http://www.napaibiz.com</a> for more information.</p> <p>We also provide software and professional solutions for shop management and Integrated business services (<a href="http://www.napa-ibs.com">www.napa-ibs.com</a>)</p> <p>Specifically with government entities we support integrations with Asset management, Sciquest, Ariba, Perfect Commerce, Coupa, GEP, Transcepta, Oracle and others as statewide and Educational Marketplace integrations. Our capabilities also include integrations with local shop / fleet management systems (such as found in fleet/Bus repair shops )– all the way up to Statewide Procurement marketplaces. We also provide on-site Integrated solutions (on-site) as a cost effective solution for outsourcing your parts procurement operations. We can prove the NAPA Value.</p> <p>With over 6200 retail outlets, Custom Integrated business services, the largest available product selection in our catalogs along with ability to transact business in a fully paperless manner, NAPA Auto parts is your best choice for your Electronic Commerce and integration partnership.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Product training on all diagnostics available through NAPA AutoTech program. This is a fee based training comprehensive program for classroom and via web-based. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. As an example; if you require Lift inspections from Challenger, Rotary, Forward, BendPak or any other NAPA lift company, that will need to be scheduled with NAPA rep / Regional. All NAPA Tools &amp; Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels.</p> <ol style="list-style-type: none"> <li>1. Technician Training <ol style="list-style-type: none"> <li>a. Designed for the professional technician.</li> <li>b. Provided by professional certified trainers</li> <li>c. This would be at an additional charge</li> </ol> </li> <li>2. Shop Management Training <ol style="list-style-type: none"> <li>a. Designed for the professional technician, shop managers</li> <li>b. Provided by professional certified trainers</li> <li>c. This would be at an additional charge</li> </ol> </li> </ol>
37	Describe any technological advances that your proposed products or services offer.	<p>NAPA's proposal covers multiple technological advances in the following:</p> <ul style="list-style-type: none"> <li>• Electronic Ordering</li> <li>• Product Information</li> <li>• Diagnostic Repair</li> <li>• eProcurement</li> <li>• Audit process</li> <li>• Mechanical Shop and Body Shop Estimators</li> <li>• System integration, Shop management integration, ordering</li> <li>o NAPA currently integrates with dozens of shop management programs</li> <li>• ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more.</li> <li>• ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering Eliminates the need for calling and faxing; ordering is done right through the internet</li> <li>• GPC is partial owner of Mitchell OnDemand.</li> <li>o This is a web and PC based program that aids NJPA members to estimate repairs for authorization</li> <li>o Provide OE repair procedures and diagnostic aids</li> <li>o Track labor and supplies to a specific asset</li> <li>o Color wiring diagrams</li> <li>o Technical specifications that includes optional Medium and Heavy Duty applications</li> <li>o Flow Charts</li> <li>o Technical Service Bulletins</li> <li>o Maintenance Schedule</li> </ul>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle.</p> <p>GPC has the following priorities in place in terms of our Green Program</p> <ul style="list-style-type: none"> <li>• Reduce Air Emissions/Efficient Delivery Routing</li> <li>• Identify Pollution Prevention Opportunities</li> <li>• Communicate the Message</li> <li>• Practice Water Conservation</li> <li>• Reduce Fuel Consumption</li> <li>• Minimize Operational Waste</li> <li>• Implement Energy Conservation</li> <li>• Provide Green Products and Services</li> </ul> <p>NAPA Markets and Sells Many Green Initiative Products</p> <ul style="list-style-type: none"> <li>• Smart Washers</li> <li>• Challenger Water In-Ground Lifts</li> <li>• 3M lead free wheel weight system</li> <li>• Schumacher solar battery charger/maintainers</li> <li>• Energy Logic - waste oil burners</li> <li>• Vortex waterborne auto paint - no solvents</li> <li>• Valvoline Next Gen oil - made with recycled oil</li> <li>• Recycled Batteries, remanufactured electrical and steering components</li> <li>• Nature's Broom absorbent - absorbs shop floor oil and lubricants and is environmentally disposable</li> </ul>



39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See Attached GPC Roadmap for Sustainability-- Document ATTACHED	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Genuine Parts Company is a publically traded corporation. Thus we are not a WMBE or SBE.</p> <p>However, expanding opportunities for small and women and minority owned businesses is important at NAPA. Not counting our IBS initiatives, our main distribution and sales channel to Sourcwell members and prospective members will be through ~5,100 independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and locations of these locations, some could be SBEs, some WMBEs and some in HUB Zones. We do have a planned initiative to start tracking the statuses of our Independent partners and then our supplies. But as of the date of this RFP submittal, we do not have that initiative completed.</p> <p>Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community.</p> <p>Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance.</p> <p>Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success.</p> <p>In principle:</p> <p>We want the best person for every position.  We want to provide opportunities for diversity of experience and interaction.  We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions.  Our commitment to Diversity and Inclusion honors the Power of Genuine Talent.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell Members? What makes your proposed solutions unique in your industry as it applies to Sourcwell members?	<p>GPC has the capability to offer the following custom and unique value adds.</p> <ul style="list-style-type: none"> <li>• Integrated Business Solutions: existing Sourcwell Contract 061015- GPC</li> <li>• Motion Industries <ul style="list-style-type: none"> <li>o ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, <a href="http://www.motionindustries.com">www.motionindustries.com</a></li> </ul> </li> <li>• Traction HD Truck Parts – <a href="http://www.traction.com">www.traction.com</a></li> <li>• United Auto Parts – NAPA Canada and Traction Canada – <a href="http://www.uapinc.com">www.uapinc.com</a></li> <li>• AutoTech, (NAPA Training) Most comprehensive training program for LD, MD, and HD technicians</li> <li>• Described above <a href="http://www.napaautotech.com">www.napaautotech.com</a> 800-292-6428</li> <li>• Sales Support Groups <ul style="list-style-type: none"> <li>o NAPA Filters - <a href="http://www.napafilters.com">www.napafilters.com</a>,</li> <li>o NAPA Heavy Duty - <a href="http://www.napaonline.com">www.napaonline.com</a></li> <li>o NAPA Undercar, <a href="http://www.napaonline.com">www.napaonline.com</a></li> <li>o NAPA Electrical Sales and Under hood, <a href="http://www.napaonline.com">www.napaonline.com</a></li> <li>o Martin Senour Paint, <a href="http://www.martinsenour.com">www.martinsenour.com</a></li> <li>o Balkamp, <a href="http://www.balkamp.com">www.balkamp.com</a></li> <li>o NAPA Tools and Equipment, <a href="http://www.napaonline.com">www.napaonline.com</a></li> <li>o NAPA Brakes, <a href="http://www.napabrakes.com">www.napabrakes.com</a></li> <li>o NAPA Heating and Cooling, <a href="http://www.napabeltshose.com">www.napabeltshose.com</a></li> </ul> </li> <li>• ProLink – Described above <a href="http://www.napaprolink.com">www.napaprolink.com</a></li> <li>• NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – <a href="http://www.napatracs.com">www.napatracs.com</a></li> <li>• IBIZ – described above <a href="http://www.napaibiz.com">www.napaibiz.com</a></li> <li>• NAPA AutoCare Centers, <a href="http://www.napaautocare.com">www.napaautocare.com</a> <ul style="list-style-type: none"> <li>o Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck and collision centers</li> <li>• MIC- Market Place Inventory Classification <ul style="list-style-type: none"> <li>o This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcwell Member's repair facility due to NAPA having more and more of the right parts on the shelves.</li> </ul> </li> </ul> </li> <li>• Mitchell 1, and Mitchell On Demand - Described above – <a href="http://www.mitchell1.com">www.mitchell1.com</a></li> </ul>	*

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We have the ability and willingness to provide these products to Sourcewell member agencies in Canada through NAPA Canada, and Traction Canada. As previously stated, these two companies will have much the same product as NAPA US, but pricing will be different.	*
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### Table 9: Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	All NAPA Tools & Equipment products offer various warranties. Most come with a standard one year R&R, optional warranties / extended warranties are available. We can furnish a list of every NAPA supplier and their factory warranties. (Please see attached document example) NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, misuse of products that show clear abuse will not be warrantied. All products that require special needs on power 110v/220v/460v/ single / 3 phase will require inspection in the event of product failure. NAPA has different warranties for different parts, plus different warranties for different grades of parts.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, all items still covered under factory warranty that require an on-site inspection / service center would be covered by our standard warranty policy.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	There are no areas of the United States that NAPA will not or does not serve geographically.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	If NAPA was engaged by a Sourcewell Member to locally source a non-NAPA part, NAPA will pass along the warranty from whom NAPA procured such part.	*
48	What are your proposed exchange and return programs and policies?	Most NAPA products offer a 30 day peace of mind warranty in Tools & Equipment. This would vary by supplier, but in the event that an exchange or return is needed a NAPA rep would need to contact site to determine issue and outcome of the product.	*
49	Describe any service contract options for the items included in your proposal.	NAPA is responding only to the Capital equipment and parts portion of this RFP. Thus this question does not apply.	*

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

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts General Payment Terms are Net 30 days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NAPA does offer Leasing options as part of NAPA's Tool and Equipment Program, Leasing options are available through Commodore Financial at <a href="http://www.commodorefinancial.com">www.commodorefinancial.com</a> . 1-800-487-6262. Leasing can be provided for tools and equipment, shop systems, technology and more. Individual qualifications are subject to credit approval.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink ( <a href="http://www.napaprolink.com">www.napaprolink.com</a> ), TRAX, eProcurement integration (EDI or XML) or even a walk in order. For Sourcewell members with larger volume commitments, orders could be routed directly to one of 57 NAPA DCs where the order would be filled at that DC, a combination of DCs or even directly at the NAPA vendor where the component is either manufactured or a non-NAPA distribution point. All resulting invoices from orders are captured at the NAPA AutoParts Store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report back to Sourcewell on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process the Sourcewell Member's purchase orders.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Napa does accept P-card payments and does not charge additional fees for using P-cards.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product – category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling or “not to exceed” price that serves as a contractual maximum price paid by Sourcewell Members. We have however, have made improvements in our classification process which will simplify the category discount structure. We have classified our Equipment, Lifts and accessories into categories and are providing a discount percentage based on that category.
55	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.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price file illustrates a sample of the product covered by this proposal.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. Napa may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell Member. These prices will be handled on an individual basis and they will not exceed the contract price (if awarded).
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	NAPA agrees to deliver from time to time Sourced Goods and Services to be sourced and shall include all actual net costs including our actual cost and inbound shipping. We agree to make available all sourced goods and services to Sourcewell Members with a cost plus calculation not to exceed cost of the aforementioned plus 15%. This cost plus will be calculated and agreed upon at the local NAPA Store on an individual basis.
58	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.	Generally equipment is shipped freight pre-paid from the manufacturer. Installation of the equipment will be at an additional cost. Other items not related to the equipment will be determined by the parties that do the installation, safety inspections, etc.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	As stated in 58, freight is covered on equipment. This will be fully discussed and documented at time of purchase, prior to invoicing. Deliveries of equipment will be coordinated with our manufacturer and the Sourcewell member at time of purchase.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping items to Alaska and Hawaii may incur additional freight charges, depending on the location of the NAPA store. Exchange and returns are the same. Canada and off shore delivery will be determined by the store that does the shipping. Canada has their own shipping processes. Offshore shipping will be established as “as needed” and agreed to by the NAPA store and the Sourcewell Member.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Based upon the volume commitment of larger Sourcewell Members, GPC is willing to investigate and discover a direct distribution model that would either deliver directly as a drop ship from our manufacturer or closest Distribution Center. Handling the product less will eliminate handling costs normally associated with delivering product through a NAPA store. Please understand that a volume requirement from a Sourcewell member may be necessary. Other factors also come into this distribution method determination including but not limited to distance to the Sourcewell Member's shop(s) from the NAPA DC, delivery patterns from the DC to the Sourcewell Members point of receipt as well as the amount of business presently running through the local NAPA store from the Sourcewell member(s) in question.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Contract Price Compliance Self Audit NAPA has developed programming that will at the end of every month take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance.</p> <p>Quarterly Sales Reporting and Administrative Fee Self Audit To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAPA will pay Sourcewell 1% of net purchases for the entire contract period (if awarded). NAPA shall issue rebates to NJPA based on total annualized net sales of all registered Sourcewell Members that NAPA US operations sells to. The 1% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Genuine Parts companies reporting system Qlik will track all sales and registrations of new sites nationally. Weekly sales reports and Quarterly reviews of the sales and additional sites will determine how we respond to each Distribution centers sales force. This will show our areas for opportunity.
66	Identify any certification(s) that your business or the products included in your proposal have attained or received.	AAA Industry Award for 20 Years Top Partner with NAPA Auto Parts program. Fleet Excellence Award.
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	Our Equipment products should not be modified and kept to original supplier specifications. Replacement of NAPA Equipment is based on the standard warranty procedures of each supplier and that specific product. Most NAPA Equipment comes with a 30 day exchange in the event of product failure and 1 year R&R. The NAPA classification system removes all obsolete products and lists replacement products / parts when available.
68	For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.	Installation of ALL NAPA Equipment that requires a Service Center would be an additional cost and will vary by product line and part number. Maintenance specifications are available on all NAPA equipment products. With very few exceptions, most NAPA equipment comes with a 1 year warranty and service is available for any part that requires installation. NAPA would not be responsible for any additional electrical / air required to complete installation of our products. Training is available on all NAPA products via on-line / PDF / Service Center. This will vary by supplier and product. ALL NAPA installers are required to meet a minimum standard of training / continuing education. All independent service centers are fully insured and meet industry standards and are required to follow the OE standards on safety and quality.
69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	This will vary by supplier and product line. Technical support is readily available on 100% of NAPA equipment products. On-line specifications / technical support is available on most NAPA equipment product lines. Supplier service centers are on call for NAPA with most capital equipment products and contact is generally made within 24-48 hours from point of contact. All installed NAPA products have service available, time of contact would vary based on geographic location. Contact via phone call from supplier / installer is generally made within hours to assess the specific product situation

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

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

## Documents

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

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

- [Financial Strength and Stability](#) - 2018 Annual Report.pdf - Thursday January 30, 2020 07:27:10
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Lift Warranty Rotary.pdf - Thursday January 30, 2020 10:22:55
- [Pricing](#) - NAPA Price Sheet for RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment.xlsx - Thursday January 30, 2020 07:26:14
- [Additional Document](#) - GPC, dba NAPA Sustainability Program Roadmap.pdf - Thursday January 30, 2020 07:35:06

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Jett Kuntz, Vice President of IBS, Fleet & Government, Genuine Parts Company, dba NAPA

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

Yes  No