

**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Imperial Supplies LLC, P.O. Box 11008, Green Bay, WI 54307-1008 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity. Vendor's standard warranty terms can be found at www.imperialsupplies.com ("Standard Warranty Terms"). Should Vendor's Standard Warranty Terms conflict with the terms of this Section 2. B., Vendor's Standard Warranty Terms will control.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Intentionally omitted.

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition including separate invoiced freight charges as applicable and as further defined in Vendor's Standard Freight Terms below. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Vendor reserves the right to accept or reject any order received from a Participating Entity.

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

A. **SHIPPING AND SHIPPING COSTS.** Vendor's Standard Freight Terms. Standard freight is paid by Vendor on all orders over \$100, unless otherwise stated, to Participating Entity's single place of operation anywhere in the contiguous United States, using carrier of Vendor's choice. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited, same day delivery, air freight, freight collect,

sourced orders, export orders, hazardous materials, Participating Entity's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by Participating Entity. Title and risk of loss pass to Participating Entity upon tender of shipment to the carrier.

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 and in accordance with Vendor's Standard Warranty Terms, and if applicable, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, that has not shipped, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information that can be shared or discussed within the confines of any confidentiality clause to which Vendor is subject.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. 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.

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

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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

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

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

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

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

14. 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.

15. 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.

16. 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.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

of such failure to proceed will be borne by the Vendor. In all scenarios where this clause is applicable, Vendor's liability for additional costs incurred is limited to the cost of the product or service giving rise to such liability.

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

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

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

18. 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), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this 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), or equivalent.

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

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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.

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 list Sourcewell and its Participating Entities, 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. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** 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/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. The Participating Entity must provide advance notice to Vendor if a purchase will subject Vendor to compliance with the following provisions so that Vendor can assess its ability to comply.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor

regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor's ability to comply with the Buy American Act will be assessed on a case-by-case basis at the point of sale.

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.

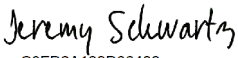
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION

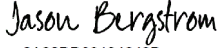
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract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

*** Signature Page Follows ***


Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/13/2021 | 8:55 PM CDT

Imperial Supplies LLC

DocuSigned by:

By: 2A22DD03134649B...
Jason Bergstrom
Title: Director New Business Development
Date: 5/25/2021 | 7:37 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/25/2021 | 7:41 AM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Imperial Supplies Holdings Inc
Does your company conduct business under any other name? If yes, please state: Imperial Supplies LLC
Address: 300 N Madison Street
Green Bay, WI 54301-5106
Contact: Jason Bergstrom
Email: government@imperialsupplies.com
Phone: 800-558-2808
HST#: 26-1180785

Submission Details

Created On: Thursday February 18, 2021 10:16:47
Submitted On: Thursday March 25, 2021 13:01:10
Submitted By: Jason Bergstrom
Email: government@imperialsupplies.com
Transaction #: c0ac08a4-9ed7-459f-bff8-d9339dceca8e
Submitter's IP Address: 167.115.150.91

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Imperial Supplies LLC 023247661
2	Proposer Address:	Imperial Supplies P.O. Box 11008 Green Bay, WI, 54307-1008
3	Proposer website address:	https://www.imperialsupplies.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):	Jason Bergstrom Director New Business Development jbergstrom@imperialsupplies.com 920-490-6725
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bergstrom Director New Business Development P.O. Box 11008 Green Bay, WI, 54307-1008 jbergstrom@imperialsupplies.com 920-490-6725
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Imperial Supplies was established in 1958 and today distributes 1.7M MRO (Maintenance Repair Operation) product to 27,000+ Auto/Fleet customers who maintain 41,000+ locations. We provide the critical small parts that connect OEM and aftermarket parts to fleet vehicles. Imperial Supplies is a Customer Managed Inventory model that offers program savings leveraging data, technology, and control. Once fully implemented we offer "Half the Spend, Half the Inventory in Half the Time" vs our route model competitors (Napa, Fastenal, Lawson). Imperial simply passes the program savings to our customers.</p> <p>Imperial has built its reputation by offering customers highly efficient methods to order and monitor purchases. Our customers include the top nine common carriers and the top four leasing companies in the United States. We currently have more National Account Programs in the fleet industry than all of our competition combined. Our philosophy has been based on the partnership concept. We have formed relationships with our customers by tailoring our services to meet their changing needs. We have designed a system to reduce costs through efficient ordering means and stringent controls. This approach has made us the industry leader in pioneering new technology.</p> <ul style="list-style-type: none"> • First national parts distributor to use barcode technology to automate order entry. • First to provide detailed, custom reporting. • EDI capabilities further enhance our customer interface system. • Custom corporate programs for customers' changing needs. • Fully Integrated Chemical Program • Product Recommendation and Standardization Programs. • Inventory Reduction Program <p>The following customers have 30+ year partnerships with Imperial Supplies... UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management. Today all of these accounts are in our top twenty in spend.</p>	*
8	What are your company's expectations in the event of an award?	<p>Our expectation will be that our sellers delivery top customer service along with double digit cost savings to Sourcewell members in order to grow our partnerships. Once awarded we will internally organize our sellers with a training program on Sourcewell. In that training we will educate on who Sourcewell is, how they service government entities, what our Imperial Program offer is for those entities, and last how we engage with Sourcewell members. All of this information will be stored in an internal playbook and our CM system will make sure to keep those customers grouped together for tracking.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Imperial Supplies is a part of the Grainger family of companies since 2009. Attached is a Grainger Fact Book from 2020 that includes financial information. It is attached as file "Grainger_FB20"</p> <p>Here is a breakdown of revenue (Grainger/Imperial);</p> <p>Grainger \$10.4 B and Imperial Supplies \$174.5 M in 2017 Grainger \$11.2 B and Imperial Supplies \$203.9 M in 2018 Grainger \$11.4 B and Imperial Supplies \$233.2 M in 2019 Grainger \$11.8 B and Imperial Supplies \$242.6 M in 2020 In 2021 Imperial is on pace for \$273M in revenue</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>Imperial Supplies market share within the Auto/Fleet markets is 18%. Imperial has had an 10.86% growth CAGR since 1986. Currently our two fastest growing markets are in automotive and government fleet garages (state, city, county).</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>While Imperial Supplies does service some of our National Accounts in Canada this Market is not in scope for this bid. As we continue to grow Imperial has plans to offer full program within the next 3-5 years in the Canadian Market. Until then Imperial would entertain Canadian customers on a case by case basis.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Imperial is a national distributor of fleet maintenance products and inventory management programs. We own and operate 22 DCs across the US. It is our mission to provide you with an efficient and effective system to order and stock fleet-specific maintenance parts. Imperial is committed to providing the most technologically advanced procurement applications for fleet maintenance parts in the industry.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Imperial's focused and disciplined Quality Assurance Program guarantees that products satisfy SAE, IFI, DOT, OSHA, and UL standards. Imperial performs product quality audits and works with third party testing labs to ensure manufacturing specifications are met. Additionally Imperial offers Lot Traceability with the majority of it's parts.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Imperial Supplies does not have an industry awards, we are not aware of any for our field (small maintenance parts). However we have been awarded supplier of the year from many of our National Accounts including... Penske, UPS, FedEx, WalMart, YRC and many other smaller customers.	*
17	What percentage of your sales are to the governmental sector in the past three years	Imperial Supplies government markets are 2% of overall sales today. We have 400+ active government customers. Until 2021 Imperial was not actively seeking new government customers. This was a directive from our parent company Grainger back in 2010 as government was no longer in scope for targeted new business opportunities. In 2010 Imperial's percentage of government sales were 11%. In January that focus has been changed and Jason Bergstrom (Director of New Business) is responsible for this market. To date we have been awarded 5 government contracts since our re-engagement. Most notably with Dulles International Airport, IN DOT, and Sacramento Municipal Utility Department.	*
18	What percentage of your sales are to the education sector in the past three years	For our Government markets the Education Sector makes up 20% of our revenue and is our second largest sector next to State/County/City Fleet Garages (30%).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Imperial has held coop purchasing contracts in the past with Buy Board, Bid Sync (now Periscope), WSCA (now NASPO) and multiple regional coops. However these contracts have since expired (per question 17).	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Washington Dulles International Airport	Jonathon Gordon	(703) 572-2871	*
Dorchester School District	Jason Howell	(843) 209-1879	*
City of Saint Francis	Bob Melton	(414) 316-4332	*
More references from the Private sector are available upon request.	More references from the Private sector are available upon request.	More references from the Private sector are available upon request.	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Washington Dulles Airport	Government	Virginia - VA	All small maintenance parts and supplies for past 10 years. Just awarded future 5 year contract.	486 orders 4,119 SKUs	\$262,000	*
Indiana DOT	Government	Indiana - IN	All small maintenance parts and supplies. Awarded business in June 2020 in District 6 and now rolling out across all districts.	106 orders 1,709 SKUs	\$71,000 since first order in June of 2020.	*
Monroe County	Government	Florida - FL	All small maintenance parts and supplies. Awarded pandemic products in November 2020.	9 orders in pandemic supplies	\$36,000 since November 2020	*
New Jersey Transit	Government	New Jersey - NJ	All small maintenance parts and supplies	240 orders 1,632 SKUs	\$106,000	*
Walton County	Government	Florida - FL	All small maintenance parts and supplies	66 orders 308 SKUs	\$89,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	Sales force.	<p>Imperial Supplies employs 228 sellers to service our customers (660+ employees total). All of our employees are FTE and direct with Imperial Supplies. The Marketing plan attachment has many coverage maps of our sales staff and DC map.</p> <p>188 are Dedicated Account Advisors (DAA) that service each shop location over the phone. This greatly reduces OE which Imperial passes on to the customer. Additionally our DAAs can contact more customers in a day vs a route model. This means we have 10x the customer contact. Every account with Imperial has a DAA assigned. 75% of this work force is in Green Bay WI with the remaining working remote across the country.</p> <p>22 are Regional Sales Managers (RSM). This is our New Business segment and RSMs perform over 220 customer shop reviews with analysis reports to document savings before program roll out. Together the RSM and DAA partner with the Corporate decision maker to install our core program in the field. RSMs will service the account for 2 years at which point the fall off the account and a National Account Manager then manages the partnership. The DAA remains constant through this transition. All of these employees are located remote across the country, central to their territory.</p> <p>18 are National Account Managers. This group manages the long term partnership. They are charged with providing continued value with standardization across 40+ product groups, leverage private label brands, continued inventory compression and SKU reduction. Half of this sales force is in Green Bay WI and the remaining are remote across the US.</p> <p>Supporting our 228 sellers (and customers) are 17 Customer Service Representative, 4 Sales Operation Support, 5 Product Technicians, and 7 Product Managers. All of these employees are in Green Bay WI.</p>
24	Dealer network or other distribution methods.	<p>Imperial has developed a National distribution network based on five regional distribution centers. Each center is capable of supplying its US quadrant with all key items within our catalog offering. Based on regional monthly demand we guarantee a 98% fill rate in the Continental US using our five geographic regional network. Our streamlined capabilities allow us to ship over 35,000 parts to 27,000+ fleet customer locations with 41,000+ locations. Orders shipped from Imperial have less than 1% chance error, every order placed before 3:00pm CST will be shipped the same day and all other orders within 24 hours, and our unmatched error-free shipping eliminates excess inventory at shop locations.</p> <p>DCs are in, Janesville WI Scranton PA Charlotte NC Reno NV Dallas TX</p>
25	Service force.	<p>Imperial Supplies has 44 Field Service agents across the US that conduct over 6,500 site visits to set up new business locations or maintain existing customers. This team works in tandem with sales to keep the corporate program reflected at the shop level. Duties performed are labeling product with bar codes, organizing per customer direction, assigning location codes for quick order put away, reducing stock for credit, eliminating "D" movers for credit and product standardization per corporate direction. This is a value added program that is no charge to our customers.</p> <p>These Field Service Agents are remote across the US to keep tight coverage over all regions.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Imperial Supplies has 17 Customer Service Representatives (CSR) supporting our sales teams and customers. Each CSR has between 10-14 sales representatives on their team. On average per CSR they have a response time of 17 minutes to missed calls, handle over 100 special orders/day, run specialty spend reports, and manage all returns.</p> <p>For added detail... it is our Dedicated Account Advisors that have metrics for customer service (incentives). Each metrics in number of calls, phone minutes, and new ship to locations for each month. These metrics are critical to maintaining excellent customer service and our Managers track these metrics daily. At Imperial if your metrics are met or exceed then the sales goals will follow while customer satisfaction remains high.</p>

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Imperial Supplies is a National distributor and services all 50 states. There are no restrictions to our program offering in the US. Our DC network is set up to reach 93% of our customer base in 1-2 day lead times. We have 5 DCs servicing the US, 3 of those are new in the last 5 years (replaced outdated, smaller DCs). We have future plans for a 6th DC in the Pacific Northwest. Add in Graingers 14 DCs and Imperial offers 1.7M MRO products with the quickest and most accurate pick, pack, and ship metrics.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Imperial Supplies is not including Canada as part of our Sourcewell offer at this time. We do supply products to 9 National Accounts in Canada today. We have future plans for a DC in Canada to expand our services and will be sure to keep Sourcewell updated on those efforts.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Per questions 28 Canada is not in scope for our offer to Sourcewell. Otherwise there are no areas we do not fully service in US.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Grainger owns Imperial Supplies, as a result there may be some Federal Government entities that they already service and would continue to service. Imperial Supplies was purchased by Grainger back in October of 2009, about a year later Grainger leadership made the decision that Imperial would no longer focus in Government Markets. As a result we serviced any existing Government customers over the last 10 years but we did not actively seek any new business in Government Markets. Leadership discussions between Grainger and Imperial have reversed that decision in August of 2020. Since then Imperial has a business strategy written to grow our Government Market services and value. Government Markets are currently our fastest growing segment since August of 2020 with 40% growth and 89 new ship to locations.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not Applicable.	*

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>Please see the attached pdf deck that will review our company and marketing strategy. Attachment labeled "Imperial Supplies introduction to Sourcewell - Business Model"</p> <p>Jason Bergstrom would like to walk you through a business case demonstrating Imperial Supplies forensic analysis of typical overstock and overspend found with Vendor Managed Programs. We don't have a place to attach an example but Jason would be happy to demo an example for you.</p> <p>To summarize... Imperial Supplies brings control and visibility to a below radar spend with an added value program that cuts your spend, inventory, and time investment by 50%.</p> <p>We will market to Sourcewell member the same way we do in the private sector. Uncover opportunities to reduce cost through forensic analysis of spend. Build a business case for customer approval demonstrating how Imperial will partner to drive savings. This is a no risk, no cost process. After customer approval we begin the program conversion and roll out site by site. Our Field Service team will install the program at each shop. From there Imperials sellers work side by side with our customers with the goal to become a key partner that drives unwanted cost out of their organization.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Imperial Supplies we have a dedicated team across our Marketing and HR departments for Social Media platforms like Facebook and LinkedIn where we are most active. We drive education for our fleet customers, shout out employees, and recognize customer milestones to drive awareness to our program capabilities. Additionally our growth trajectory requires us to grow our employee base by 250 associates over the next 5 years. Social Media also allows us to recruit to support that future growth.</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>Jason Bergstrom leads the Government Markets for Imperial Supplies. Through Jason Imperial Supplies would like to have 2 meetings a year to review our work in the field while bringing opportunities of cost savings to Sourcewell membership partners. Our small maintenance parts are often below radar (expensed) and our program is customer built to bring visibility and control in an area of spend that is often hidden. Based on a Sourcewell vendor review there are no other vendors that offer our program capabilities in these product categories. This would mean new revenue opportunities for Sourcewell and added value and cost savings to the membership.</p> <p>The current government market continues to be stressed with short funds. Our program will bring savings in areas where below radar spend is driving up costs.</p> <p>During these visits Imperial would bring spend data supporting our cost saving efforts (per our contracted agreement metrics) to outline success and target future value and benefits to the Sourcewell membership.</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>All products are available in an e-procurement platform. Imperial has extensive experience integrating with the following system platforms: Ariba, Oracle, CDK, TMT, Aero exchange, People Soft, Coupa, EDI, and many proprietary systems. We have done Punch Out and Hosted Catalogs in each of these platforms. Imperial will make all reasonable efforts to adhere to Sourcewell's requests regarding the creation of an e-procurement ordering process. We also have experience uploading spreadsheets from other systems into an order.</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 participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Imperial has a team of Product Technicians and Product Managers that are involved with customer training on a daily basis. Often times these team members are pulled into customer calls to train or bring education to a product. These team members may also travel for educational, training, and consulting purposes. These are free however some of these training sessions in person may come with a charge. For example we administer Fastener, Brass and Electrical Training to support customer technicians to qualifying customers. The costs associated with this are to cover travel expenses.</p> <p>Additionally Imperial provides technical publications via CD, hard copy and online at no cost. Imperial's home page currently features approved product application manuals for Brass, Electrical and Fastener training. Additional topics can be added per corporate request. Product training is customized to meet the individual needs of each and every customer. Available formats include: On-Site Training, Video Training, Video Conferencing, Web Conferencing, and Product Specific Handbooks.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>Imperial continues to operate utilizing the Partnership Concept. Technological advancements are implemented based on customer request and Imperial works to continually address specific customer needs in multiple markets, then implement new technology to meet customer needs.</p> <p>Technology sets Imperial apart from other parts distributors. Imperial is dedicated to coupling innovation and technology to help fleet companies reduce expenses and increase profits.</p> <p>Imperial's technological advancements include: Barcode Labels for Imperial and Non-Imperial Product, Purchasing Platform Interfaces, Electronic Data Interchange, Electronic Funds Transfer, Electronic Price Files, Order Data Transfer, Electronic Order Reconciliation, Bar-Coded Packing Slips, Aftermarket Order Program, Customer Bin Location Barcode Labels, Custom & Automated Bin Location Modifier, Colored Inventory Barcodes, Colored Barcodes for Ordering Efficiency, Barcode Label Re-Order Points, GL Code Identification, Split GL Code Invoicing, Priced & Dated Product Labels, Customer Part Numbers on Barcode Labels, Automatic Order Confirmation, Invoice Lot Tracking, Peel-Off Barcode Labels, P-Card Level III Capabilities, Web Push Program, ScanTel Scanner Program, and creation of a Dedicated Customer Web Link.</p>	*
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>Imperial Supplies customers have increasingly requested environmentally preferable products and over the years we have significantly expanded our product portfolio to fulfill customer needs. Through this portfolio, we're able to help customers maintain sustainable facilities thru efficient energy management (LED lighting), water conservation (flow control), waste reduction (bulk chemicals) and improved indoor air quality (filtration). We will continue to support customer green initiatives by seeking solution based products that fit our changing customer needs.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Imperial continues to drive more and more vendor purchases from WMBE, SBE, and Veteran owned businesses. We have a goal to grow these vendors by 50%. Today about 6% of our vendors fall into this mix.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Imperial Supplies prides itself on its people and our business model. Both are unique in the truck, auto, and bus industry. At Imperial the customer is King.</p> <p>In 1958 our founder Don Long, a small parts route salesman, realized he could service more customers at a better value by leveraging technology (phone sales at that time). By removing the route salesman you remove a large expense. But even more important you remove outside influence to the product needs and inventory levels that do not benefit the customer. That day Don changed the game and Imperial Supplies was born. We've been growing ever since and today we are the #1 supplier of small maintenance parts in the US Fleets.</p> <p>We ask curious questions and look to solve customer challenges with product and technology based solutions. Our first National Account (FedEx) in the late 70's was a perfect example. They needed a centralized program for small parts so we introduced new technology (Scan Tel Bar Codes) to control ordering, bring visibility, and speed deliveries. This solution led to our first National roll out and we've continued this mindset into GL coding, Lot tracing, UNSPSC codes, VMRS codes, custom re-orders... this list goes on. Recently we are integrating with large automotive software companies to support Job Costing for Service King and other customers.</p> <p>Our people make up our culture and they are just as important as our business model. We preach speed and urgency to our customers needs. Maybe it's the Midwest mindset, but really its our program, model, and training that is the structure for our great customer service. It's why we've had 30+ year relationships with our top 20 National Accounts. Companies like UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management.</p>	*

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Imperial stands behind all products sold. Imperial warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase, unless otherwise stated. Imperial's Limited Warranty terms do not apply to sourced products or custom products.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Imperial imposes no unique restrictions. Imperial warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase, unless otherwise stated.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Imperial's product offering rarely requires a technician for repair. Provided that Imperial accepts the product for return during the limited warranty period, Imperial may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by the Participating Entity. Imperial's repair, replacement, or refund of amounts paid by Participating Entity for the product, shall be Participating Entity's sole and exclusive remedy.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, there are no geographic regions of the United States that Imperial is unable to perform warranty repairs for product, if needed. Participating Entity should call (800) 558-2808 for a product warranty claim. Imperial will decide, in its sole discretion, to replace, repair, or refund the product.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Imperial does stand behind our products sold however Imperial is not a manufacturer of product. We are a distributor. Participating Entities should call (800) 558-2808 for support and information on a specific manufacturer's warranty.
47	What are your proposed exchange and return programs and policies?	To return a product during the Limited Warranty Period, Participating Entity must call 800-588-2808 for a return authorization number. Each return authorization number is valid for thirty (30) days. There is no restocking fee, except as otherwise noted below, if products are returned within the Limited Warranty Period in saleable condition, with manufacturer's original packaging unblemished and all accessories, manuals and warranties included. Please include a copy of the packing list or invoice with a reason for the return. Late returns and incomplete returns will incur a 15%, or higher, restocking fee. Imperial reserves the right not to accept returns received after the expiration of the Limited Warranty Period. Further details on Imperial's standard warranty are found at www.imperialsupplies.com .
48	Describe any service contract options for the items included in your proposal.	Not applicable. Imperial does not provide services where warranty applies. We do offer field service to set up or maintain the program at the customer shop. If for some reason this service is not performed to proper expectation a return visit will remedy. Our field service program is no charge for our customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Imperial's payment terms are ½% 10 days, Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Imperial offers many ways to receive an order. Online website, mobile application, system integration (i.e. EDI, Ariba, Coupa, etc), email, phone or fax. In each case the process follows the same flow to reduce the acquisition cost of small maintenance parts. Here is an example of a mobile app order. It all starts at the shop level where our field service team has organized and labeled each storage bin with a Scan Tel bar code identifying the part. Typically we have 1500 SKUs labeled on average in a shop. These are sort per customer direction with "A" and "B" movers color coded to be visual in order process. Simply scan the bar codes that need ordering and set your quantity in the app. Question you may have will be answered by a Dedicated Account Advisor assigned to your account. Once the order is submit it may need approval, if that is the case an electronic notification is sent to the approver before Imperial processes that order. All orders received by 3pm CST are processed and shipped same day. Imperial capture each sale and offers hundreds of purchase reports to track and review spend. These reports can be autogenerated monthly or sent on demand. These reports offer granular detail to help Imperial reduce inventory, standardize purchasing, and reduce cost across multiple customer locations. We also offer GL Coding for invoicing. Typically within 2 days we the completed order process life cycle... order, authorize, confirm, ship, receive/reconcile, stock, pay and maintain.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Imperial will transact P-card for Federal government Participating Entities.

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 *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Imperial Supplies operates a specific price book for each customer. These price books are customized to each market based on volume and usage from hundreds of market analysis in the field to provide the most competitive offer. Imperial does not contract with our suppliers, instead we value the ability to be nimble and move our volume to different suppliers based on market conditions, COGS. This helps us bring the lowest market cost to our customers for our core product in our 5 DCs. Our Sourcewell offer has 390 featured line items in the attachment "Exhibit A". These are the "A" movers for the auto, truck, and bus markets in our offering and we've applied aggressive pricing inline with the scale and leverage of Sourcewell. All of our product offering is open in our Sourcewell members.</p> <p>For products that are drop shipped to our customers through the Grainger DC network we use Grainger's web price as our offer. Additionally we apply 21 category discounts off of Contract Reference Pricing to further drive value to Sourcewell members.</p> <p>This offering and pricing is seamless once logged into our website experience. We can provide Sourcewell with login credentials to view all pricing, all we need is an email address and Jason Bergstrom can set up that account for you.</p> <p>Online we have over 350,000 SKUs listed and organized by 3,000+ web sub categories. If there is a Grainger item a customer needs that is not yet on our website our Dedicated Account Advisor can take that order (same day) and within one hour the part number is assigned and added to the order (again same day). Within 24 hours that "new" item is added to our website offering online for viewing.</p> <p>On a whole Sourcewell has by far the most aggressive pricing program structure for all our Government Markets.</p>	
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Imperial Supplies operates a specific price book for each customer. These price books are customized to each market based on volume and usage from hundreds of market analysis in the field to provide the most competitive offer. Imperial does not contract with our suppliers, instead we value the ability to be nimble and move our volume to different suppliers based on market conditions, COGS. This helps us bring the lowest market cost to our customers for our core product in our 5 DCs. Our Sourcewell offer has 390 featured line items in the attachment "Exhibit A". These are the "A" movers for the auto, truck, and bus markets in our offering and we've apply aggressive pricing inline with the scale and leverage of Sourcewell.</p> <p>For the category discounts offered on 21 segments of products our Contract Reference Price discounts range from 6% to 30%.</p> <p>Imperial Supplies understands that Sourcewell requires the pricing to be simple and through our online experience with the member it is. Jason Bergstrom can supply answers to pricing questions you may have.</p>	
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Imperial Supplies is willing to review pricing and volume discounts for adjustments to be made based future volumes as we build our relationship. Typically any adjustments would be made annually. But we would discuss relevant changes at any time during our agreement and follow proper written procedures of notification.</p>	
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Imperial Supplies does have a sourcing program for items outside of our product offering. These events are performed on a case by case basis and price quotes are good for 30 days.</p>	
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Imperial Supplies does not have any additional acquisition costs for product in our 5 DC network. Some sourced our bulk items (chemicals) may require an additional charge which would be discussed and agreed upon with Imperial and the customer before the order was processed.</p>	

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Imperial is offering a \$100 order minimum for free freight. Our average order size per customer is \$326/order (with 14 line items). Order discipline is easy to manage and allows Imperial to keep the proper order density to minimize freight impacts. Typically customers will order once or twice a month. We've lowered our standard minimums from \$400 to \$100 to help drive early program adoption for Sourcewell members. Keeping our \$100 minimum helps us drive aggressive pricing in the market.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our standard \$100 freight rate applies in Alaska and Hawaii but not Canada as it is out of scope for this Sourcewell offer. We may have longer lead times for Alaska and Hawaii and work with those customers to educate on order cycles.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Typically 93% of our products ship by Parcel. Some larger items may ship LTL. Otherwise there are few unique deliveries and those are typically through sourced orders.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	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 *
62	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 participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Following execution of a contract with Sourcewell, an internal "summary" document is completed by a member of Imperial's Contract and Compliance Team. This summary ensures all necessary departments with a "need to know" are aware of any actions pursuant to the terms of the contract, such as pricing for applicable Participating Entities, reporting, and notice of Admin Fee to be paid each quarter.
63	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.)	The following verbiage is proposed to be detailed in our contract, if awarded: "Vendor will offer Sourcewell 2% Admin Fee program in accordance with the Term outlined herein ("Admin Fee"). Based on the terms provided herein, Admin Fee will be calculated based on Participating Entities' (designated as Parent 8EW in Vendor's internal system) total net purchases after discounts, credits, and amounts deemed uncollectible have been applied. Admin Fee will be provided to Sourcewell within 30 days of the conclusion of each quarter as detailed in the "Quarterly Admin Fee Schedule" below. Vendor reserves the right to adjust any aspect of the Admin Fee due to any merger or acquisition that Sourcewell is a party to during the Term of this Agreement. Vendor reserves the right to decline Participating Entities' total net purchases from contributing to Admin Fee due to, but not limited to, an existing relationship with said Participating Entity(ies). Vendor reserves the right to withhold portions of Admin Fee until any past due amounts due to Vendor from Participating Entity(ies) have been satisfied. Admin Fee may be adjusted annually."

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

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

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

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

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
74	Filters - oil, fuel, air, and transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Oils and lubricants - regular and synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Pumps - fuel and water	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Safety and security systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	
80	Pumps - fuel and water	<input type="radio"/> Yes <input checked="" type="radio"/> No	
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies carries small maintenance parts associated with this category of product.
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies offers all major brands, additionally we have private label offerings at a large costs savings. WalMart, UPS, Penske and many other customers use our brand exclusively.
83	Heating and cooling (engine)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
84	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial carries private label paint as well as major brands.
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Imperial Supplies specializes in all fleet maintenance equipment supplies and tools. We do not carry Tires or OEM parts however we supply all the small parts that connect them to a vehicle.

Table 15: Industry Specific Questions

Line Item	Question	Response *
86	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.	If Imperial Supplies is awarded the contract there will be multiple actions to track success on this opportunity. 1) There will be a Sourcewell playbook training conducted to roll out our program with all sellers/managers. 2) During Sales Manger Meetings (held twice a month) Jason Bergstrom will be sharing revenue data, in field call support needs, and funnel tracker (of all Government activity, with Sourcewell itemized). 3) Jason Bergstrom will be making sales calls in the field with our Regional Sales Managers to help drive opportunity. Additionally we will broadcast success stories internally to our sellers. We have a new business goal for our sellers to have 20% of their funnel filled with government opportunities. 4) Jason Bergstrom will be reporting success with Sourcewell as part of our monthly strategic planning. Coop growth is one of 6 main targets to grow our government markets, and one of our more critical targets to accelerate growth.
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	Not Applicable.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Imperial Supplies has thousands of customer reporting capabilities driven from our CM system. We track everything internally, this is how we support visibility to customers in this hidden/expensed spend category. We have an existing report (CU377 in our system) that captures all of Sourcewell metric needs outlined in the bid. We can also customize future reporting needs you may have if existing reports do not fit future metric requirements. Much of this reporting is also available online to our customers once logged into their account which allows for on demand data for account holders.
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	All of Imperial Supplies online tools are available at no charge. All our are products are available in any ordering channel. Additionally the mobile application is a free download with no fees for use. Last, our hand held scanners are fee of charge for use (we do ask the be returned and we pay return shipping). Between these three tools 65% of our customer orders flow through these channels. EDI or other electronic integrations are 23% of order channels. The remaining come from phone, email or fax.
90	Identify the vehicle makes for which your offered parts are used.	Our product offering covers all makes of vehicles within Truck, Auto, and Bus. This offering also covers all fuels (gas, diesel, CNG, etc). We continue to add specific part needs for electric vehicles as we have National accounts with Tesla, Rivian, and others.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Our product offering covers all makes of vehicles within Truck, Auto, and Bus. This offering also covers all fuels (gas, diesel, CNG, etc). We continue to add specific part needs for electric vehicles as we have National accounts with Tesla, Rivian, and others.

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](#) - Grainger_FB20.pdf - Thursday March 25, 2021 09:19:53
 - [Marketing Plan/Samples](#) - Imperial Supplies Introduction to Sourcewell - Business Model pdf.pdf - Thursday March 25, 2021 12:16:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Exhibit A (Product Pricing).xls - Wednesday March 24, 2021 10:02:40
 - [Upload Additional Document](#) - Table 16 - Additional Clarification.pdf - Wednesday March 24, 2021 10:02:25

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Bergstrom, Director New Business Development, Imperial Supplies LLC

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

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	<input checked="" type="checkbox"/>	2