

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IEH Auto Parts LLC dba Auto Plus Auto Parts, 901 N. Lenola Road, Moorestown, NJ 08057 (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. Vendor will pass-through all manufacturer warranties to the Participating Entity. 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.

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

3. PRICING

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

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

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.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its 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 nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to 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 Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 Sourcewell 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. Sourcewell'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 Sourcewell 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 Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell 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. Sourcwell, 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, 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.

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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 claims or causes of action, including reasonable 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 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). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell'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.

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 liquidated or other 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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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.

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.

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.

Sourcewell

IEH Auto Parts LLC dba Auto Plus Auto Parts

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/13/2021 | 9:00 PM CDT

DocuSigned by:
Brian Evanoka
By: 5EA609F1136C4C8...
Brian Evanoka
Title: Vice President Fleet Parts and Strategic Account Sales
Date: 5/18/2021 | 3:32 PM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/18/2021 | 3:52 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: IEH Auto Parts LLC
Does your company conduct business under any other name? If yes, please state: Auto Plus Auto Parts
Address: 901 N Lenola Rd
Moorestown, NJ 08057
Contact: Cyrano Parsard
Email: s498@autoplusap.com
Phone: 855-214-9055
Fax: 800-723-1377
HST#: 47-3322066

Submission Details

Created On: Wednesday March 10, 2021 13:51:32
Submitted On: Thursday March 25, 2021 10:54:57
Submitted By: Cyrano Parsard
Email: s498@autoplusap.com
Transaction #: 95e688e5-6577-449c-8e7d-9f383a04f26e
Submitter's IP Address: 69.253.42.254

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):	IEH Auto Parts LLC dba Auto Plus Auto Parts
2	Proposer Address:	901 N Lenola Rd Moorestown, NJ 08057
3	Proposer website address:	www.autoplusap.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):	Brian Evanoka - Vice President, Fleet Parts and Strategic Account Sales 901 N Lenola Rd Moorestown NJ 08057 bevanoka@autoplusap.com (855) 214-9055
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cyrano Parsard - Director of Major Accounts 901 N Lenola Rd Moorestown NJ 08057 cparsard@autoplusap.com (954) 235-0813
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Olson - Senior Manager of Major Accounts 901 N Lenola Rd Moorestown NJ 08057 matolson@autoplusap.com (770) 548-3116

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>Icahn Enterprises L.P. (NASDAQ: IEP), is a \$25B diversified holding company engaged in seven primary business segments: Investment, Energy, Automotive, Food Packaging, Metals, Real Estate and Home Fashion.</p> <p>June 2015 - Icahn Enterprises L.P. (NASDAQ:IEP) completes its acquisition of substantially all of Uni-Select USA, Inc.'s and Beck/Arnley Worldparts, Inc.'s assets, which supported the U.S. automotive parts distribution business of Uni-Select Inc. The new entity is now IEH Auto Parts LLC d/b/a Auto Plus.</p> <p>Icahn Automotive Group LLC (Icahn Automotive) was formed by its parent, Icahn Enterprises L.P. to invest in and operate businesses involved in aftermarket parts and service. The businesses of Icahn Automotive today consist of Pep Boys® automotive aftermarket retail and service chain, Auto Plus® automotive aftermarket parts distributor, Precision Tune Auto Care® owned and franchised automotive service centers, and AAMCO Total Auto Care franchised service centers. The businesses of Icahn Automotive total over 22,000 employees, over 2,000 company-owned and franchise locations and 25 distribution centers throughout the US and Puerto Rico.</p> <p>Auto Plus provides its customers with access to over two million replacement Parts, Tires, Tools, Equipment, Accessories, and related items for Light, Medium, and Heavy-Duty vehicles through an extensive network of suppliers.</p> <ul style="list-style-type: none"> • VISION: To be the most trusted business partner and employer in the automotive aftermarket. • MISSION: To empower our customer family to succeed with great value, premium brand parts, unmatched expertise and solutions to make business easier. • VALUES: <ul style="list-style-type: none"> INTEGRITY to do the right thing TEAMWORK to win PASSION for customer success SIMPLICITY to be easy to do business with PRIDE in our diversity, industry and environment GROWTH-DRIVEN to add value • BUSINESS PHILOSOPHY: Exceed expectations with expertise at every turn. <p>Over the past 20+ years, Auto Plus, formerly Uni-Select USA, Inc., has held a very dominant role servicing many complex fleets in various channels. We have serviced large fleets such as NY City 27,000 vehicles and the City of Philadelphia 6,000 vehicles. We have also serviced many Statewide Contracts including MA, RI, NY, PA, NJ, DE, MD and others.</p>
8	What are your company's expectations in the event of an award?	<p>In the event of an award, Auto Plus would first schedule a meeting with Sourcwell stakeholders to jointly establish financial and membership targets along with a supporting marketing plan. As a current contract holder, our Executive Leadership, Management, and Sales Teams are very familiar with Sourcwell and have attended Sourcwell University, H2O, GTKU, and other training events which will allow us to quickly mobilize our teams to engage potential members. We currently do a significant amount of business in this space but believe we are just scratching the surface. Auto Plus would be honored to continue being a valued supplier to the Sourcwell membership.</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.	Please see the attached "Exhibit I _ IEP_4Q 2020 Results"
10	What is your US market share for the solutions that you are proposing?	Please keep in mind that the U.S. automotive aftermarket industry has a current estimated value of 80 billion in 2021. Of which, the U.S. our market is approximately 2%.
11	What is your Canadian market share for the solutions that you are proposing?	Presently, Auto Plus does not have the capability to service the Canadian market.
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?	Auto Plus is a traditional full line distributor of branded automotive and truck parts who is authorized to act as such for the manufacturers proposed in this RFP. Our distribution network consists of both company owned stores as well as independently owned and affiliated Auto Plus'. Some of these independently owned businesses may be submitting proposals on a direct basis to Sourcewell. Because of this, in an effort to avoid collusion, Auto Plus has not confirmed our affiliate's desire to participate in this RFP. Historically, the majority of our affiliated Auto Plus store locations have chosen to participate in solicitations such as Sourcewell. Please see the attached Exhibit V - Authorized Distributor Letters.	*
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.	In each of our locations, Auto Plus maintains current licenses as required by Local, State, and Federal law to conduct business related to the supply and distribution of automotive parts, equipment, tools, accessories, tires, and related items.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	At Auto Plus, we value our reputation and can proudly assert that we have no history of Suspension or Debarment.	*

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	N/A	*
17	What percentage of your sales are to the governmental sector in the past three years	Please keep in mind that our sales volume exceeds \$1B dollars annually, with the governmental sector contributing approximately 8%.	*
18	What percentage of your sales are to the education sector in the past three years	Please keep in mind that our sales volume exceeds \$1B dollars annually, with the public education sector contributing less than 1%.	*
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?	Commonwealth of Massachusetts - 2020: \$785,158 / 2019: \$1,004,038 / 2018: \$942,735 State of New York - 2020: \$7,102,081 / 2019: \$5,909,611 / 2018: \$4,231,474 State of New Jersey - 2020: \$999,791 / 2019: \$1,384,867 / 2018: \$1,315,309 Commonwealth of Pennsylvania - 2020: \$2,271,134 / 2019: \$2,875,621 / 2018: \$2,938,285 State of Delaware - 2020: \$111,546 / 2019: \$125,267 / 2018: \$155,246 State of Mississippi - 2020: \$235,182 / 2019: \$362,167 / 2018: \$297,601 State of Maryland - 2020: \$603,114 / 2019: \$711,725 / 2018: \$698,765 State of North Carolina - 2020: \$95,739 / 2019: \$94,073 / 2018: \$81,577 State of Oklahoma - 2020: \$102,569 / 2019: \$29,969 / 2018: \$44,612 Commonwealth of Virginia - 2020: \$64,082 / 2019: \$27,801 / 2018: \$85,603 Allied States Cooperative - 2020: \$348,797 / 2019: \$514,874 / 2018: \$414,862	*
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?	Auto Plus does not currently hold any GSA or SOSA contracts.	*

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 *	
City of Philadelphia, PA	Teri Antonelli	(215) 686-1888	*
City of Houston, TX	Terrance York	(832) 393-0960	*
City of Atlanta, GA	Bruce Smith	(404) 807-9179	*
State of Mississippi	Ramona Jones	(601) 359-9335	
Pearland Independent School District	Amy Spain	(218) 485-3203	

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 *	
Boston Fire Department	Government	Massachusetts - MA	Parts & Supplies Contract and Administration of Parts Room	Avg Transaction Value: \$1,363	5.6 Million	*
City of Philadelphia	Government	Pennsylvania - PA	Delivery of Aftermarket, Automotive, Light, Medium and HD Truck Parts & Supplies	Avg Transaction Value: \$122	7.3 Million	*
Commonwealth of Pennsylvania	Government	Pennsylvania - PA	Delivery of Aftermarket Parts	Avg Transaction Value: \$106	8.1 Million	*
City of Houston	Government	Texas - TX	Delivery of Automotive, Light, Medium and Heavy-Duty Aftermarket Replacements Parts	Avg Transaction Value: \$264	13.4 Million	*
State of New York	Government	New York - NY	Delivery of Vehicle and Equipment Parts and Related Product	Avg Transaction Value: \$124	17.2 Million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	Organizationally speaking, Auto Plus has separated the country into four regions, each led by a Regional Vice President. Within a Region, there are a number of Area Directors responsible for the oversight of a number of stores. Reporting to these Area Directors are literally hundreds of Commercial Account Managers who solicit and manage business at the street level for the stores they are assigned. Overseeing and assisting with our sales effort are Regional Commercial Directors whom, along with the Regional Vice Presidents, report up to our Senior Vice President.
24	Dealer network or other distribution methods.	Auto Plus distributes our goods and services through 1,045 locations. We own and operate 618 stores while also having 427 independently owned and affiliated Auto Plus. For a complete list please see "Exhibit VI - Store Listing". Some of these independently owned businesses may be submitting proposals on a direct basis to Sourcewell. Because of this, in an effort to avoid collusion, Auto Plus has not confirmed our affiliates desire to participate in this RFP. Historically, the majority of our affiliated Auto Plus store locations have chosen to participate in solicitations such as Sourcewell's.
25	Service force.	Auto Plus has close to 7,300 employees and operates in a few related business segments. We own and operate 618 stores that supply goods to both Commercial and Retail customers both over the counter and via hot shot delivery. In addition to company owned stores, our Distribution Centers also provide goods to 427 independently owned Auto Plus affiliate locations.
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.	While many auto parts are delivered on a next day basis to replenish shelf stock, we find that more and more are being delivered on a hot shot basis to get a vehicle back in service. Depending upon our store location (urban vs. rural), Auto Plus typically delivers parts within a 10 mile radius of our store so that we can deliver to our customers within a 30 to 60 minute window. All stores have access to sister stores, hub stores, and warehouse inventories to supplement their in stock merchandise. The warehouse inventories are extremely broad offering at least next day delivery to a wide assortment of parts. Please note that not all stores / warehouses carry all products.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Auto Plus is willing to provide products and services to agencies within the contiguous United States and Puerto Rico. For participating entities located outside of the delivery areas of our store locations, we can offer standard ground shipping from our closest Distribution Center.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At the present time we are not able to service Sourcewell members in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Auto Plus is capable of serving participating entities in the contiguous United States and Puerto Rico only.
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?	Auto Plus is prepared to serve all Sourcewell participating entity sectors. We have no contracts that limit our ability to promote a Sourcewell contract.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Although there are no specific contract requirements or restrictions in place, Auto Plus is only able to serve participating entites in the US territory of Puerto Rico. We do not have any locations in Alaska, Hawaii, Guam, Northern Mariana Islands and American Samoa and, consequently, would not be a viable supplier in these limited areas.

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.	As a current contract holder, Auto Plus' field and sales teams are very familiar with Sourcewell. Our professional sales force will become familiar with all enhancements to the Sourcewell membership process and necessary documentation to continue acting as your sales force by encouraging and assisting potential members in establishing Sourcewell Membership. We have hundreds of trained professionals who will take this program to the street. Our marketing department will put together effective marketing brochures for our sales force and will incorporate our Sourcewell status in our trade journal advertisements. Auto Plus will attend Sourcewell-endorsed national trade shows, in addition to proudly displaying our Sourcewell status at the dozens of shows we currently attend. Additionally, we will implement an embedded link to Sourcewell's Website from our Website to further promote this contract opportunity. A professional version of the attached sample (Exhibit II - Marketing Plan Samples) is an example of what may be used for comprehensive marketing support by our sales teams to prospective members.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing department is devoted to keeping Auto Plus and our solutions in front of our customers. We maintain a presence on all the major media platforms including, but not limited to: Facebook, Twitter, Instagram & YouTube. Auto Plus has also utilized the services of government spending database aggregators to identify and pursue specific market opportunities.
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?	Sourcewell should promote our awarded contract on their website, listing our contact information and links to the Auto Plus website. Also, it would be helpful if an overview of our offering and supplied marketing materials were also posted for the entire Sourcewell membership to see. If Sourcewell staff receives an inquiry fitting our services, we would appreciate promotion of our firm to the member. Auto Plus will be integrating this contract into our sales offering by training all of our sales people on ways to best utilize this contract to grow our business. We will solicit business from the existing membership, and more importantly, train our sales team on prospecting and soliciting potential Sourcewell members. Cooperative contracts are growing in acceptance and we can use such an award to both grow Sourcewell membership as well as our share of this important market segment.
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.	Our e-procurement system is designed for simple sourcing and ordering of parts, tires, shop supplies, and Tools & Equipment. Governmental and Educational customers have taken advantage of its features including: <ul style="list-style-type: none"> • Tires as well as Parts. Auto Plus is very unique in this regard. • Convenience. Save time and money by getting the right parts – including commodities – when members need with fast delivery or pickup. • Increased productivity. Members better manage jobs and view related parts and tires with easy access to our vast inventory of detailed images, specs and application data. • Accessibility. With visibility to multiple stores' Quantity on Hand (QOH). Users may search parts and tires in multiple locations. • VIN look-up and part number interchange. Enter a VIN, license plate, or a specific part number to find the right parts and tires you need or see other compatible options. • Value Adds <ul style="list-style-type: none"> o Interchange feature cross references competitive part numbers o Buyers Guide displays fitment and application details by part number o Stock Check allows for quick order placement of known item numbers o Save Vehicle Information or Favorite Items for quick reference o Order History visibility o Purchase Order requirement flag

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>For Sourcewell Members, Auto Plus offers the following optional complementary training by both Manufacturer and in-house Trainers:</p> <ul style="list-style-type: none"> • Product Training • Technician training • E-Procurement <p>In addition to our free in-house training, many of our manufacturers offer advanced training for technicians covering all vehicle classes both in classroom settings as well as hands on vehicles. These advanced training courses typically do have fees associated with them that Auto Plus will make available to Participating Entities at a straight pass through of our cost.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Auto Plus has implemented technological advances to increase efficiency in procurement. Not only does our unique E-procurement ordering system allow for ordering Parts, Tires, Shop Supplies, and Tools & Equipment, but we also have the capabilities of integrating our catalog into a multitude of Shop Management Systems including, but not limited to, Alldata and Mitchell. Additionally, our IT Department has integrated with many asset and fleet management system providers, as well as, created punch-outs with a number of different E-Commerce Marketplaces. Over the past year, we have also invested heavily to advance our Electronic invoicing capabilities and have utilized various degrees of EDI for our customers.</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>Auto Plus (Partner#43025763) is Certified by the Environmental Protection Agency (EPA) as a SmartWay Shipper Partner. This program certifies us as a company that actively seeks ways to reduce transportation related carbon emissions.</p> <p>In addition, we partner with a broad range of regional recycling organizations to implement substantial recycling efforts including:</p> <ul style="list-style-type: none"> • Scrap tires • Waste oil (ours/customers) • Oil filters • Used antifreeze • Spent fluorescent bulbs • Batteries • Numerous other car parts/cores, including but not limited to starters and alternators, rack & pinions, wheel weights, master cylinders, steering pumps, water pumps, wiper motors, etc. – all processed through our own DC's.
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.	<p>N/A. Auto Plus is an authorized distributor for numerous manufacturers, many of whom are committed to operating in a socially responsible and sustainable manner. We are willing to provide sustainability reports from our supplier partners if requested.</p>
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>At our corporate store level we do not qualify. In our over 400 affiliated independently owned Auto Plus, some may possess these certifications.</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>Auto Plus holds the unique industry position of a truly comprehensive "One Stop Shop" solution for Sourcewell members with access to Parts, Tires, Accessories, and Tools & Equipment. In addition, we offer a myriad of solutions with commitment to partnership in mind, including hot-shot delivery with no delivery fees or surcharges, user friendly E-procurement ordering, in-house financing options, product & service training, a centralized Heavy Duty Fleet Call Center for technical questions, E-invoicing capabilities, and multiple levels of support from the local to national level for Sourcewell Members allowing for faster reaction to member specific needs.</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?	While Auto Plus sells high quality parts and accessories, occasionally a part may fail while under warranty. Our Part Warranty & Labor Claim policies protect our valued customers in the event of a warranted part failure. Auto Plus will pass-through all warranties provided by the manufacturers and dealers, included in this proposal, regarding all Equipment and Products furnished as a result of an award.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All parts warranty reimbursements will be issued via credit invoices on the customer's Auto Plus account. <ul style="list-style-type: none"> To participate the customer is to have opened and maintains an Auto Plus account which must be in good standing. Alleged warranty part must be returned to Auto Plus along with proof of purchase Auto Plus parts warranty is limited to reimbursement for the original cost charged for the part
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	All labor claim reimbursements will be issued via credit invoices on the customer's Auto Plus charge account. <ul style="list-style-type: none"> To participate the customer is to have opened and maintains an Auto Plus account which must be in good standing Customer must purchase the replacement part from Auto Plus Customer must provide a copy of the original install receipt and a copy of the re-install receipt at the time the part is returned for defective credit and provide notification of the labor claim request The Labor Claim Warranty does NOT include incidentals, like towing, rental cars, travel, etc Products that qualify are based solely on the manufacturer Warranty Policies and excludes sourced product
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?	Auto Plus' bid response excludes any offer to provide service or repair. However, Auto Plus is willing to deliver a warranty part to the shop or certified technician within a reasonable distance on behalf of the Sourcewell member.
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?	If an item is purchased by Auto Plus from a manufacturer not included in this proposal, our store and field teams will assist the Sourcewell member in working with manufacturer to exchange the alleged warranty item subject to the manufacturer's warranty policy. For warranty service/labor claims that may arise from products purchased from manufacturers outside of this proposal, the warranty issues must be handled by the member and directly with the manufacturer.
47	What are your proposed exchange and return programs and policies?	Items purchased under this contract may be returned for a full refund if item is unused, in its original packaging, is in saleable condition and is within thirty calendar days of its delivery.
48	Describe any service contract options for the items included in your proposal.	Auto Plus does not offer extended warranty or service contract options for items included in this proposal. However, if such options were to become available from the manufacturer, then Auto Plus will gladly extend those options to the participating member.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Auto Plus understands the importance of clean accounting for public sector entities and offer flexible payment terms including net 10 and net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Auto Plus is direct with many name brand equipment vendors and offer a wide selection of shop equipment. Smaller, common tools and equipment are stocked within our Stores and Distribution Centers whereas larger, heavy duty tools and equipment will be shipped to the Purchasing Entity directly from the Manufacturer. Auto Plus has partnered with an Equipment Leasing/Financing Industry leader with over 25 years of experience to provide flexible leasing and financing options with terms up to 5 years on purchases greater than \$1k. This option will be made available to all Sourcewell members.	*
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.	Auto Plus offers many ordering options to best suit our customer's needs including phone, email, fax, or via electronic catalog application hosted by industry leader Nexpart (from WHI Solutions, an EBAY Company). All Purchasing Entities under this Master Agreement will be assigned an account number in our central CRM, and "tagged" to our Sourcewell contract with contractual pricing assigned. This central CRM system will feed the discount schedule to the Point-of-Sale system at the local store where invoices are generated. The central CRM system also has a shared feed to our Electronic Catalog where orders may be placed and pricing may be validated by Purchasing Entities. This holds true for company owned locations as well as any affiliate locations participating in this solicitation. By configuring the pricing and contract at the account/entity level, this will ensure that all Purchasing Entities receive a consistent experience while also allowing Auto Plus to compile contract related sales data for Sourcewell.	*
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?	Auto Plus accepts P-card as a payment method without any additional costs for Sourcewell participating entities. As an added security measure, Auto Plus does not store P-card information.	*

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Auto Plus has an extensive supplier network granting customers access to over 2 million unique items. Our supplier network of manufacturers are constantly working to make new part numbers available in the aftermarket. With this in mind, our proposed pricing model is predicated on providing a single discount or mark up from cost for each manufacturer-category. This will give Sourcwell members the most robust product offering with a straightforward price ceiling. Please see the attached Exhibit IV - Sourcwell Pricing
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.	Pricing discount varies by manufacturer. Please see the attached Exhibit IV - Sourcwell Pricing
55	Describe any quantity or volume discounts or rebate programs that you offer.	Promotional pricing and rebate programs including quantity breaks, bulk pricing, and other promotional pricing programs will be made available to Sourcwell membership. Marketing materials with such promotions will be available from our field sales teams as well as within our electronic catalog.
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.	Auto Plus will supply "sourced" products or related services at a ceiling price of cost plus 25%.
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.	The pricing submitted in our response reflects total cost of acquisition without any optional services/requests. For example, if a Participating Entity desires and approves expedited shipping or special delivery (i.e. truck with liftgate, etc.), Auto Plus will pass through these charges at cost with no markup as a separate line item.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Unlike many others in the industry, Auto Plus does not charge for delivery nor do we impose a minimum delivery requirement on standard orders.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Presently, Auto Plus is unable to provide shipping or delivery to Alaska, Hawaii, or Canada.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Auto Plus has 25 Distribution Centers nationwide whose inventories are extremely broad, offering at least next day replenishment of merchandise to local Stores through a Hub-Spoke distribution model which provides customers convenient access to a robust product assortment within their local store, "sister" stores in market, and their Distribution Center. All stores have access to sister stores, hub stores, and warehouse inventories to supplement their in stock merchandise. Within our electronic catalog, customers have visibility to all local store and DC inventories and are able to prepare an order for will-call pick up or delivery directly to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	The pricing offered is very competitive and comparable to large Cooperatives or State purchasing departments, however, we would not typically propose a rebate or administrative fee with this pricing schedule.

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.	Auto Plus has extensive experience serving large Fleets, Government, and National clients. To this end, we fully understand the importance of adherence to contractual pricing and the potential issues that may arise as a result. All Purchasing Entities under this Master Agreement will be assigned an account number with contractual pricing and "tagged" to a Sourcewell grouping in our central CRM. This central CRM system will feed the discount schedule to the Point-of-Sale system at the local store where invoices are generated. The central CRM system also has a shared feed to our Electronic Catalog where orders may be placed and pricing may be validated by Purchasing Entities. By configuring the pricing and Sourcewell grouping at the account/entity level, this will ensure that all Purchasing Entities receive consistent contract pricing providing a tracking mechanism for accurate sales reporting under the Contract. This sales report is reviewed by the primary contact for this proposal who would import the data into the Sourcewell sales report template and request check disbursement accordingly. As a current Sourcewell contract holder, we can proudly say that we have submitted our sales reports and corresponding administrative fees in a timely manner.
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.)	Auto Plus will issue an administrative fee of 2% of total net sales resulting from this contract.

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>Parts</p> <p>Auto Plus maintains a very wide range of automotive and truck replacement parts and accessories for passenger cars through Class 8 trucks and equipment within our distribution network. We have 25 Distribution Centers (DC) nationwide with over 350,000 unique sku's in-stock and access to over 2M sku's directly from the manufacturer. The Distribution Center's inventories are extremely broad, offering at least next day replenishment of merchandise to local Stores through a Hub-Spoke distribution model. This provides customers with convenient access to a robust product assortment within their local store, "sister" stores in market, and their Distribution Center. All stores have access to sister stores, hub stores, and warehouse inventories to supplement their in stock merchandise. Depending upon our store location (urban vs. rural) we typically deliver parts within a 10 mile radius of our store so that we can service our customers within a 30-60 minute window. Upon receipt of an order, our store will prepare the order for will-call pick up or delivery directly to the customer. Unlike many others in the industry, Auto Plus does not charge for delivery nor do we impose a minimum delivery requirement on standard orders. Please note that not all stores / warehouses carry all products.</p> <p>Tools & Equipment</p> <p>Auto Plus is direct with all the name brand equipment vendors and offer the widest selection of shop equipment. Smaller, common tools and equipment are stocked within our Stores and Distribution Centers whereas larger, heavy duty tools and equipment are shipped to the Purchasing Entity directly from the Manufacturer. Additionally, we have an extremely aggressive in-house financing program which we make available to our customers.</p> <p>Tires</p> <p>We have over 1 Million tires in stock and distribute a very wide selection of brands including but not limited to Michelin, BF Goodrich, Hankook, Falken, Cooper, and Continental. Just as we have a good, better, best offering in our parts selection we similarly provide this coverage in tires. Additionally, we deliver tires just as we do automotive and truck parts. This is an extremely unique and valuable feature that we can offer unlike our competitors.</p> <p>Related Items</p> <p>In the true spirit of being a single source solutions provider – Auto Plus has the items needed to get the job done and the vehicle back on the road. These related items in our proposal includes, but is not limited to: Chemicals, Oils, Lubricants, Paint & Body, Sourced Items, Shop Supplies, and Accessories related to Automotive and Truck repair or service.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Automotive Parts</p> <p>Light, Medium, and Heavy Duty Vehicle Parts</p> <p>Accessories</p> <p>Tires, Tubes, Valves, and Related</p> <p>Tools</p> <p>Equipment</p> <p>Paint and Body</p> <p>Shop Supplies</p> <p>Chemicals</p> <p>Oils</p> <p>Lubricants</p> <p>Lighting and Electrical</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	
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	
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 checked="" type="radio"/> Yes <input type="radio"/> No	
77	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	
80	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Heating and cooling (engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	
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	Please see the attached Exhibit IV - Sourcewell Pricing for our product offering. *

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.	To measure contract performance, Auto Plus will primarily track member activations and sales growth. These KPIs will be analyzed by intervals, sector, and region to identify growth opportunities and trend data to maximize contract utilization. *

87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	N/A. Auto Plus' bid response excludes any offer to provide service or repair.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Auto Plus understands the importance of efficient accounting and has the flexibility to generate historical sales data with a great degree of specificity in multiple formats to suit the needs of the end user. In addition, Participating entities will have convenient access to view statements and pay invoices online. It is also worth noting that we accept all traditional forms of payment as well as Electronic Funds Transfers.	*
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.	<p>At no additional fee, our e-procurement system is designed for quick and easy sourcing and purchasing of parts, tires, shop supplies, and Tools & Equipment. Governmental and Educational customers have taken advantage of its features including:</p> <ul style="list-style-type: none"> • Tires as well as Parts. Auto Plus is the only online provider of parts and tires. • Convenience. Save time and money by getting the right parts – including commodities – when members need with fast delivery. • Increased productivity. Members better manage jobs and view related parts and tires with easy access to our vast inventory of detailed images, specs and application data. • Accessibility. With visibility to multiple stores' Quantity on Hand (QOH). Users may search parts and tires in multiple locations. • VIN look-up and part number interchange. Enter a VIN or a specific part number to find the right parts and tires you need or see other compatible options. Access to our online catalog with full functionality is complementary to all Participating Entities but please note that integration into an E-Marketplace or Punchout catalog development may have additional costs associated. 	*
90	Identify the vehicle makes for which your offered parts are used.	<p>Auto Plus offers OEM-quality aftermarket parts for Domestic & Imported Automotive, Light, Medium & Heavy-Duty applications including, but not limited to:</p> <p>AM General</p> <p>Acura</p> <p>Advance Mixer</p> <p>American</p> <p>LaFrance</p> <p>Aston Martin</p> <p>Audi BMW Bentley Bering Blue Bird Buick Cadillac Chance Coach Transit Bus Chevrolet Chrysler Country Coach Motorhome Crane Carrier Daewoo Dina Transit Bus Dodge El Dorado Emergency One Evobus Ferrari Ford Freightliner GMC Gillig Hendrickson Hino Honda Hyundai Infiniti International Isuzu Jaguar Jeep Kenworth Kia Kovatch</p>	

		<p>Laforza Lamborghini Land Rover Lexus Lincoln Lodal Lotus Mack Maxim Mazda Mercedes-Benz Mercury Mitsubishi Mitsubishi Fuso Motor Coach Industries Neoplan New Flyer Nissan North American Bus Industries (NABI) Nova Bus Corporation Oldsmobile Orion Bus Oshkosh Motor Truck Co. Ottawa Panoz Peterbilt Pierce Mfg. Inc. Plymouth Pontiac Porsche Prevost Roadmaster Rail Rolls Royce Saab Saturn Seagrave Fire Apparatus Shelby Spartan Motors Sterling Truck Subaru Suzuki Thomas Toyota UD Van Hool Volkswagen Volvo Western Star Workhorse Workhorse Custom Chassis</p>	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Auto Plus' offers high-quality aftermarket parts for all types of automotive, light, medium & heavy duty vehicles that utilize standard and alternative fuel choices.	*

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](#) - Exhibit I - IEP_4Q 2020 Results.pdf - Wednesday March 24, 2021 17:23:39
 - [Marketing Plan/Samples](#) - Exhibit II - Marketing Plan Samples.pdf - Wednesday March 24, 2021 17:45:51
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Exhibit III - Auto Plus Warranty Info.pdf - Wednesday March 24, 2021 17:24:42
 - [Pricing](#) - Exhibit IV - Sourcewell Pricing.pdf - Wednesday March 24, 2021 17:25:17
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 25, 2021 06:02:34

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. - Brian Evanoka, Vice President, Fleet Parts and Strategic Account Sales, IEH Auto Parts LLC dba Auto Plus Auto Parts

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

**ASSIGNMENT OF
CONTRACT #032521-PEP**

THIS ASSIGNMENT AGREEMENT is by and among **Sourcewell**; ; and **Elliott Auto Supply Co., Inc., d/b/a Factory Motor Parts**, 1380 Corporate Center Curve, Eagan, MN 55121 (FMP).

Assignment:

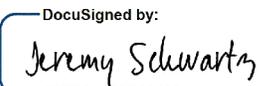
1. Sourcewell awarded IEH Auto Parts LLC, 901 N Lenola Rd, Moorestown, NJ (Auto Plus) a contract to provide Aftermarket Vehicle Parts and Supplies #032521 ("Contract") on May 18, 2021.
2. On January 31, 2023, IEH Auto Parts LLC and its subsidiaries, including Auto Plus Holdings LLC (IEH), filed for relief under Chapter 11 of the US Bankruptcy Code. See In re: IEH Auto Parts Holding LLC, et al., Case No. 23-90054 (Bankr. S.D. Tex. 2023).
3. On May 19, 2023, US Bankruptcy Court issued an Order approving the disposition and sale of certain assets of the petitioner IEH including those purchased by FMP.
4. On September 1, 2023, notice was filed of Supplemental Assumed Contracts which included an updated list of executory contracts assumed by FMP through the Court approved Bid Procedures. Supplemental Exhibit A-1 to this notice, line 38 identifies the Contract as being assumed by FMP through the bankruptcy and sale proceedings.
5. Pursuant to its assumption and subsequent notice thereof, FMP certifies it will comply with the terms of the Contract. Sourcewell and FMP agree this assignment is unconditional and without recourse. FMP hereby confirms its acceptance of the assignment of Contract #032521-PEP
6. Sourcewell has granted its consent to this Assignment as witnessed herein effective upon final signature.

Signature page follows.

Elliott Auto Supply Co., Inc., d/b/a Factory Motor Parts

By: 
Clay Johnson
Title: SVP
Date: 10/17/2023

Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Director of Operations and Procurement/CPO
Date: 10/17/2023 | 10:07 PM CDT

Sourcewell

DocuSigned by:
By: 
48BAF71B0894454...
Chad Coquette
Executive Director/CEO
Date: 10/17/2023 | 10:37 PM CDT